

DATED 22 March 2017

(1) COVENT GARDEN INVESTMENT S.A.R.L

and

(2) DEUTSCHE PFANDBRIEFBANK AG

and

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

A G R E E M E N T
relating to land known as
182-184 High Holborn, London WC1V 7AP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\Imm\s106 Agreements (2016/5141/P)
CLS/COM/LMM/1685.



THIS AGREEMENT is made the 22nd day of March 2017

BETWEEN:

- i. **COVENT GARDEN INVESTMENT S.A.R.L** (incorporated in Luxemburg) of of 560A, rue de Neudorf L-2220, Luxemburg, Grand Duchy of Luxemburg (hereinafter called "the Owner") of the first part
- ii. **DEUTSCHE PFANDBRIEFBANK AG** (incorporated in Germany) of 23rd Floor, 20 Fenchurch Street, London EC3M 3BY (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL522474, subject to a charge to the Mortgagee. The Owner is also registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL522473, subject to a charge to the Mortgagee.
- 1.2 The Owner 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 26 September 2016 and the Council resolved to grant permission conditionally under reference number 2016/5141/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.



- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under the legal charges registered under Title Numbers NGL522474 and NGL522473 both dated 11 December 2015 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £394,100 (three hundred and ninety four thousand one hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the Borough
2.4	"Business Parking Bay"	a parking place designated by the Council by



		an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.5	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.6	"Carbon Offset Contribution"	means the sum of £42,468 (forty two four hundred and sixty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards securing delivery of carbon dioxide savings in the vicinity of the Property
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision
2.9	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.10	"Construction Management Plan"	a plan setting out the measures that the Owner



		<p>will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none">(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;(ii) incorporation of the provisions set out in the First Schedule annexed hereto;(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;(iv) 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
--	--	--



		<p>arrangements (if any);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vi) 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>
2.11	"the Construction Management Plan Implementation and Support Contribution"	the sum of £7,620 (seven thousand six hundred and twenty 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 to support the implementation of the Construction Management Plan
2.12	"the Development"	remodelling, refurbishment and extension of existing office building including formation of private terraces, rooftop plant, new entrances and all other enabling works in connection with the use of the building as offices (Class B1) with retail/office uses (Classes A1/B1) and flexible B1/A1/A3 floorspace at ground level as shown on the site location plan and drawing numbers Site Location Plan HH-P-00-OS-01-01 Rev P1; HH-E-20-B1-01-01 Rev P1; HH-E-20-OG-01-01 Rev P1; HH-E-20-01-01-01 Rev P1; HH-E-20-02-01-01 Rev P1; HH-E-20-03-01-01 Rev P1; HH-E-20-04-01-01 Rev P1; HH-E-20-05-01-01 Rev P1; HH-E-25-MF-01-11 Rev P1; HH-E-25-MF-01-12 Rev P1; HH-E-25-MF-01-14 Rev P1; HH-E-20-06-01-01 Rev P1; HH-E-20-0R-01-01 Rev P1; HH-E-26-MF-01-01 Rev



		<p>P1; HH-E-26-MF-01-02 Rev P1; HH-P-20-OG-01-01 Rev P2; HH-P-20-OR-01-01 Rev P2; HH-P-20-01-01-01 Rev P2; HH-P-20-02-01-01 Rev P2; HH-P-20-03-01-01 Rev P2; HH-P-20-04-01-01 Rev P2; HH-P-20-05-01-01 Rev P2; HH-P-20-06-01-01 Rev P2; HH-P-20-07-01-01 Rev P2; HH-P-20-B1-01-01 Rev P2; HH-P-25-MF-01-01 Rev P2; HH-P-25-MF-01-02 Rev P2; HH-P-25-MF-01-03 Rev P2; HH-P-25-MF-01-04 Rev P2; HH-P-26-MF-01-01 Rev P2; Design and Access Statement by Spparc Architecture dated 16th September 2016; Updated Visuals by Spparc Architecture dated 11th November 2016; Townscape Views Rev P2 by Spparc Architecture; Planning Statement by Gerald Eve dated 3rd November 2016; Air Quality Report by Sweco Rev 01; Construction Management Plan by Quantem dated 25th August 2016; Heritage and Townscape Appraisal by KM Heritage dated September 2016; Energy and Sustainable Design Statement Rev 03 by Sweco dated 15th September 2016; Daylight and Sunlight Report by Lumina dated August 2016; Acoustic Report by Sandy Brown dated 30th August 2016; Transport Statement Rev B by Curtins dated 21st November 2016; Interim Travel Plan Rev B by Curtins dated 21st November 2016; Off-site Assessment by Colliers International dated 23rd December 2016; or such other plans and documents as may be approved in writing by the Council.</p>
2.13	"the Employment and Training Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations



		<p>contained in clause 4.4 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; b) to ensure a 20% local employment target during the Construction Stage (unless otherwise agreed with the Council acting reasonably); c) to ensure the provision of 2 construction apprentices; d) make provision during the Construction Phase for no less than 2 construction and 2 non-construction work placements; e) to ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events (unless otherwise agreed with the Council acting reasonably); f) commit to following the Local Procurement Code
--	--	---



2.14	"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> <p>(a) the incorporation of the measures set out in the submission documents entitled: Energy and Sustainability Design Statement (dated 15 September 2016, produced by Sweco) to achieve a 19.6% reduction in CO2 emissions beyond the Part L 2013 baseline;</p> <p>(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 19.6% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p>
------	---	---



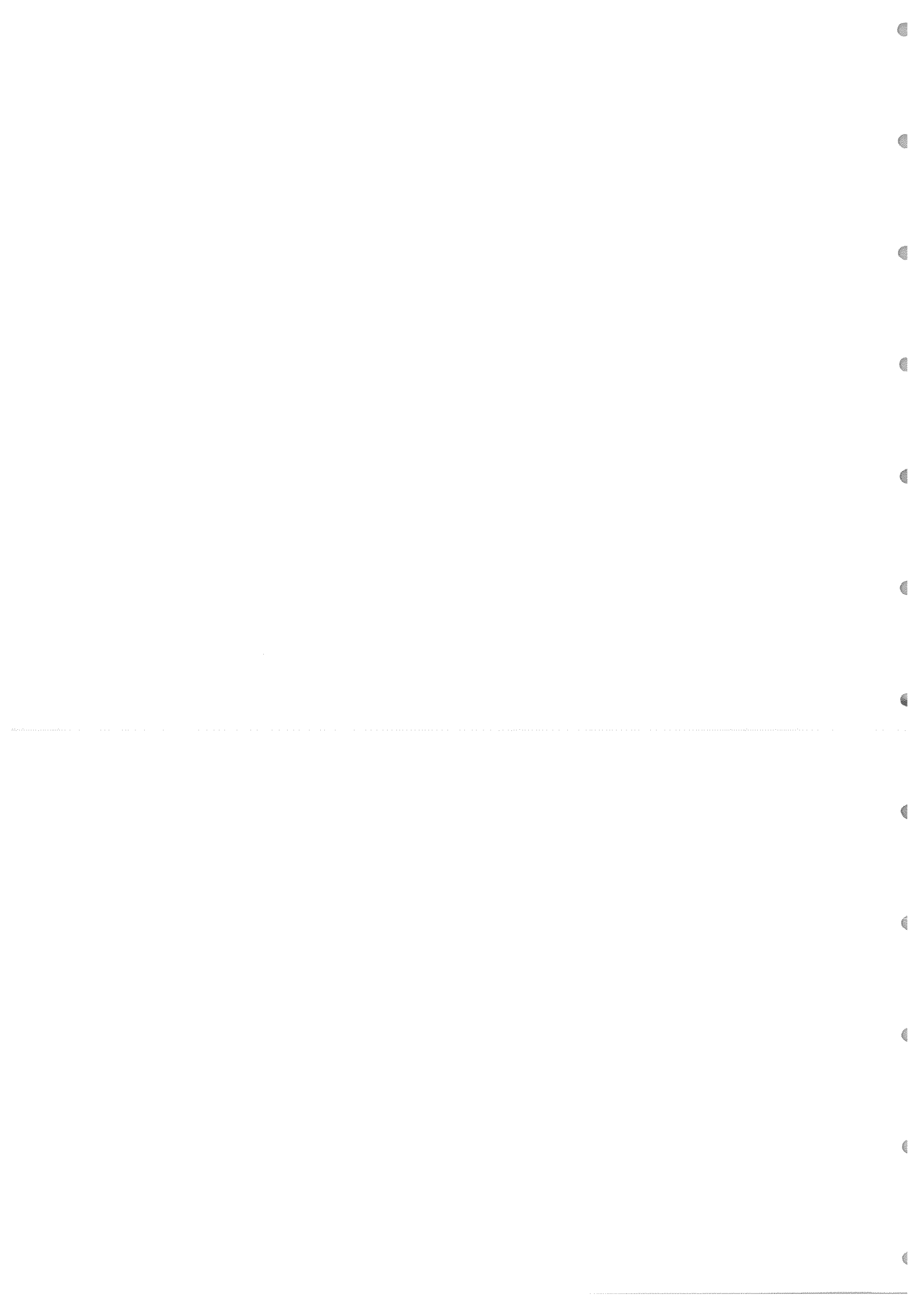
		<p>(e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable 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>(f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built NCM 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; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.15	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations:



		internal soft stripping, site or soil investigations, ground investigations, site survey works and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly
2.16	"the Highway and Public Realm Improvements Contribution"	<p>the sum of £26,665.99 (twenty six thousand, six hundred and sixty five pounds and ninety 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 the carrying out of works to the public highway and associated measures in the vicinity of the Property, and towards the provision of pedestrian, cycling, environment and public realm improvements in the vicinity of the Development, such works to include the following ("the Highways and Public Realm Works"):-</p> <ul style="list-style-type: none"> (i) repaving and repair works to the Public Highway following the carrying out of the Development; and (ii) 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>
2.17	"the Levels Plans"	plans demonstrating the levels at the interface



		of the Development the boundary of the Property and the Public Highway
2.18	"Local Employment and Training Contribution"	the sum of £6,345 (six thousand three hundred and forty 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 towards provision and improvement of employment and training opportunities in the Borough
2.19	"the Local Procurement Code"	the code annexed as the second schedule to this Agreement
2.20	"Occupation Date"	the date when any part of the Development is occupied for the purposes permitted by the Planning Permission and excludes occupation for the purposes of demolition construction internal and external refurbishment decoration fitting out marketing security or any other activity preparatory to the use of the Property for the purposes permitted by the Planning Permission and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21	"the Parties"	mean the Council, the Owner and the Mortgagee
2.22	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 26 September 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5141/P subject to conclusion of this Agreement



2.23	"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
2.24	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.25	"the Property"	the land known as 182- 184 High Holborn, London WC1V 7AP the same as shown outlined in red on the plan annexed hereto
2.26	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.27	"the Servicing 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 securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant):-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person(s) responsible for</p>



		<p>directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) expected hours of loading and unloading of vehicles related to the Development;</p> <p>(e) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts;</p> <p>(f) likely size of delivery/servicing vehicles proposed to attend the Property and identification of where each type of vehicle will stop to service the Development;</p> <p>(g) swept path diagrams identifying where and how HGVs will manoeuvre into and out of and within the Property (such swept path diagrams shall demonstrate that vehicles will have a sufficient turning area to be able to both enter and exit the Property in forward gear;</p> <p>(h) likely nature of goods to be delivered;</p> <p>(i) proposed routes to and from on-street servicing bays to the building/service access where relevant;</p>
--	--	--



		<p>(j) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;</p> <p>(k) 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>(l) statement setting out how servicing movement to the Property can be combined and/or reduced to minimize traffic and service vehicle activity at the Property; and</p> <p>(m) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing;</p>
2.28	"the Sustainability Plan"	<p>a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall:-</p> <p>(i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories</p>



		<p>(ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and</p> <p>(iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation</p>
2.29	"Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>a) the elements set out in the Third Schedule hereto;</p> <p>b) provision for an initial substantial review</p>



		<p>of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.30	"Travel Plan Coordinator"	<p>an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination,</p>



		implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.31	"Travel Plan Monitoring Contribution"	the sum of £6,020 (six thousand and twenty 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 review, approval and monitoring of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

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 and its successors in title (but not for the avoidance of doubt against any lessees or purchaser of any Property following completion of the Development) as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.



- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE DEVELOPMENT**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any business unit forming part of the Development each new business occupier 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 Business Parking Permit to park a vehicle in a Business 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 4.1.1 above will remain permanently.
- 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 and business units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those business units



that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 HIGHWAYS AND PUBLIC REALM IMPROVEMENTS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways and Public Realm Improvements Contribution in full; and
- (ii) submit to the Council the Level Plans for approval such approval not to be unreasonably withheld or delayed.

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

- (i) received the Highways and Public Realm Improvements Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.2.3 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 (acting reasonably as a result of making good a deficiency in the public highway arising from the Development and repaving the crossover and the footway immediately outside the front of the Property but for the avoidance of doubt not to otherwise put the Public Highway into a better state of repair and condition than as at the date hereof) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways and Public Realm Contribution excludes any statutory undertakers costs.

4.2.4 On completion of the Highways and Public Realm works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highways and Public Realm Works.

4.2.5 If the Certified Sum exceeds the Highways and Public Realm Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.2.6 If the Highways and Public Realm Contribution exceeds the Certified Sum the Council shall within fourteen days of the issuing of the said certificate pay to the



Owner the amount of the excess.

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required by the Council (acting reasonably) to remedy such non-compliance.

4.4 EMPLOYMENT AND TRAINING PLAN

- 4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.
- 4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the



Employment and Training Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 LOCAL EMPLOYMENT

4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden (unless otherwise agreed with the Council acting reasonably).

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

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



4.5.3 The Owner shall ensure that at all times during the Construction Phase no less than two construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less than 52 weeks; and

(iii) paid at a rate not less than the London Living wage.

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

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

4.5.6 If the Owner is unable to provide the apprentice in accordance with Clause 4.5.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the individual apprentice placement) has been paid in full.

4.6 LOCAL PROCUREMENT

4.6.1 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.



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

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

4.7 SUSTAINABILITY PLAN

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

4.7.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed)

4.7.3 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 (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.7.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Sustainability 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.

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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



- 4.8.2 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.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall Occupy the Development 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.

4.9 TRAVEL PLAN

- 4.9.1 On or prior to the Occupation Date to:-
- (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution
- 4.9.2 Not to Occupy or permit Occupation of any part of the Development until such time as:
- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
 - (b) the Council has received the Travel Plan Monitoring Contribution in full.
- 4.9.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Travel 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.

4.10 CARBON OFFSET CONTRIBUTION

4.10.1 On or prior to Implementation to pay the Carbon Offset Contribution.

4.10.2 Not to Implement nor permit Implementation until such time as the Council has received the Carbon Offset Contribution in full.

4.11 AFFORDABLE HOUSING CONTRIBUTION

4.11.1 On or prior to Implementation to pay the Affordable Housing Contribution.

4.11.2 Not to Implement nor permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.12 LOCAL EMPLOYMENT AND TRAINING CONTRIBUTION

4.12.1 On or prior to Implementation to pay the Local Employment and Training Contribution.

4.12.2 Not to Implement nor permit Implementation until such time as the Council has received the Local Employment and Training Contribution in full.

4.13 SERVICING MANAGEMENT PLAN

4.13.1 On or prior to the Implementation Date to submit to the Council for approval the Servicing Management Plan.

4.13.2 Not to Implement nor permit Implementation until the Servicing Management Plan has been approved by the Council as demonstrated by written notice to that effect

4.13.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Servicing Management 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.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/5141/P 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 on reasonable prior notice 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 reasonably and properly incurred or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation provided that for the avoidance of doubt no fee shall be payable to the Council in respect of the Council's fulfilment of its obligations in this Agreement or in respect of



confirmation from the Council's planning department that the Owner has satisfied its obligations in this Agreement.

- 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 2016/5141/P and the Council shall in each case acknowledge receipt of the same.
- 5.7 Payment of the Highways and Public Realm Contribution pursuant to Clause 4.2 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 2016/5141/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.
- 5.7 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.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment



or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 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 2016/5141/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 Nothing in this Agreement prohibits or limits the right to develop the Property (or any part thereof) pursuant to a planning permission (other than the Planning Permission) which is granted after the date of this Agreement Provided that any subsequent planning permission may be subject to any further section 106 agreement that the Council may require.



- 6.5 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property and the Council shall use reasonable endeavours to assist with any requisitions raised by the Land Registry..
- 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 the Mortgagee 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 Following the issue of a certificate of compliance issued pursuant to clause 5.5 in respect of all of the Owner's obligations in this Agreement the Council shall consent to the removal of this Agreement from the Charges Register of the title to the Property



7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 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 (including, for the avoidance of doubt, the Mortgagee) 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. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council, the Owner and the Mortgagee have caused their respective common seals to be hereunto affixed the day and year first before written

EXECUTED AS A DEED BY)
COVENT GARDEN INVESTMENT S.A.R.L)
acting by a Director and its Secretary)
or by two Directors)

.....
Director


Christophe
Fender

.....
Director/Secretary


MARCEL STEPHANY



EXECUTED AS A DEED BY)
DEUTSCHE PFANDBRIEFBANK AG)

Signed by

SIMON CHARLES CAVEROTON

.....
Authorised signatory
for and on behalf of
DEUTSCHE PFANDBRIEFBANK AG

[Handwritten signature]
[Handwritten signature]
Nadia Lamrani
Authorised Signatory

Signed by

.....
Authorised signatory
for and on behalf of
DEUTSCHE PFANDBRIEFBANK AG

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

J. Alexander

.....
Authorised Signatory





THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

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

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

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



THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner 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.



THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Development.

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. **Public Transport and walking**
 - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Development for occupiers and visitors



2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Development

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Development.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:



- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Development

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Development;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.



1. **Review the Property's Transport Accessibility**

The first stage will be to review the Development's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Development to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.



Gerald Eve
72 Welbeck Street
London
W1G 0AY

Application Ref: **2016/5141/P**

09 March 2017

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:

182-184 High Holborn
London
WC1V 7AP

Proposal:

DECISION

Remodelling, refurbishment and extension of existing office building including formation of private terraces, rooftop plant, new entrances and all other enabling works in connection with the use of the building as offices (Class B1) with retail/office uses (Classes A1/B1) and flexible B1/A1/A3 floorspace at ground level.

Drawing Nos: Site Location Plan HH-P-00-OS-01-01 Rev P1; HH-E-00-OS-01-01 Rev P1; HH-E-20-B1-01-01 Rev P1; HH-E-20-OG-01-01 Rev P1; HH-E-20-01-01-01 Rev P1; HH-E-20-02-01-01 Rev P1; HH-E-20-03-01-01 Rev P1; HH-E-20-04-01-01 Rev P1; HH-E-20-05-01-01 Rev P1; HH-E-25-MF-01-11 Rev P1; HH-E-25-MF-01-12 Rev P1; HH-E-25-MF-01-14 Rev P1; HH-E-20-06-01-01 Rev P1; HH-E-20-0R-01-01 Rev P1; HH-E-26-MF-01-01 Rev P1; HH-E-26-MF-01-02 Rev P1; HH-P-20-OG-01-01 Rev P2; HH-P-20-OR-01-01 Rev P2; HH-P-20-01-01-01 Rev P2; HH-P-20-02-01-01 Rev P2; HH-P-20-03-01-01 Rev P2; HH-P-20-04-01-01 Rev P2; HH-P-20-05-01-01 Rev P2; HH-P-20-06-01-01 Rev P2; HH-P-20-07-01-01 Rev P2; HH-P-20-B1-01-01 Rev P2; HH-P-25-MF-01-01 Rev P2; HH-P-25-MF-01-02 Rev P2; HH-P-25-MF-01-03 Rev P2; HH-P-25-MF-01-04 Rev P2; HH-P-26-MF-01-01 Rev P2; HH-P-26-MF-01-02 Rev P2; Design and Access Statement by Spparc Architecture dated 16th September 2016; Updated Visuals by Spparc Architecture dated 11th November 2016; Townscape Views Rev P2 by Spparc Architecture; Planning Statement by Gerald Eve dated 3rd November 2016; Air Quality Report by Sweco Rev 01; Construction Management Plan by Quantem dated 25th August 2016; Heritage and Townscape Appraisal by KM Heritage dated September 2016; Energy and Sustainable



Design Statement Rev 03 by Sweco dated 15th September 2016; Daylight and Sunlight Report by Lumina dated August 2016; Acoustic Report by Sandy Brown dated 30th August 2016; Transport Statement Rev B by Curtins dated 21st November 2016; Interim Travel Plan Rev B by Curtins dated 21st November 2016; Off-site Assessment by Colliers International dated 23rd December 2016

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

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

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

Condition(s) and Reason(s):

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

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

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

Site Location Plan HH-P-00-OS-01-01 Rev P1; HH-E-00-OS-01-01 Rev p1; HH-E-20-B1-01-01 Rev P1; HH-E-20-OG-01-01 Rev P1; HH E 20 01 01-01 Rev P1; HH-E-20-02-01-01 Rev P1; HH-E-20-03-01-01 Rev P1; HH-E-20-04-01-01 Rev P1; HH-E-20-05-01-01 Rev P1; HH-E-25-MF-01-11 Rev P1; HH-E-25-MF-01-12 Rev P1; HH-E-25-MF-01-14 Rev P1; HH-E-20-06-01-01 Rev P1; HH-E-20-0R-01-01 Rev P1; HH-E-26-MF-01-01 Rev P1; HH-E-26-MF-01-02 Rev P1; HH-P-20-OG-01-01 Rev P2; HH-P-20-OR-01-01 Rev P2; HH-P-20-01-01-01 Rev P2; HH-P-20-02-01-01 Rev P2; HH-P-20-03-01-01 Rev P2; HH-P-20-04-01-01 Rev P2; HH-P-20-05-01-01 Rev P2; HH-P-20-06-01-01 Rev P2; HH-P-20-07-01-01 Rev P2; HH-P-20-B1-01-01 Rev P2; HH-P-25-MF-01-01 Rev P2; HH-P-25-MF-01-02 Rev P2; HH-P-25-MF-01-03 Rev P2; HH-P-25-MF-01-04 Rev P2; HH-P-26-MF-01-01 Rev P2; HH-P-26-MF-01-02 Rev P2; Design and Access Statement by Spparc Architecture dated 16th September 2016; Updated Visuals by Spparc Architecture dated 11th November 2016; Townscape Views Rev P2 by Spparc Architecture; Planning Statement by Gerald Eve dated 3rd November 2016; Air Quality Report by Sweco Rev 01; Construction Management Plan by Quantem dated 25th August 2016; Heritage and Townscape Appraisal by KM Heritage dated September 2016; Energy and Sustainable Design Statement Rev 03 by Sweco dated 15th September 2016; Daylight and Sunlight Report by Lumina dated August 2016; Acoustic Report by Sandy Brown dated 30th August 2016; Transport Statement Rev B by Curtins dated 21st November 2016; Interim Travel Plan Rev B by Curtins dated 21st November 2016; Off-site Assessment by Colliers International dated 23rd December 2016



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

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

a) Details including sections at 1:5 of all windows (including jambs, head and cill), piers, ventilation grills, louvres, canopies, external doors and gates;

b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;

c) Details including materials of all balustrades and roof terraces

d) Manufacturer's specification details of all facing materials

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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

4 Sample panels of the facing brickwork, masonry and all facing materials to be used on the building demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panels shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.



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

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

- 6 The Class A3 use hereby permitted shall not be carried out outside the following times: 08:00 to 23:30 Monday to Thursdays, 08:00 to 00:00 on Fridays and Saturdays and 08:00 to 22:30 on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 8 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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

- 9 Prior to commencement of development (excluding demolition and site preparation works) on site, full details of the mechanical ventilation including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from roads and the boiler stack to protect internal air quality.

Reason: To safeguard the amenities of the adjoining premises and the area generally



in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement of development, full details of an air quality assessment must be submitted and approved by the Local Planning Authority. The assessment must show the development meets the Mayor's 'air quality neutral' requirements. Details of any necessary NO2 abatement mechanisms shall be submitted to the Local Planning Authority and approved in writing.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £56,300 (1,126sqm x £50) for the Mayor's CIL and £50,670 (1,126sqm x £45 using the relevant rate for uplift in that type of floorspace) for the Camden CIL.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 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.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to



Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 5 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 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 7 You are advised that any additional external plant or machinery required in association the A3 use hereby approved would require the submission of a separate planning application.

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





