

Date: 03 October 2017  
Your Ref: 2012/6344/P, 2013/6756/P and 2014/6805/P

London Borough of Camden  
Camden Town Hall  
Judd Street  
London WC1H 9JE

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**David Joyce**  
**Director of Regeneration and Planning**  
**London Borough of Camden**  
**5 Pancras Square**  
**LONDON**  
**N1C 4AG**

Dear David

**41-43 Holmes Road, London NW5 3AN: 2014/6805/P**  
**(SHADOW) SECTION 106 AGREEMENT**

I refer to the above application to vary condition 2 (approved plans) of planning permission ref: 2012/6344/P dated 07/10/2013 as altered by non-material amendments ref: 2013/6756/P dated 28/02/2014.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Development and Housing Management Departments, in the construction and operation of the proposed development at 41-43 Holmes Road, London, NW5 3AN, will comply with the conditions marked with an asterisk in the planning permission referenced 2012/6344/P as varied in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



**Neil Vokes**  
**Director of Development**  
**Supporting Communities**  
**London Borough of Camden**



DATED

2017

(1) .....

and

[ (2) MORTGAGEE PLC/LIMITED ]

and

[ (3) LESSEE/TENANT ]

and

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

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

**41-43 Holmes Road**  
**London**  
**NW5 3AN**

**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 5647  
Fax: 020 7974 2962

1781.310

**THIS AGREEMENT** is made the                      day of                      2017

**B E T W E E N:**

- i.     **APPLICANT LIMITED** (Co. Regn. No.                      ) whose registered office is at  
(hereinafter called "the Owner") of the first part
  
- ii    **MORTGAGEE** of                      (hereinafter called "                      ") of the second part
  
- iii.   **[INTERESTED PARTY/LEASEHOLDER]** of [                      ] (hereinafter called the "                      " of  
the third part]
  
- iv.    **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of  
Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the  
fourth part

**WHEREAS**

- 1.1    The Owner is registered at the Land Registry as the freehold proprietor with Title  
absolute of the Property under Title Number NGL854301 [subject to a charge to the  
Mortgagee].
  
- 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    Permission for development of the Property was granted on 7 October 2013 under  
reference 2012/6344/P and non-material amendments were granted on 28 February  
2014 under reference 2013/6756/P (the Original Planning Permission).
  
- 1.4    A new planning application for the Development of the Property and to amend the  
Original Planning Permission was submitted to the Council and validated on 20  
February 2015 and the Council resolved to grant permission conditionally under  
reference number 2014/6805/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- [1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number and dated (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 Accessible Accommodation Plan" a plan securing the following:-
- (i) the provision of the Wheelchair Accessible Units fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011);
  - (ii) the location of the Wheelchair Accessible Units always ensuring that such units are located at ground floor level;
  - (iii) the provision of a platform lift which provides access to each floor level (to

include the basement level) within the Property;

- (iv) details which demonstrate that all staff areas, medical rooms, and multi-purpose spaces are accessible to all persons with mobility impairment;
- (v) provision of a secondary entrance way via the western courtyard for persons with mobility impairment only;
- (vi) measures to ensure that the Development is easily accessible to residents and visitors to the Development who are wheelchair users; and
- (vii) principles of inclusive design inform and are fully integrated within the Development

2.2	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.3	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
2.5	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the

Development using good site practices and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

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

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

the development permitted under reference 2012/6344/P for the erection of a part 3 part 2 storey extension to the south, new roof extension to rear and elevational alterations to retained building facing Holmes Road to provide an additional 16 rooms to existing 43 room hostel (Sui Generis) and ancillary office/commercial and storage space, following demolition of existing rear buildings to the south as amended by planning permission reference 2014/6805/P to create an overhang to the partial element of the ground floor extension facing



west onto No 54 Holmes Road, partial replacement of the brick slip chimney to the south roof pitch of the retained building and omitting front and rear rooflight/lightwells and associated alterations made with non-material amendments under ref: 2013/6756/P as shown on drawing numbers

Site Location Plan (100\_P\_00X Rev B), Existing Site Plan; inc. Roof Plan (100\_P\_01X Rev B), Existing Site Demolition Plan (100\_P\_00D Rev A), Existing Basement Plan (100\_L\_01X B), Existing Ground Floor Plan (100\_L\_02X B), Existing First Floor Plan (100\_L\_03X B), Existing Second Floor Plan (100\_L\_04X B), Proposed Site and Roof Plan 100\_P\_01P Rev M, Proposed Basement Plan (100\_L\_01P Rev E), Proposed Ground Floor Plan 100\_L\_02P revL; Proposed First Floor Plan (100\_L\_03P Rev F), Proposed Second Floor Plan (100\_L\_04P Rev F), Typical House Detailed Drawings (100\_D\_01 Rev C), Existing & Proposed Elevation 00 (North Elevation facing Holmes Road) (100\_E\_00 Rev B), Existing & Proposed Elevation 01 (North Elevation facing Holmes Road) (100\_E\_01 Rev B), Proposed Elevation 100\_E\_02 revD; Existing & Proposed Elevations 03 (South Elevation facing Rear Garden) (100\_E\_03 Rev B), Existing & Proposed Elevation 04 (East Elevation facing St Patrick's Primary School) (100\_E\_04 Rev B), Existing & Proposed Elevations 05 (East Elevation facing Main Courtyard) (100\_E\_05 Rev B), Existing & Proposed Elevation 06 (West Elevation facing Main Courtyard) (100\_E\_06 Rev B), Existing & Proposed Elevation 07 (North Elevation facing Main Courtyard) (100\_E\_07 Rev B), Existing &

Proposed Elevation 08 (South Elevation facing Main Courtyard) (100\_E\_08 Rev B), Proposed Elevation 100\_E\_09 revE, Existing & Proposed Elevation 10 (South Elevation facing Rear Courtyard) (100\_E\_10 Rev B), Existing & Proposed Section 01 (100\_S\_01 Rev B), Design and Access Statement , Heritage Statement , Planning Statement , Arboricultural Report (January 2013), BREEAM 2011 Pre-Assessment Report, Energy Statement, Daylight/Sunlight Report, Daylight/Sunlight Report: 45 Holmes Road (27/11/2012), Preliminary Bat Roost Assessment (dated 22/02/2013).

2.9 “the Energy Efficiency and Renewable Energy Plan”

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:-

(a) the incorporation of the measures set out in the submission document entitled “Energy Statement for 41-43 Holmes Road” by Sustain and dated November 2012;

(b) further details of how the Owner will reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to 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;

(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

(e) measures to enable future connection to a local energy network at the boundary of the Property;

(f) 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 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;

(g) 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 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

(h) 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

2.10 "the Existing Buildings"

the buildings which lie to the south at the rear of the Property at the date hereof

2.11 "the Highways Contribution"

the sum of £33,618 (thirty-three thousand six hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway adjacent to the Property at Holmes Road; and
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council acting reasonably)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

2.12 "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 and references

to "Implementation" and "Implement" shall be construed accordingly

- 2.13 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.14 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.15 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.16 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.17 "the Parties" the Council the Owner [and the Mortgagee]
- 2.18 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 20 February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2014/6805/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 at the Fourth Schedule
- 2.21 "the Property" the land known as 41-43 Holmes Road, London, NW5 3AN the same as shown shaded grey on the plan annexed hereto at the Fourth Schedule
- 2.22 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.23 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-
- (a) a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or 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;
  - (b) 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

- (c) 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

2.24 "Wheelchair Accessible Units"

the four (4) rooms within the sixteen (16) additional rooms being part of the Development which meet the minimum requirements of "Habinteg Wheelchair housing design guide (2<sup>nd</sup> edition)" as amended from time to time

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 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 It is expressly acknowledged by the Owner that notwithstanding the terms of this clause 3.8, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **ACCESSIBLE ACCOMMODATION PLAN**

- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the draft Accessible Accommodation Plan.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Accessible Accommodation Plan as demonstrated by written notice to that effect.
- 4.1.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Accessible Accommodation Plan as approved



by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Accessible Accommodation Plan.

#### **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 (in consultation with Transport for London) 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

#### **4.3 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.3.2 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.

- 4.3.3 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.
- 4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

#### 4.4 HIGHWAYS

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 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 undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.
- 4.4.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") together with (upon written request) a breakdown detailing how the Highways Contribution has been expended by the Council in carrying out the Highway Works.
- 4.4.5 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.

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of issuing the said certificate pay to the Owner the amount of the difference.

#### 4.5 LOCAL EMPLOYMENT

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

4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.5.1 hereof the Owner shall use all reasonable endeavours to work in partnership with (i) 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 King's Cross Construction Centre;
- (b) 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 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 Kings Cross Construction Centre and employed during the Construction Phase.

4.5.3 During the Construction Phase the Owner shall use all reasonable endeavours to 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 Centre.

4.5.4 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than one (1) construction industry apprentice shall be employed at the Development always ensuring that the apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) a resident of the London Borough of Camden or a London Borough of Camden approved care leaver and lives in a hostels pathway service;
- (iii) employed for a period of not less than 52 weeks;
- (iv) enrolled and trained to completion on a recognised construction training course;
- (v) supported through paid day-release to undertake relevant and appropriate training;
- (vi) receive on the job training and supervision by a suitably-experienced operative in a trade related to the required training; and
- (vii) paid at a rate not less than the national minimum wage.

#### 4.6 **LOCAL PROCUREMENT**

4.6.1 Prior to Implementation to agree a programme during the Construction Phase 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 Labour Market and Economy Service's Local Procurement Team in advance of accepting any 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 Phase 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 upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- 4.6.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### 4.7 **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.
- 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 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 not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### 5. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

- 5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.
- 5.3 The Council shall act reasonably when seeking to enforce any of the terms of this Agreement including where practicable to notify the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations.

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 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 planning reference 2014/6805/P the date upon which the Development is ready for Occupation.
- 6.3 The Parties shall act in good faith and shall co-operate with each other 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.

- 6.4 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.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan to the Council under Clauses 4.1 (Accessible Accommodation Plan), 4.2 (Construction Management Plan), 4.3 (Energy Efficiency and Renewable Energy Plan), 4.4 (Highways) and 4.7 (Sustainability 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 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 reference 2014/6805/P.
- 6.7 Payment of the financial contribution pursuant to Clause 4.4 (Highways) 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 2014/6805/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 6.8 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.

- 6.9 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 Index 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

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

- 6.10 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.

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/6805/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.



- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 Neither the Owner the                      or 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.
- 7.7 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.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7.9 The Director of Housing and Adult Social Care agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter dated 27<sup>th</sup> August 2013 attached hereto.

[8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.]

[9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

10.1 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 [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

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

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY )  
xxxxxxxxxxxxx LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) ) .....

Director Signature: ) .....

Director/Secretary Name (CAPITALS) ) .....

Director/Secretary Signature: ) .....

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

.....

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 July 2017). 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/undertaking 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 30 of the Camden Planning Guidance (adopted July 2015) 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 Leaseholder 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

The Council will seek to ensure that the developer 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 developers 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 developer, their main contractor and subcontractors.

**Facilities Management**

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

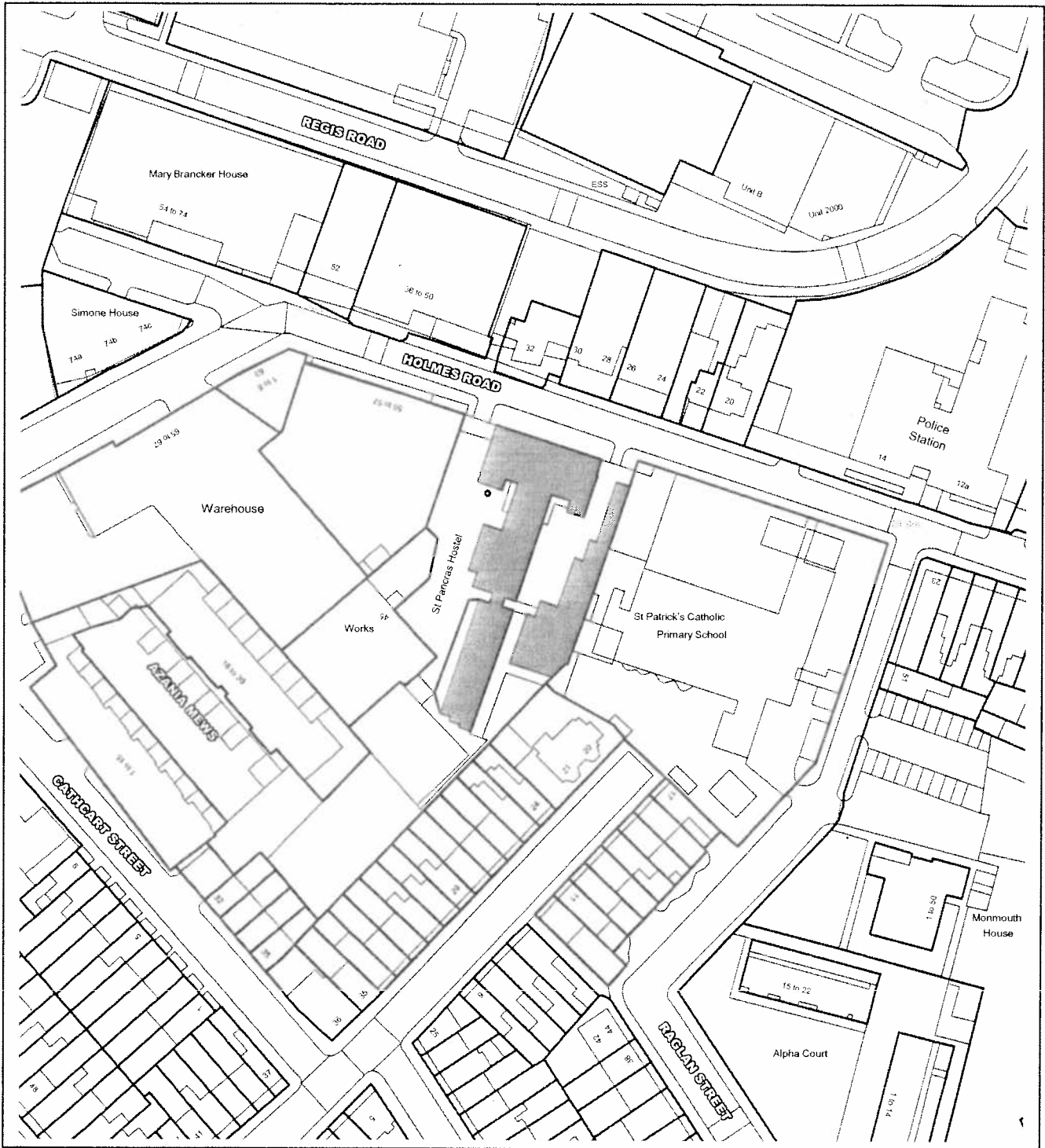
The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.



THE THIRD SCHEDULE  
PLAN OF THE PROPERTY



# 41-43 Holmes Road London NW5 3AN



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THE FOURTH SCHEDULE  
DRAFT PLANNING PERMISSION



Peter Barber Architects  
173 Kings Cross Road  
London  
WC1X 9BZ

Application Ref: **2014/6805/P**

11 October 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:

**St. Pancras Hostel  
41 Holmes Road  
London  
NW5 3AN**

Proposal:

**DECISION**

Variation of condition 2 (approved plans) of planning permission ref: 2012/6344/P dated 07/10/2013 (redevelopment of hostel), namely create overhang to partial element of the ground floor extension facing west onto No.54 Holmes Road, partially replace brick slip chimney to south roof pitch of retained building and omit front and rear rooflight/lightwells and associated alterations made with non-material amendments ref.: 2013/6756/P dated 28/02/2014.

Drawing Nos: Superseded:

Proposed Site and Roof Plan 100\_P\_01P RevG;  
Proposed Ground Floor Plan 100\_L\_02P revH;  
Proposed Elevation 100\_E\_02 revD;  
Proposed Elevation 100\_E\_09 revB.

Proposed:

Proposed Site and Roof Plan 100\_P\_01P RevM;  
Proposed Ground Floor Plan 100\_L\_02P revL;  
Proposed Elevation 100\_E\_02 revD;  
Proposed Elevation 100\_E\_09 revE.

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 Condition 2 of the planning permission granted on 07/10/2013 under reference number 2012/6344/P shall be replaced by the following condition:

#### REPLACEMENT CONDITION 2

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

Site Location Plan (100\_P\_00X Rev B), Existing Site Plan; inc. Roof Plan (100\_P\_01X Rev B), Existing Site Demolition Plan (100\_P\_00D Rev A), Existing Basement Plan (100\_L\_01X B), Existing Ground Floor Plan (100\_L\_02X B), Existing First Floor Plan (100\_L\_03X B), Existing Second Floor Plan (100\_L\_04X B), Proposed Site and Roof Plan 100\_P\_01P Rev M, Proposed Basement Plan (100\_L\_01P Rev E), Proposed Ground Floor Plan 100\_L\_02P revL; Proposed First Floor Plan (100\_L\_03P Rev F), Proposed Second Floor Plan (100\_L\_04P Rev F), Typical House Detailed Drawings (100\_D\_01 Rev C), Existing & Proposed Elevation 00 (North Elevation facing Holmes Road) (100\_E\_00 Rev B), Existing & Proposed Elevation 01 (North Elevation facing Holmes Road) (100\_E\_01 Rev B), Proposed Elevation 100\_E\_02 revD; Existing & Proposed Elevations 03 (South Elevation facing Rear Garden) (100\_E\_03 Rev B), Existing & Proposed Elevation 04 (East Elevation facing St Patrick's Primary School) (100\_E\_04 Rev B), Existing & Proposed Elevations 05 (East Elevation facing Main Courtyard) (100\_E\_05 Rev B), Existing & Proposed Elevation 06 (West Elevation facing Main Courtyard) (100\_E\_06 Rev B), Existing & Proposed Elevation 07 (North Elevation facing Main Courtyard) (100\_E\_07 Rev B), Existing & Proposed Elevation 08 (South Elevation facing Main Courtyard) (100\_E\_08 Rev B), Proposed Elevation 100\_E\_09 revE, Existing & Proposed Elevation 10 (South Elevation facing Rear Courtyard) (100\_E\_10 Rev B), Existing & Proposed Section 01 (100\_S\_01 Rev B), Design and Access Statement, Heritage Statement, Planning Statement, Arboricultural Report (January 2013), BREEAM 2011 Pre-Assessment Report, Energy Statement, Daylight/Sunlight Report, Daylight/Sunlight Report: 45 Holmes Road (27/11/2012), Preliminary Bat Roost Assessment (dated 22/02/2013).

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

Informative(s):



## 1 Reasons for granting planning permission

The proposal would create an overhang to a partial element of the ground floor extension facing west onto No.54 Holmes Road. This alteration would allow access to existing drainage. As a result, the internal space, namely a 'cluster' kitchen would be marginally reduced in size. The proposal would also replace a brick slip chimney to the principle building to the south of the site with a suitably coloured flue. Elements including a glazed rooflight/lightwell to the rear and lightwell to the front of the principle building to the south of the site are also to be omitted.

In terms of appearance, the alteration to the west of the site would only take place on a 3.5m length element of a 28m extension, set well within the site and subject to limited public view. The materials, pattern and fenestration alignment would remain as per the approved scheme thereby ensuring the appropriate character and appearance of the host building and securing a high quality design. The flue would represent a sympathetic alteration in a relatively discreet area of the roof and the omission of the lightwells would not harm the character of the host buildings.

The proposal would reduce a 15sq.m kitchen by 3sqm without harm to the operation of the 'cluster' element or the Hostel as a whole.

No objections were received prior to making this decision. The planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of the London Plan 2015, consolidated with alterations since 2011; and paragraphs 14, 17, and 56 - 66 of the National Planning Policy Framework.

- 2 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 3 You are reminded that conditions 8 (photovoltaic cells), 10 (soft landscaping), 18 (cycle parking), 20 (BREEAM), 22 (construction skills and procurement), 23 (apprentices), 24 (energy statement) and 27 (planting) of planning permission 2012/6344/P, granted on 07/10/2013, are outstanding and require details to be submitted and approved by the local planning authority.

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

Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**



DATED

2017

(1) .....

and

[ (2) MORTGAGEE PLC/LIMITED ]

and

[ (3) LESSEE/TENANT ]

and

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

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

41-43 Holmes Road  
London  
NW5 3AN

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 5647  
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