

Jessica Carmichael
Indigo Planning
Swan Court
Worple Road
London
SW19 4JS

Application Ref: **2015/1026/P**
Please ask for: **Jonathan McClue**
Telephone: 020 7974 **4908**

20 February 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:

**Farringdon Point
29-35 Farringdon Road
London
EC1M 3JF**

Proposal:

Erection of a part 5, part 6 storey building to create 5 self-contained flats (4 x 2 bed & 1 x 1 bed) from 1st to 6th floor level, with ground floor cycle/refuse storage and an external fire escape to the rear.

Drawing Nos: 00030163.1 (Site location plan), A001; 002; 100, P200/E; 201/E; 205/E; 206/F; 400/C; 401/F; 500/D; 501D, Updated Transport Statement dated June 2015, Planning and Heritage Statement dated February 2015, Environmental Noise Survey and Noise Impact Assessment Report (20032/ENIA1) dated 28/02/2014, Life Time Homes (13-045_LifetimeHomes) dated 13/02/2015, Energy Statement Rev C dated 10/02/2015, Design and Access Statement dated February 2015, Daylight and Sunlight Report (30040/IM/SJK) dated 23/06/2015, Code for Sustainable Homes Pre-Assessment Report (CS-1501); Assessment of Jewellery Space Provision dated December 2014 and Statement Regarding Air Conditioning Condenser Unit dated 18/06/2015.

The Council has considered your application and decided to grant permission subject to the following condition(s):



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 00030163.1 (Site location plan), A001; 002; 100, P200/E; 201/E; 205/E; 206/F; 400/C; 401/F; 500/D; 501D, Updated Transport Statement dated June 2015, Planning and Heritage Statement dated February 2015, Environmental Noise Survey and Noise Impact Assessment Report (20032/ENIA1) dated 28/02/2014, Life Time Homes (13-045_LifetimeHomes) dated 13/02/2015, Energy Statement Rev C dated 10/02/2015, Design and Access Statement dated February 2015, Daylight and Sunlight Report (30040/IM/SJK) dated 23/06/2015, Code for Sustainable Homes Pre-Assessment Report (CS-1501); Assessment of Jewellery Space Provision dated December 2014 and Statement Regarding Air Conditioning Condenser Unit dated 18/06/2015.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plans, elevations and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.

d) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

c) Samples and manufacturer's details of all new facing materials including windows and door frames, glazing, balconies, balustrades metal cladding.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details.

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

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

the Council.

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

- 5 Before the development commences, details of secure and covered cycle storage area for the 5 residential units proposed along with a replacement provision for the residential flats at 29-35 Farringdon Road shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policy DP17 of the London Borough of Camden Local Development Framework Development Policies and table 6.3 of the London Plan.

- 6 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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

- 7 The proposed green roof to the rear of the 1 bedroom flat on the fifth floor (as shown drawing no. P205/E) shall remain as such and should not be used as a roof terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises 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.

- 8 The proposed escape stair to the rear of the building should be used for emergency and maintenance purposes only and for no other use. The fire doors on each of the residential floors (1-5) must be locked and only openable when needed for the uses described above.

Reason: In order to prevent unreasonable overlooking of neighbouring premises 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.

- 9 Before the use commences, full details of the sound insulation measures used in the new residential units shall be submitted to and approved by the local planning

authority in writing. The measures as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

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

- 10 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, to accommodate the refuse requirements for both the proposed and any existing uses, including the residents within 29-35 Farringdon Road and commercial tenants, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

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

- 11 Prior to the commencement of development a programme of archaeological investigation including the details of the suitably qualified investigating body to carry out such archaeological works as required shall be submitted to and approved in writing by the local planning authority. If heritage assets of archaeological interest are identified by the investigation a programme of archaeological investigation in accordance with a Written Scheme of Investigation shall be submitted to and approved in writing by the local planning authority. The development shall not be occupied until the site investigation and post investigation assessment has been completed.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 12 No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface 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: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

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 London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed charge in CIL will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please follow the link provided: http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. 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 queries to CIL@Camden.gov.uk

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

- 6 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 7 The applicant/owner is advised that all prospective tenants and residents should be made aware of the presence of the neighbouring public house and nightclub uses and that they should expect a certain amount of noise nuisance which may at times emanate from these.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce
Executive Director Supporting Communities

DATED 20TH FEBRUARY 2016

(1) THREADNEEDLE PENSIONS LIMITED

and

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

A G R E E M E N T
relating to land known as

FARRINGDON POINT, 29-35 FARRINGDON ROAD, LONDON EC1M 3JF

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

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

Tel: 020 7974 6007
Fax: 020 7974 2962

Legal/JL/1781.297
vFINAL

THIS AGREEMENT is made the 20th day of February 2017

B E T W E E N:

- i. **THREADNEEDLE PENSION LIMITED** (Co. Regn. No. 0984167) whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6AG (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 Number LN229578.
- 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 15 February 2015 and the Council resolved to grant permission conditionally under reference number 2015/1026/P subject to the 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
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition and the construction of the Development using good site practices in accordance so far as practicable with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(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 any demolition and the building out of the Development;</p>

		<p>(ii) incorporation of the provisions set out in the First Schedule annexed hereto</p> <p>(iii) proposals to ensure there are as few adverse effects as possible on the conservation area features;</p> <p>(iv) amelioration and monitoring effects on the amenity of local residences and local businesses;</p> <p>(v) 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);</p> <p>(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vii) 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</p>
2.5	"the Construction Phase"	<p>the whole period between:</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes any demolition works</p>

2.6	"the Council's Considerate Contractor Manual"	the document produced by the Council entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.7	"the Development"	erection of a part 5, part 6 storey building to create 5 self-contained flats (4 x 2 bed & 1 x 1 bed) from 1st to 6th floor level, with ground floor cycle/refuse storage and an external fire escape to the rear in accordance with the Planning Permission
2.8	"the Employment Skills and Local Supply Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities during the Construction Phase of the Development and for it to satisfy the obligations contained in clause 4.6 and 4.7 of this Agreement
2.9	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (i) the incorporation of the measures set out in the submission document entitled Energy Statement Rev C dated 10 February 2015 by FHP ESS Engineering Services Solutions to achieve a 35% reduction in CO2 emissions beyond Part L 2013 baseline; (ii) further details of how the Owner will reduce the Development's carbon emissions from renewable energy

		<p>technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(v) measures to enable future connection to a local energy network at the boundary of the Property including:</p> <ul style="list-style-type: none"> a) safeguarded space for a future heat exchanger; b) provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; c) the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; d) provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made;
--	--	---

		<p>(vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property including Full Design stage SAP calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(vii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation;</p>
2.10	"the Highways Contribution"	<p>the sum of £1,850.89 (one thousand eight hundred and fifty pounds and eighty nine pence) 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 carrying out works to the public highway and associated measures in the vicinity of the Property such works to include</p>

		<p>the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> a) resurfacing the footway and vehicular crossover adjacent to the Property; b) any other works the Council acting reasonably requires as a direct result of the Development <p>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 <u>excludes any statutory undertakers costs</u></p>
2.11	"the Implementation Date"	<p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly, but for the purposes of this Agreement the following shall not constitute a material operation:</p> <ul style="list-style-type: none"> (a) site investigations or surveys (b) site decontamination (c) the demolition of any existing buildings or structures (d) the clearance or regrading of the Property (e) works connected with infilling (f) construction or boundary fencing or hoardings (g) construction of temporary accesses and/or highway works (h) landscaping works

		<ul style="list-style-type: none"> (i) laying of sewers and other services (j) creation of site compounds and any noise attenuation works (k) ecological surveys
2.12	"Jewellery Sector Contribution"	the sum of £53,535 (fifty three thousand five hundred and thirty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards supporting the jewellery industry within the Hatton Garden area
2.13	"Local Procurement Code"	the code annexed to the Second Schedule hereto
2.14	"Occupation Date"	the date when any part of the Development is occupied but excluding for these purposes occupation for construction and fitting out, security, marketing, staff training or repair of the Property
2.15	"to Occupy"	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly
2.16	"the Parties"	means the Council and the Owner
2.17	"the Pedestrian, Environmental and Cycle Contribution"	the sum of £10,000 (ten thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement

		and to be applied by the Council in the event of receipt for the provision of pedestrian, cycling and environmental improvements in the vicinity of the Development
2.18	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 15 February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1026/P subject to conclusion of this Agreement
2.19	"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
2.20	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.21	"the Property"	the land known as Farringdon point, 29-35 Farringdon Road, London EC1M 3JF the same as shown shaded grey on the plan annexed hereto
2.22	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.23	"Residents Parking Permit"	a parking permit issued by the Council under

		section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.24	"the Service Yard Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development and neighbouring properties and securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity of the surrounding residents and businesses from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> (i) details of the Service Yard Management Plan Consultation ensuring that the Service Yard Management Plan is amended where appropriate following the Service Yard Management Plan Consultation and where not appropriate a reason is given; (ii) a requirement for delivery and servicing vehicles to load/unload from a specific suitably located area; (iii) details of the person/s responsible for directing and receiving deliveries to the Property and the person responsible for liaison with users of the Service Yard; (iv) measures to avoid a number of delivery vehicles arriving at the same time;

		<p>(v) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>(vi) likely nature of goods to be delivered;</p> <p>(vii) the likely size of the delivery vehicles entering the Property;</p> <p>(viii) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;</p> <p>(ix) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(x) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(xi) details of arrangements for refuse storage and servicing; and</p> <p>(xii) a mechanism for review and update as may be agreed between the Parties from time to time</p>
2.25	Service Yard Management Plan	consultation on a draft Service Yard

	Consultation	<p>Management Plan with users of the service yard, local residents, business, and local groups (e.g. residents/tenants and business associations), including residents at 29-35 Farringdon Point, Sir John Oldcastle Public House and Venus Nightclub, such consultation to include:</p> <ul style="list-style-type: none"> (i) details of who was consulted, how the consultation was conducted and the comments received in response to the consultation; (ii) the holding of a meeting in advance of the submission of the Service Yard Management Plan at an appropriate venue within easy walking distance of the Property (which may include the Property) and giving a minimum of fourteen (14) days written notice of the time and place and date of such meeting; and (iii) to ensure that any comments received on the draft Service Yard Management Plan are recorded and an accurate written minute of any meeting is kept and to provide a copy of the same to the Council
2.26	"the Sustainability Plan"	<p>a plan including a post construction review confirming the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <ul style="list-style-type: none"> (a) achieve the targets set out in the submission document entitled Energy Statement Rev C dated 10 February 2015 by FHP ESS Engineering Services Solutions and sustainable design measures

		<p>and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);</p> <p>(b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;</p> <p>(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;</p> <p>(d) include details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(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</p>
--	--	---

		<p>in the Development's future management and occupation; and</p> <p>(f) a mechanism for review and update as may be agreed between the Parties from time to time</p>
--	--	---

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 this Agreement is entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling 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 and 6 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 The obligations in this Agreement will not be enforceable against any persons who purchase or Occupy a completed housing unit other than the obligations contained in Clauses 4.1, 4.4, 4.10 and 4.11 of this Agreement.
- 3.9 The obligations in this Agreement will not be enforceable against a statutory undertaker carrying out its statutory functions and/or after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 3.10 Nothing in this Agreement prohibits or limits the right to develop any part of the Property in accordance with a planning permission, other than the Planning Permission or any amendment or variation to the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 3.11 For the avoidance of doubt in the event of a renewal of the Planning Permission and/or the variation of the Planning Permission (including of the conditions thereof) this Agreement shall continue to bind the Property in relation to the Development unless in the reasonable opinion of the Council any planning or other application in relation to the Property necessitates any further obligations requiring a variation of this Agreement or a further deed under Section 106 of the Act to be entered into.
- 3.12 The Parties acknowledge that the Development shall be treated as being designated as "car free" housing in accordance with Clause 4.1 for the lifetime of the Development.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to the occupation of any residential unit forming part of the Development each new resident of the

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

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain in force for the lifetime of the Development.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to provide 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 minimal 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 Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and

in the event of non compliance with this sub-clause the Owner shall forthwith take reasonable steps required to remedy such non-compliance.

4.3 EMPLOYMENT SKILLS AND LOCAL SUPPLY PLAN

4.3.1 Prior to the Implementation Date to submit to the Council for approval the Employment Skills and Local Supply Plan.

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

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

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

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

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date the Owner shall manage Property in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-

compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.5 HIGHWAYS CONTRIBUTION

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.5.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.5.3 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.
- 4.5.4 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works.
- 4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.5.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.6 LOCAL EMPLOYMENT

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

4.6.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 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) 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;
- d) that the King's Cross Construction Centre is supplied with a full labour programme for 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;
- e) 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; and
- f) the delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the construction contracts in relation to the Development to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events.

4.6.3 The Owner shall ensure so far as practicable that during the Construction Phase of the Development no less than 3 (three) work placements and/or work experience opportunities are provided at the Development of no less than 2 weeks each to be recruited through the Kings Cross Construction Centre.

- 4.6.4 Notwithstanding the provisions in clauses 4.6.3 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 shall so far as it is lawful for it to do so provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.7 LOCAL PROCUREMENT

- 4.7.1 Prior to Implementation to agree 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.
- 4.7.2 So far as practicable to meet with the Council's Economic Development Local Procurement Team (or any successor department) before tendering contracts for the provision of goods and service to the Development to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.7.3 To ensure so far as practicable that throughout the Construction Phase the tendering contracts for the provision of goods and service shall be carried out 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 reasonable steps to remedy such non-compliance.
- 4.7.4 To provide so far as practicable opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.8 JEWELLERY SECTOR CONTRIBUTION

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Jewellery Sector Contribution in full.
- 4.8.2 Not to Implement nor to allow Implementation until such time as the Council has received the Jewellery Sector Contribution in full.

4.9 PEDESTRIAN ENVIRONMENTAL AND CYCLE CONTRIBUTION

4.9.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Environmental and Cycle Contribution in full.

4.9.2 Not to Implement nor to allow Implementation until such time as the Council has received the Pedestrian Environmental and Cycle Contribution in full.

4.10 SERVICE YARD MANAGEMENT PLAN

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.

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

4.10.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the Service Management Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied..

4.11 SUSTAINABILITY PLAN

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

4.11.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.11.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

- 4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the Sustainability Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

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 give written notice to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/1026/P of the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement-and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations

contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/1026/P.
- 5.7 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/1026/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER

WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/1026/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 by the Council.
- 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.
- 6.4 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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 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.
- 6.9 The Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site
- 6.10 The Council agrees with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

6.11 If the performance of any of the Owners obligations and/or covenants under this Agreement shall be prevented or delayed by any cause outside the direct control of the Owner the Owner shall give notice of such circumstances to the Council and the Owner shall be relieved by the Council from the performance of the obligation for such period but no longer than shall have been reasonable having regard to the circumstances in question.

6.12 The Council covenants to the Owner:

6.12.1 not to use any of the contribution payable by the Owner under this Agreement otherwise than for the purposes referred to for that contribution.

6.12.2 that if, at the date five years from the Occupation Date, the contribution or instalment has not been spent or committed then the Council shall return such monies to the party that paid the relevant contribution.

6.12.3 that no more than four other planning applications under section 106 of the Act (including all those completed since 6 April 2010) provide for or fund, or will also provide or fund, the specific projects, infrastructure or purposes that the Owner covenants to provide for or fund under this Agreement.

7. MORTGAGEE EXEMPTION

7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

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

9. RIGHTS OF THIRD PARTIES

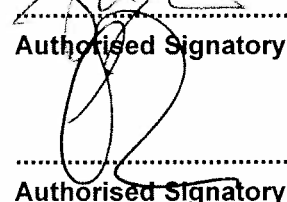
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

Executed as a deed by)
Threadneedle Portfolio Services Limited)
as attorney for Threadneedle Pensions)
Limited pursuant to a power of attorney)
dated or with effect from 1 March 2015 by:)



.....
Authorised Signatory


.....
Authorised Signatory

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


.....

Authorised Signatory



THE FIRST SCHEDULE Construction Management Plan Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-

http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf

- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
 - 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.

- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-
"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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 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.

Farringdon Point, 29-35 Farringdon Road, London EC1M 3JF



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Indigo Planning
Swan Court
Worple Road
London
SW19 4JS

Application Ref: **2015/1026/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Farringdon Point
29-35 Farringdon Road
London
EC1M 3JF

DECISION
Proposal:

Erection of a part 5, part 6 storey building to create 5 self-contained flats (4 x 2 bed & 1x 1 bed) from 1st to 6th floor level, with ground floor cycle/refuse storage and an external fire escape to the rear.

Drawing Nos: 00030163.1 (Site location plan), A001; 002; 100, P200/E; 201/E; 205/E; 206/F; 400/C; 401/F; 500/D; 501D, Updated Transport Statement dated June 2015, Planning and Heritage Statement dated February 2015, Environmental Noise Survey and Noise Impact Assessment Report (20032/ENIA1) dated 28/02/2014, Life Time Homes (13-045_LifetimeHomes) dated 13/02/2015, Energy Statement Rev C dated 10/02/2015, Design and Access Statement dated February 2015, Daylight and Sunlight Report (30040/IM/SJK) dated 23/06/2015, Code for Sustainable Homes Pre-Assessment Report (CS-1501); Assessment of Jewellery Space Provision dated December 2014 and Statement Regarding Air Conditioning Condenser Unit dated 18/06/2015.

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 00030163.1 (Site location plan), A001; 002; 100, P200/E; 201/E; 205/E; 206/F; 400/C; 401/F; 500/D; 501D, Updated Transport Statement dated June 2015, Planning and Heritage Statement dated February 2015, Environmental Noise Survey and Noise Impact Assessment Report (20032/ENIA1) dated 28/02/2014, Life Time Homes (13-045_LifetimeHomes) dated 13/02/2015, Energy Statement Rev C dated 10/02/2015, Design and Access Statement dated February 2015, Daylight and Sunlight Report (30040/IM/SJK) dated 23/06/2015, Code for Sustainable Homes Pre-Assessment Report (CS-1501); Assessment of Jewellery Space Provision dated December 2014 and Statement Regarding Air Conditioning Condenser Unit dated 18/06/2015.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plans, elevations and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.

d) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

c) Samples and manufacturer's details of all new facing materials including windows and door frames, glazing, balconies, balustrades metal cladding.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the

immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 5 Before the development commences, details of secure and covered cycle storage area for the 5 residential units proposed along with a replacement provision for the residential flats at 29-35 Farringdon Road shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policy DP17 of the London Borough of Camden Local Development Framework Development Policies and table 6.3 of the London Plan.

- 6 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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

- 7 The proposed green roof to the rear of the 1 bedroom flat on the fifth floor (as shown drawing no. P205/E) shall remain as such and should not be used as a roof terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises 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.

- 8 The proposed escape stair to the rear of the building should be used for emergency and maintenance purposes only and for no other use. The fire doors on each of the residential floors (1-5) must be locked and only openable when needed for the uses described above.

Reason: In order to prevent unreasonable overlooking of neighbouring premises 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.

- 9 Before the use commences, full details of the sound insulation measures used in the new residential units shall be submitted to and approved by the local planning authority in writing. The measures as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

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

- 10 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, to accommodate the refuse requirements for both the proposed and any existing uses, including the residents within 29-35 Farringdon Road and commercial tenants, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

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

- 11 Prior to the commencement of development a programme of archaeological investigation including the details of the suitably qualified investigating body to carry out such archaeological works as required shall be submitted to and approved in writing by the local planning authority. If heritage assets of archaeological interest are identified by the investigation a programme of archaeological investigation in accordance with a Written Scheme of Investigation shall be submitted to and approved in writing by the local planning authority. The development shall not be occupied until the site investigation and post investigation assessment has been completed.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 12 No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface 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: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

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 London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed charge in CIL will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please follow the link provided: http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. 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 queries to CIL@Camden.gov.uk
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
 - 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
 - 6 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
 - 7 The applicant/owner is advised that all prospective tenants and residents should be made aware of the presence of the neighbouring public house and nightclub uses and that they should expect a certain amount of noise nuisance which may at times emanate from these.

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

DATED 20TH FEBRUARY 2016

(1) THREADNEEDLE PENSIONS LIMITED

and

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

A G R E E M E N T
relating to land known as

FARRINGDON POINT, 29-35 FARRINGDON ROAD, LONDON EC1M 3JF

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

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

Tel: 020 7974 6007
Fax: 020 7974 2962

Legal/JL/1781.297
vFINAL