

DATED

24th January

2018

(1) DE BEERS UK LIMITED

and

(2) ANGLO AMERICAN SERVICES (UK) LTD

and

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

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

17 Charterhouse Street, London EC1N 6RA

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972;
Section 1(1) of the Localism Act 2011; and
S278 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 1478

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THIS AGREEMENT is made the *24th* day of *January* 2018

BETWEEN:

A. **DE BEERS UK LIMITED** (Co. Regn. No. 2054170) of 17 Charterhouse Street, London EC1N 6RA whose registered office is 20 Carlton House Terrace, London, United Kingdom, SW1Y 5AN (hereinafter called "the Freehold Owner") of the first part; and

B. **ANGLO AMERICAN SERVICES (UK) LTD** (No 02295324) of 20 Carlton House Terrace, London SW1Y 5AN (hereinafter called "the Leasehold Owner") of the second part;

hereinafter the Freehold Owner and the Leasehold Owner to be called "the Owner"
and

C. **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 Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL326180, NGL84961, LN115500, LN152108 and LN70182.

1.2 The Freehold Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 The Leasehold Owner was granted a lease of the Property by the Freehold Owner dated 15 December 2017 and is interested in the Property for the purposes of Section 106 of the Act and is registered at the Land Registry as the leasehold proprietor with Title absolute under Title Number *NGL 976214*

1.4 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

- 1.5 A Planning Application for the Development of the Property was submitted to the Council and validated on 11th August 2017 and the Council resolved to grant permission conditionally under reference number 2017/4586/P subject to the conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.
- 1.7 As local highway authority the Council considers the Highway Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

2. DEFINITIONS

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

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| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "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 |
| 2.4 | "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 |

2.5	"Carbon Offset Contribution"	the sum of £26,839 (twenty six thousand eight hundred and thirty nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Charterhouse Street Bus Stop"	the permanent bus stop provided in a location on Charterhouse Street as agreed between the Owner and Transport for London (TfL)
2.8	"Charterhouse Street Temporary Bus Stop"	the temporary bus stop to be provided prior to the relocation of the Charterhouse Street Bus Stop as shown on the plan (drawing reference P17-082 A-80-PLA-07) annexed hereto at Appendix 1
2.9	"the Conservation Area"	the Hatton Garden Conservation Area
2.10	"the Construction Apprentice Default Contribution"	the maximum sum of £140,000 (one hundred and forty thousand pounds) a sum being £7,000 per apprentice required as a result of the Development to be paid by the Owner to the Council in lieu of construction apprentice provision
2.11	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per 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 apprentices during the Construction Phase.
2.12	"Construction Implementation"	the implementation of the Development by the carrying out of a material operation as defined in section 56 of the Act

PROVIDED THAT for the purposes of this Agreement Demolition, site clearance, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, shall not constitute a material operation and references to "Implementation of Construction" and "Implement Construction" shall be construed accordingly

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| 2.13 | "Construction Implementation Date" | the date on which Construction Implementation occurs |
| 2.14 | "Construction Management Plan" | <p>a plan setting out the measures that the Owner will adopt prior to the Implementation of Construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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):-</p> <ul style="list-style-type: none"> (i) a statement to be submitted to the 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 Conservation Area features; (iii) proposals to ensure the protection and preservation |

of the Listed Buildings during the Construction Phase;

(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(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

2.15	"the Construction Management Plan Implementation Support Contribution"	the sum of £22,816 (twenty two thousand eight hundred and sixteen 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 and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
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2.16	"the Construction Phase"	the whole period between the Construction Implementation Date and ending on the date of issue of the Certificate of Practical Completion
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2.17	"the Council's Considerate"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating
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- Contractor Manual" to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.18 "Demolition" means carrying out of any material operations as defined in Section 56(4)(aa) of the Act in connection with the demolition of the Existing Buildings and "Demolish" shall be construed accordingly
- 2.19 "Demolition Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings at the Property using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Management Plan as set out in the Second Schedule hereto to ensure the Demolition of the Existing Buildings 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 the 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;
 - (ii) proposals to ensure the protection and preservation of the Listed Buildings during Demolition;
 - (iii) proposals to ensure there are no adverse effects on the Conservation Area features;
 - (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vi) the inclusion* of a waste management strategy for handling and disposing of construction waste; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;

2.20 "the Demolition Management Plan Implementation Support Contribution" the sum of £7,564 (seven thousand five hundred and sixty four 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 and approval of the draft Demolition Management Plan and verification of the proper operation of the approved Demolition Management Plan during Demolition

2.21 "Demolition Implementation Date" means the date of commencement of Demolition of the Existing Buildings and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly

2.22 "the Development" extensions and refurbishment of the existing part seven, part five storey (plus basement) building including erection of a single storey roof extension to Saffron Hill block, part two-storey and part five-storey extensions within central courtyard, part removal of the existing façade and part replacement with new glazed, metal and stonework façade. Access alterations including redesign of existing pedestrian

entrance and relocation of vehicular entrance on Charterhouse Street. Remodelling and replacement of existing plant and equipment. Provision of cycle parking spaces, and associated landscaping works as shown on the following plans: Existing: P17-059-A-05-00-P01; P17-059-A-05-01-P01; P17-059-A-05-02-P01; P17-059-A-05-03-P01; P17-059-A-05-04-P01; P17-059-A-05-05-P01; P17-059-A-05-06-P01; P17-059-A-05-07-P01; P17-059-A-05-08-P01; P17-059-A-05-B1-P01; P17-059-A-05-EVE-01-P01; P17-059-A-05-EVE-02-P01; P17-059-A-05-EVE-03-P01; P17-059-A-05-EVE-04-P01; P17-059-A-05-EVE-05-P01; P17-059-A-05-EVE-06-P01; P17-059-A-05-EVE-07-P01; P17-059-A-05-EVE-08-P01; P17-059-A-05-EVE-09-P01; P17-059-A-05-LG-P01; P17-059-A-05-SEC-01-P01; P17-059-A-05-SEC-02-P01; P17-059-A-06-00-P01; P17-059-A-06-01-P01; P17-059-A-06-02-P01; P17-059-A-06-03-P01; P17-059-A-06-04-P01; P17-059-A-06-05-P01; P17-059-A-06-06-P01; P17-059-A-06-07-P01; P17-059-A-06-08-P01; P17-059-A-06-B1-P01; P17-059-A-06-LG-P01.

Proposed: P17-059-A-07-00-P03; P17-059-A-07-01-P03; P17-059-A-07-02-P03; P17-059-A-07-03-P03; P17-059-A-07-04-P03; P17-059-A-07-05-P03; P17-059-A-07-06-P03; P17-059-A-07-07-P03; P17-059-A-07-08-P03; P17-059-A-07-B1-P02; P17-059-A-07-EVE-01-P03; P17-059-A-07-EVE-02-P03; P17-059-A-07-EVE-03-P03; P17-059-A-07-EVE-04-P03; P17-059-A-07-EVE-05-P03; P17-059-A-07-EVE-06-P02; P17-059-A-07-EVE-07-P02; P17-059-A-07-EVE-08-P03; P17-059-A-07-EVE-09-P03; P17-059-A-07-EVE-10-P02; P17-059-A-07-EVE-20-P03; P17-059-A-07-EVE-21-P03; P17-059-A-07-EVE-22-P03; P17-059-A-07-EVE-23-P03; P17-059-A-07-EVE-24-P03; P17-059-A-07-EVE-25-P03; P17-059-A-07-EVE-26-P02; P17-059-A-07-EVE-27-P03; P17-059-A-07-LG-P02; P17-059-A-07-SEC-P01; P17-059-A-07-SEC-P01; P17-059-A-07-SIT-01-P03; P17-059-A-07-SIT-02-P02; P17-059-A-07-SIT-03-P01; P17-059-A-07-SIT-04-P02; P17-059-A-07-SIT-05-P01; P17-059-

A-07-SIT-06-P01; P17-059-A-07-SIT-07-P01; P17-059-A-07-SIT-10-P01.

Design and Access Statement by MCM Architecture Limited dated 11 August 2017; Final Design Report by MCM Architecture Limited dated 24 November 2017; Planning Statement by Planning Potential dated August 2017; Statement of Community Involvement by Planning Potential dated August 2017; Heritage Statement by Alan Baxter Associates dated August 2017; Transport Statement (including Servicing Management Plan) by I-Transport LLP dated 10 August 2017; Travel Plan by I-Transport LLP dated 10 August 2017; Environmental Noise Report (Revision 3) by Mach Testing dated 28 November 2017; Sustainability Statement and BREEAM Pre-Assessment Results by Twin and Earth dated 24 November 2017; Energy Statement Rev. 2 by Twin and Earth dated 24 November 2017; Energy Strategy Briefing Note by Twin Earth dated 24 November 2017; Strategy for Structural Demolition and Construction Report by Ramboll dated August 2017; Drainage Strategy by Ramboll dated July 2017; SUDs Proforma dated 24 November 2017; Ecology Report by The Ecology Consultancy dated 3 August 2017; Daylight and Sunlight Report by Delver Patman Redler dated August 2017; Air Quality Assessment by RSK Group dated 12 December 2017; Archaeological Desk-Top Assessment by Isambard Archaeology dated August 2017; Draft Demolition Management Plan by Burke Hunter Adams dated August 2017; Draft Construction Management Plan by Burke Hunter Adams dated August 2017.

2.23 "the Employment and Training Contribution"

the sum of £106,556 (one hundred and six thousand and five hundred and fifty six 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 for the provision of employment and training opportunities in the Borough

2.24 "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 arising out of the Development and for it to satisfy the obligations contained in clause 4.6 of this Agreement through (but not be limited to) the following:-

- (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;
- (c) to ensure the provision of 20 (twenty) construction apprentices;
- (d) make provision during the Construction Phase for no less than 8 (eight) 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;
- (f) to ensure delivery of a minimum of 1 (one) end use apprenticeship; and
- (g) to commit to following the Local Procurement Code

2.25 "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 17 Charterhouse Street dated 24th November 2017 by Twin and Earth to achieve a 18.4% reduction in CO2 emissions beyond the Part L 2013 baseline;
- 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 9.5% 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 decentralised energy network has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:
 - safeguarded space for a future heat exchanger;
 - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
 - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;

- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
 - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- f) include a pre-Construction Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculation 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 professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; 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

- 2.26 "the Existing Buildings" the buildings existing on the Property at the date of this Agreement specifically the existing extension within the courtyard between the Charterhouse Street building and St Andrew's House
- 2.27 "the First Jewellery Workspace Payment In Lieu" the first jewellery workspace payment in lieu being a payment of £300,000 (three hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the development or retention of affordable jewellery workspaces and jewellery related businesses in the Hatton Garden area and for the avoidance of doubt any indexation or interest made under this payment shall not to be included as payment towards the Jewellery Workspace Payment In Lieu
- 2.28 "the Highways Contribution" the sum of £109,180 (one hundred and nine thousand one hundred and eighty 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 of works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highway Works"):-
- (a) reinstatement and repaving of the Public Highway directly adjacent to the Property;
 - (b) any other works the Council acting reasonably requires as a direct result of the Development
- 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 undertakers costs

2.29 "the Jewellery Initiatives"

details of the following initiatives to be submitted by the Owner to the Council in the Jewellery Workspace Plan (unless otherwise agreed):

- provision of two 5 day courses per year for a period of 5 years for Hatton Garden business owners or employees on subjects – including synthetic diamonds and polishing and grading, with attendees to be selected through the Camden / Hatton Garden Business Improvement District and be subject to Owner's security screening protocols;
- penthouse meeting room to be offered to providers of training and support to the local jewellery sector (i.e. GemA, etc.) free of charge for 10 days per year for a minimum period of 5 years;
- atrium/restaurant event space to be offered free of charge (with dates subject to availability and catering at cost) to the organisers of evening events that benefit jewellery sector businesses with 2 events taking place per year for a minimum period of 5 years;
- commitment to a rolling programme of apprenticeship recruitment employing at least two apprentices per year for a minimum period of 5 years with apprenticeships to be employed in any job roles for which an apprentice framework is available (i.e. catering and facilities departments) and to be recruited through the Camden Apprenticeships service and be subject to Owner's security screening protocols;
- hosting of 2 work experience placements per annum with the expected length to be 2 weeks per placement for a minimum duration period of 5 years, and

- details of any other initiatives offered by the Owner as may be agreed with the Council

2.30 "the Jewellery Initiatives Assessment"

an evidence based methodology for assessing the monetary value of the Jewellery Initiatives to be thoroughly assessed by the Council as part of the Jewellery Workspace Plan and shall:

- include details and costings based on evidence from a range of existing and equivalent courses and spaces (and in relation to event and meeting spaces to be in the immediate surrounding area to the Property) and have been available over the preceding 18 month period and to be used by the Owner to calculate monetary values for the Jewellery Initiatives and such valuations to be reviewed and approved by the Council in writing;
- not to include any initiatives which would be ordinarily provided under other parts of this Agreement or any other such agreement, and
- allow for any additional initiatives that the Owner offers under the Jewellery Workspace Plan as may be agreed by the Council.

2.31 "the Jewellery Workspace Plan"

a plan setting out a package of measures to be adopted by the Owner in support of the local jewellery industry commencing on the date of approval of the plan by the Council and to include:

- further details about the Jewellery Initiatives to be offered by the Owner;
- evidence based monetary calculations showing the Jewellery Initiatives Assessment undertaken by the Owner;

- a detailed breakdown showing how the Owner has discounted the figure taken from Jewellery Initiatives Assessment from any payment required to be made under the Second Jewellery Workspace Payment in Lieu, and

for the avoidance of any doubt the plan to be submitted to the Council for its express written approval.

2.32	"the Jewellery Workspace Payment In Lieu"	the maximum payment of £990,024 (nine hundred and ninety thousand and twenty four pounds) to be discounted by the figure ascertained following the completion of the Jewellery Initiatives Assessment with the First Jewellery Workspace Payment In Lieu and the Second Jewellery Workspace Payment In Lieu (if required) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the development or retention of affordable jewellery workspaces and jewellery related businesses in the Hatton Garden area and for the avoidance of doubt any indexation or interest made under this payment shall not to be included as payment towards the Jewellery Workspace Payment In Lieu
2.33	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.34	"the Listed Buildings"	the Grade II listed St Andrews House and the Grade II listed buildings at Ely Place
2.35	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.36	"Local Procurement"	the code annexed to the Third Schedule hereto

	Code"	
2.37	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.38	"the Parties"	mean the Council the Freehold Owner and the Leasehold Owner
2.39	"the Pedestrian, Cycling and Environmental Improvements Contribution"	the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm environmental improvements in the vicinity of the Development
2.40	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 11 th August 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4586/P subject to conclusion of this Agreement
2.41	"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
2.42	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto at Appendix 2
2.43	"the Property"	the land known as 17 Charterhouse Street, London, EC1N 6RA as shown shaded grey on the plan annexed hereto at Appendix 3
2.44	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.45 "the Jewellery Workspace Payment In Lieu" Second the second jewellery workspace payment in lieu being a maximum payment of £690,024 (six hundred and ninety thousand and twenty four pounds) reduced by the figure ascertained following the completion of the Jewellery Initiatives Assessment and to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the development or retention of affordable jewellery workspaces and jewellery related businesses in the Hatton Garden area and for the avoidance of doubt any indexation or interest made under this payment shall not to be included as payment towards the Jewellery Workspace Payment In Lieu

2.46 "the Servicing Management Plan" 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 vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;

(f) the likely size of the delivery vehicles entering the Property;

(g) 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

(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same

(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;

(j) details of arrangements for refuse storage and servicing; and

(k) 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

2.47 "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 which shall:-

(a) achieve the targets set out in the submission document entitled Sustainability Statement for 17 Charterhouse Street dated 24 November 2017 by Twin and Earth;

(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review

report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 86% of the credits in Energy, 100% Water and 46% of the credits in the Materials categories;

- (a) include a pre-Construction Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (b) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (c) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (d) 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

2.48 "the Travel Plan Monitoring Contribution" the sum of £6,244 (six thousand two hundred and forty four) 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 and approve the Owner's Travel Plan over a six year period

from the date of first Occupation of the Development

2.49 "the Travel Plan Co-ordinator"

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, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.50 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

(a) the elements set out in the Fourth Schedule hereto;

(b) provision for an initial substantial review 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;

(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

(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;

(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;

(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;

(g) include measures which seek to reduce existing and new deliveries and other trips to the Property (by non-Low Emission Vehicles) to or below the requisite maximum number i.e. 54 trips per day and to increase the use of electric and emission-free vehicle for trips;

(h) includes measures to reduce the detrimental impact on local air quality , and

(i) free or subsidised cycle hire membership fobs should be provided to employees as part of a travel plan

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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 Demolition Implementation Date and/or the Construction Implementation Date (as may be applicable).
- 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 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 BUS STOP RELOCATION

- 4.1.1 Prior to the Construction Implementation Date to ensure that the Charterhouse Street Temporary Bus Stop has been provided.

4.1.2 Not to Occupy the Development or permit the Occupation of the Development until the Charterhouse Street Bus Stop has been fully relocated and is ready for operative use.

4.2 CAR FREE

4.2.1 To ensure that prior to Occupation of any part of the Development each new occupant 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:

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 above will remain permanently.

4.2.4 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 CARBON OFFSET CONTRIBUTION

4.3.1 On or prior to the Demolition Implementation Date to pay to the Council the Carbon Offset Contribution in full.

- 4.3.2 Not to Implementation Demolition or to permit the Implementation of Demolition until such time as the Council has received the Carbon Offset Contribution in full.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 On or prior to the Construction Implementation Date to:
- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) submit to the Council for approval a draft Construction Management Plan.
- 4.4.2 Not to Implement Construction nor allow the Implementation of Construction until such time as the Council has:
- (i) received the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.4.3 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.
- 4.4.4 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 to remedy such non-compliance.

4.5 DEMOLITION MANAGEMENT PLAN

- 4.5.1 On or prior to the Demolition Implementation Date to:

- (iii) pay to the Council the Demolition Management Plan Implementation Support Contribution in full; and
- (iv) submit to the Council for approval a draft Demolition Management Plan.

4.5.2 Not to Implement Demolition nor allow Implementation of the Demolition until such time as the Council has:

- (iii) received the Demolition Management Plan Implementation Support Contribution in full; and
- (iv) approved the Demolition Management Plan as demonstrated by written notice to that effect.

4.5.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that Demolition of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.5.4 To ensure that Demolition shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in the Demolition at any time when the requirements of the Demolition 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 to remedy such non-compliance.

4.6 EMPLOYMENT AND TRAINING

- 4.6.1 On or prior to the Demolition Implementation Date to pay to the Council the Employment and Training Contribution in full.
- 4.6.2 Not to Implement Demolition nor permit the Implementation of Demolition until such time as the Council has received the Employment and Training Contribution in full.
- 4.6.3 Prior to the Construction Implementation Date to submit to the Council for approval the Employment and Training Plan.

- 4.6.4 Not to Implement Construction nor permit the Implementation of Construction until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.6.5 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.
- 4.6.6 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 Employment and Training 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 Employment and Training Plan

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.7.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan 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 Energy Efficiency and Renewable Energy 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 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.

4.8 HIGHWAYS CONTRIBUTION

- 4.8.1 On or prior to the Demolition Implementation Date to pay to the Council the Highways Contribution in full.
- 4.8.2 Not to Implement Demolition until such time as the Council has received the Highways Contribution in full.
- 4.8.3 On or prior to Construction Implementation to submit to the Council the Level Plans for approval.
- 4.8.4 Not to Implement Construction or to allow Implementation of Construction until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.
- 4.8.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.8.7 The Council shall provide to the Owner such evidence to verify the Certified Sum as may be reasonably requested by the Owner.
- 4.8.8 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.

- 4.8.9 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner a sum equal to the difference between the Certified Sum and the Highway Contribution.

4.9 JEWELLERY WORKSPACE PLAN

- 4.9.1 On or prior to the Demolition Implementation Date to pay to the Council the First Jewellery Workspace Payment In Lieu in full.
- 4.9.2 Not to Implement Demolition or to permit the Implementation of Demolition until such time as the Council has received the First Jewellery Workspace Payment In Lieu in full
- 4.9.3 Six months prior to Occupation to submit the Jewellery Workspace Plan to the Council for approval.
- 4.9.4 Not to Occupy or permit Occupation of the Development until the Jewellery Workspace Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.9.5 In the event that the Jewellery Workspace Plan identifies that a Second Jewellery Workspace Payment In Lieu is payable then the Owner shall ensure payment of the Second Jewellery Workspace Payment In Lieu to the Council prior to Occupation.
- 4.9.6 Not to Occupy or permit Occupation of the Development until the Second Jewellery Workspace Payment In Lieu has been paid to the Council (if required).

4.10 JEWELLERY WORKSPACE REALLOCATION

- 4.10.1 In the event that the Owner ceases to Occupy the Development as a jewellery related business and fails to provide an appropriate Jewellery Workspace Payment In Lieu (with a commensurate value for the Jewellery Initiatives) in accordance with the Jewellery Workspace Plan (as approved by the Council) then the Owner (or their successors in title) shall provide an appropriate amount of affordable jewellery workspace within the Property or the Hatton Garden local area.

4.11 LOCAL EMPLOYMENT

4.11.1 The Owner shall work in partnership with the King's Cross Construction Centre and take the following specific measures during the Demolition and the Construction Phase to ensure:-

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Demolition and the Construction Phase of the Development to the King's Cross Construction Centre;
- c) 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;
- d) that the King's Cross Construction Centre is supplied with a full labour programme during Demolition and the Construction Phase (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
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Demolition and the Construction Phase.

4.11.2 The Owner shall ensure that at all times during the Construction Phase no less than 20 construction apprentices shall be employed in connection with 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 national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national

minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.11.3 The Owner shall ensure that during the Demolition and the Construction Phase of the Development no less than 8 (eight) work placements and/or work experience opportunities are provided at the Development.

4.11.4 Notwithstanding the provisions in clauses 4.11.2 and 4.11.3 (above) of this Agreement, during the Demolition and 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.

4.11.5 On or prior to the Demolition Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

4.11.6 Not to Implement Demolition or permit the Implementation of Demolition until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.

4.11.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.11.2 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 Implement Demolition or permit Demolition until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.11.8 Following the Occupation Date of the Development the Owner shall ensure that for a minimum of 5 years it will (unless otherwise agreed with the Council at the

request of the Owner) have in its employ no less than one end use apprentice always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.12 LOCAL PROCUREMENT

4.12.1 Prior to Implementation of Construction 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.

4.12.2 On or prior to Implementation of Construction 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.

4.12.3 To ensure that Demolition and the Construction Phase 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.

4.12.4 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.

4.13 PEDESTRIAN, CYCLING AND ENVIRONMENTAL CONTRIBUTION

- 4.13.1 On or prior to the Demolition Implementation Date to pay to the Council the Pedestrian, Cycling and Environmental Contribution in full.
- 4.13.2 Not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Pedestrian, Cycling and Environmental Contribution in full.

4.14 SERVICING MANAGEMENT PLAN

- 4.14.1 On or prior to Implementation of Construction to submit to the Council for approval the Servicing Management Plan.
- 4.14.2 Not to Implement Construction or permit the Implementation of Construction of any part of the Development until such time as the Council has approved the Servicing Management Plan as demonstrated by written notice to that effect.
- 4.14.3 After 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 Servicing Management 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 Servicing Management Plan.

4.15 SUSTAINABILITY PLAN

- 4.15.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.15.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.15.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

- 4.15.4 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.16 TRAVEL PLAN

- 4.16.1 On or prior to the Demolition Implementation Date to pay to the Council the Travel Plan Monitoring Contribution.
- 4.16.2 Not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Travel Plan Monitoring Contribution in full.
- 4.16.3 On or prior to the Construction Implementation Date to:
 - 4.16.3.1 submit to the Council the Travel Plan for approval; and
 - 4.16.3.2 appoint the Travel Plan Co-ordinator.
- 4.16.4 Not to Implement Construction of any part of the Development until such time as the Council has:
 - 4.16.4.1 approved the Travel Plan as demonstrated by written notice to that effect;
 - 4.16.4.2 been notified of the appointment and contact details of the Travel Plan co-ordinator.
- 4.16.5 The Owner covenants with the Council that after 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 Travel 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 Travel Plan.

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

- 5.1 The Owner shall give written notice to the Council prior to the respective Demolition Implementation Date and the Construction Implementation Date specifying that the Demolition Implementation or Construction Implementation 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 7.1 hereof quoting planning reference 2017/4586/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (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.
- 5.6 If following performance of the planning obligations contained in this Agreement, the Owner requests in writing to the Planning Obligations Monitoring Officer for

confirmation of due performance, the Council shall provide a confirmation in writing or notification of all obligations that have been fulfilled or discharged and any remaining obligations still to be performed within 28 days of such request being made with a maximum of one request being made every six months.

- 5.7 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 2017/4586/P.
- 5.8 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/4586/P. Electronic Transfer be made directly to 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.
- 5.9 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.
- 5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such

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

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

- 5.11 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 COUNCIL COVENANTS

- 6.1 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.
- 6.2 The Council covenants with the Owner to use all sums received from the Owner under this Agreement for the purposes specified in this Agreement for which it is to be paid and for no other purpose.
- 6.3 The Council covenants with the Owner that it will refund all such sums received by the Council under this Agreement which have not been expended or formally allocated to a specific programme in accordance with the provisions in this Agreement within ten years of the date of receipt of the final instalment by the Council of such sum.

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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras

Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/4586/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 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 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.

8 RIGHTS OF THIRD PARTIES

9. JOINT AND SEVERAL LIABILITY

Director **DAVID FRICKER**
N.M. BYERS

Director/Secretary

EXECUTED (but not delivered
until the date hereof)
AS A DEED by
ANGLO AMERICAN SERVICES (UK) LTD.
acting by a director and its secretary or by
two directors

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Director

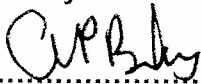
S.I. PEARCE

T J WAY

Director/Secretary

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
Pro Forma
Demolition Management Plan**

The Council has produced a pro-forma Demolition Management Plan that can be used to prepare and submit a Demolition 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 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 Management Plan

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

THE THIRD 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 Demolition and 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 Demolition and the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the Demolition and 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 Demolition and 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 Demolition and 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 s 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 FOURTH 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 Property.

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 Property for occupiers and visitors

2. Taxis and Minicabs

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

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 Property.
- 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

- b. free or subsidised cycle hire membership fobs should be provided to employees

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

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

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 Property'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 Property 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**

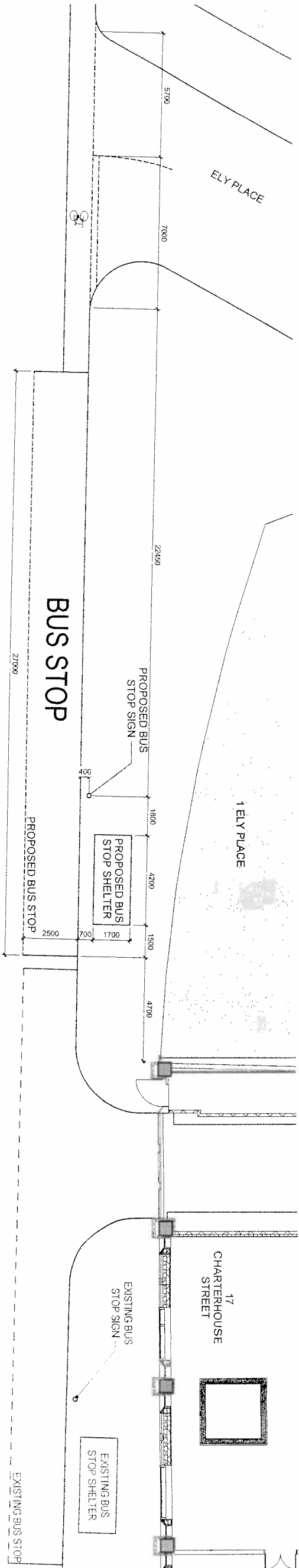
Stages 1 to 3 will provide the base information for the review of the Travel Plan.

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.

APPENDIX 1

CHARTERHOUSE STREET TEMPORARY BUS STOP



Handwritten signatures and initials.

CHARTERHOUSE STREET

40 HOLBORN VIADUCT

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THIS DRAWING AND ANY INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF M&A ARCHITECTS LTD. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF M&A ARCHITECTS LTD. IN THE EVENT OF DISCREPANCY BETWEEN THIS DRAWING AND ANY OTHER DOCUMENTS, THIS DRAWING SHALL TAKE PRECEDENCE. THE CLIENT ACCEPTS THAT THE DRAWING IS PROVIDED AS A GUIDE ONLY AND THAT THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMISSIONS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE DRAWING IS THE PROPERTY OF M&A ARCHITECTS LTD. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF M&A ARCHITECTS LTD.

CLIENT	AA & DB
PROJECT	17 CHARTERHOUSE ST.
DRAWING	PROPOSED BUS STOP PLAN
SCALE	1:100 @ A1
STATUS	<input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> TENDER <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> AS BUILT
DRAWN	TE
CHECKED	NA
DRAWING NO.	P17-082
DATE	A-80-PLA-07
BY	
DATE	

M&A ARCHITECTS LTD
17 Holborn Street, London EC1A 1LR
T 020 7592 8990
www.m-a-architects.com

APPENDIX 2
DRAFT DECISION NOTICE

Planning Potential Ltd
Magdalen House
148 Tooley Street
London
SE1 2TU

Application Ref: **2017/4586/P**

19 January 2018

Dear Sir/Madam

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:
17 Charterhouse Street
London
EC1N 6RA

Proposal:

Extensions and refurbishment of the existing part seven, part five storey (plus basement) building including erection of a single storey roof extension to Saffron Hill block, part two-storey and part five-storey extensions within central courtyard, part removal of the existing façade and part replacement with new glazed, metal and stonework façade to Charterhouse Street. Access alterations including redesign of existing pedestrian entrance and relocation of vehicular entrance on Charterhouse Street. Remodelling and replacement of existing plant and equipment. Provision of cycle parking spaces, and associated landscaping works.

Drawing Nos:

Existing: P17-059-A-05-00-P01; P17-059-A-05-01-P01; P17-059-A-05-02-P01; P17-059-A-05-03-P01; P17-059-A-05-04-P01; P17-059-A-05-05-P01; P17-059-A-05-06-P01; P17-059-A-05-07-P01; P17-059-A-05-08-P01; P17-059-A-05-B1-P01; P17-059-A-05-EVE-01-P01; P17-059-A-05-EVE-02-P01; P17-059-A-05-EVE-03-P01; P17-059-A-05-EVE-04-P01; P17-059-A-05-EVE-05-P01; P17-059-A-05-EVE-06-P01; P17-059-A-05-EVE-07-P01; P17-059-A-05-EVE-08-P01; P17-059-A-05-EVE-09-P01; P17-059-A-05-LG-P01; P17-059-A-05-SEC-01-P01; P17-059-A-05-SEC-02-P01; P17-059-A-06-00-P01; P17-059-A-06-01-P01; P17-059-A-06-02-P01; P17-059-A-06-03-P01; P17-059-A-06-04-P01; P17-059-A-06-05-P01; P17-059-A-06-06-P01; P17-059-A-06-07-P01; P17-059-A-06-08-P01; P17-059-A-

06-B1-P01; P17-059-A-06-LG-P01.

Proposed: P17-059-A-07-00-P03; P17-059-A-07-01-P03; P17-059-A-07-02-P03; P17-059-A-07-03-P03; P17-059-A-07-04-P03; P17-059-A-07-05-P03; P17-059-A-07-06-P03; P17-059-A-07-07-P03; P17-059-A-07-08-P03; P17-059-A-07-B1-P02; P17-059-A-07-EVE-01-P03; P17-059-A-07-EVE-02-P03; P17-059-A-07-EVE-03-P03; P17-059-A-07-EVE-04-P03; P17-059-A-07-EVE-05-P03; P17-059-A-07-EVE-06-P02; P17-059-A-07-EVE-07-P02; P17-059-A-07-EVE-08-P03; P17-059-A-07-EVE-09-P03; P17-059-A-07-EVE-10-P02; P17-059-A-07-EVE-20-P03; P17-059-A-07-EVE-21-P03; P17-059-A-07-EVE-22-P03; P17-059-A-07-EVE-23-P03; P17-059-A-07-EVE-24-P03; P17-059-A-07-EVE-25-P03; P17-059-A-07-EVE-26-P02; P17-059-A-07-EVE-27-P03; P17-059-A-07-LG-P02; P17-059-A-07-SEC-P01; P17-059-A-07-SEC-P01; P17-059-A-07-SIT-01-P03; P17-059-A-07-SIT-02-P02; P17-059-A-07-SIT-03-P01; P17-059-A-07-SIT-04-P02; P17-059-A-07-SIT-05-P01; P17-059-A-07-SIT-06-P01; P17-059-A-07-SIT-07-P01; P17-059-A-07-SIT-10-P01.

Supporting Documents: Design and Access Statement by MCM Architecture Limited dated 11 August 2017; Final Design Report by MCM Architecture Limited dated 24 November 2017; Planning Statement by Planning Potential dated August 2017; Statement of Community Involvement by Planning Potential dated August 2017; Heritage Statement by Alan Baxter Associates dated August 2017; Transport Statement (including Servicing Management Plan) by I-Transport LLP dated 10 August 2017; Travel Plan by I-Transport LLP dated 10 August 2017; Environmental Noise Report (Revision 3) by Mach Testing dated 28 November 2017; Sustainability Statement and BREEAM Pre-Assessment Results by Twin and Earth dated 24 November 2017; Energy Statement Rev. 2 by Twin and Earth dated 24 November 2017; Energy Strategy Briefing Note by Twin Earth dated 24 November 2017; Strategy for Structural Demolition and Construction Report by Ramboll dated August 2017; Drainage Strategy by Ramboll dated July 2017; SUDs Proforma dated 24 November 2017; Ecology Report by The Ecology Consultancy dated 3 August 2017; Daylight and Sunlight Report by Delver Patman Redler dated August 2017; Air Quality Assessment by RSK Group dated 12 December 2017; Archaeological Desk-Top Assessment by Isambard Archaeology dated August 2017; Draft Demolition Management Plan by Burke Hunter Adams dated August 2017; Draft Construction Management Plan by Burke Hunter Adams dated August 2017.

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 Before the relevant part of the work is begun, 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:

- a) Details drawings (plans at 1:20, elevations at 1:20, and sections at 1:10) of all windows, glazing, fritting, mullions, transoms, spandrel panels, column treatment, frame treatment, the plinth treatment, ventilation grills, plant screen, external doors and gates;

- b) Detailed drawings of all balustrades;

- c) Manufacturer's specification details of all facing materials and detailed drawings showing junctions (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 Before the relevant part of work is begun, detailed drawings showing features to be reinstated such as the vehicular entrance gates shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall be carried out in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 No development, other than site clearance and enabling works, shall take place until full details of hard and soft landscaping (including materials where necessary) and means of enclosure of all un-built, open areas and public realm (including the terraces at 5th and 6th floor level) have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development or prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Prior to commencement of development, other than site clearance and enabling works, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance;
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs;
 - iii. full details of planting species and density.

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 7 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 8 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 9 Prior to commencement of development, other than site clearance and enabling works, details of secure and covered cycle storage area for 100 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 10 Prior to first occupation any part of the development, confirmation of the necessary measures to secure 4 active electric vehicle charging points within the development shall be submitted to and approved in writing by the local planning authority. Such measures shall be completed prior to first occupation and shall thereafter be retained.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policies T1 and T2 of the Camden Local Plan 2017.

- 11 The existing waste and recycling store shall be permanently retained.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 12 Prior to commencement of any development, other than site clearance & preparation, details of the rainwater and grey water recycling proposals should be submitted to the local planning authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies.

- 13 Prior to commencement of development, other than site clearance and enabling works, details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change (demonstrating in excess of 50% betterment on existing brownfield rates and seeking greenfield levels of runoff). The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 14 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (2016) and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 15 The two existing sets of gates at the southern end of Saffron Hill shall be retained in situ unless otherwise agreed in writing by 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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 16 Prior to commencement of any works on site the items to the exterior of the existing building specified in the salvage schedule by Planning Potential dated 06/12/2017 shall be removed from site to a place of safekeeping and protected during the course of the works. Prior to occupation of the development details of the future use of all identified items for salvage shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

- 2 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.

Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 3 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, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 6 Prior to any demolition works commencing, site clearance and/or construction, all contractors shall be made aware of potential roosting bats or breeding birds on neighbouring buildings.

Should breeding birds be found, then works should cease and a qualified ecologist should assess the situation and if required an appropriate exclusion zone, detailed of which shall be submitted to and approved by the Council, should be implemented around it until the young have fledged.

- 7 Site clearance, demolition and building preparation should be undertaken outside the bird nesting season (Feb-August inclusive). Where this is not possible, an ecologist should assess any vegetation and built structures for active signs of nesting. In the event a nest is found an appropriate exclusion zone should be implemented around it until the young have fledged.

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

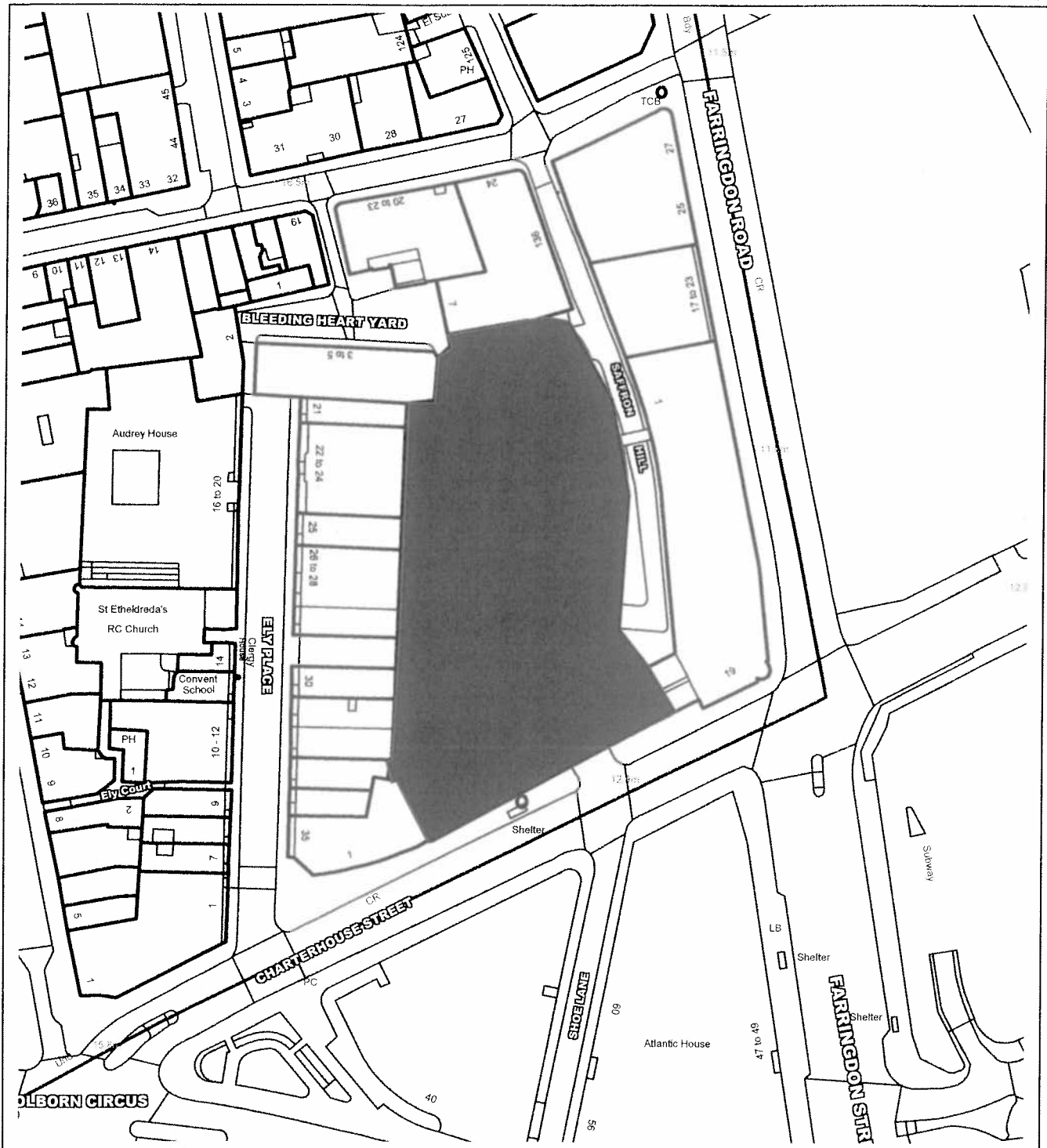
DECISION

2017/4586/P

APPENDIX 3
PROPERTY PLAN

17 Charterhouse Street London EC1N 6RA - 2017/4586/P

Handwritten signatures and initials, including "S. J. M." and "S. J. M."



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DATED *24th January* 2018

(1) DE BEERS UK LIMITED

and

(2) ANGLO AMERICAN SERVICES (UK) LTD

and

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

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

17 Charterhouse Street, London EC1N 6RA

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011