

DATED 12 February 2018

(1) THE HOXTON (HOLBORN) LIMITED

and

(2) STANDARD CHARTERED BANK

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
The Hoxton, 199-203 High Holborn, London, WC1V 7BD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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CLS/COM/SEA/1781.633
FINAL

THIS AGREEMENT is made the 12th day of February 2018

B E T W E E N:

- i. **THE HOXTON (HOLBORN) LIMITED** (Co. Regn. No. 8207455) whose registered office is at 4th Floor, 159 St John Street, London, England, EC1V 4QJ (hereinafter called "the Owner") of the first part
- ii. **STANDARD CHARTERED BANK** (Co. Regn. No. ZC000018) of 1 Basinghall Avenue, London EC2V 5DD (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL852396 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of part the Property was submitted to the Council and validated on 17 January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0200/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL852396 and dated 30 July 2015 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

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|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "Affordable Housing Contribution" | the sum of £583,240 (five hundred and eighty three thousand two hundred and forty 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 the provision of Affordable Housing in the London Borough of Camden |
| 2.4 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |

- 2.6 "the Construction Apprentice Default Contribution" the sum of £7,500 (seven thousand and five hundred pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision
- 2.7 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the 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):
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (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;
- (vii) that Heavy Goods Vehicle movement to and from the site will be limited to within the hours of 9:30 to 16:30 Monday to Friday and 8:00 to 13:00 on Saturdays;
- (viii) that no Heavy Goods Vehicle movement shall occur on Sundays and Bank

Holidays unless agreed with the Council in writing in advance;

(ix) that no customers may be picked up or dropped off by coach at any time either directly outside the hotel or within the service yard;

(x) that no vehicular service deliveries or collections to or from the hotel shall take place outside the hours of 07:30 to 18:00 on any day of the week.

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| 2.9 | "the Construction Management Plan Implementation Support Contribution" | the sum of £3,240 (three thousand two hundred and forty 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 |
| 2.10 | "the Construction Phase" | the whole period between <ul style="list-style-type: none">(i) the Implementation Date and(ii) the date of issue of the Certificate of Practical Completion |
| 2.11 | "the Council's Considerate Contractor Manual" | the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden |
| 2.12 | "the Development" | erection of a six storey rear infill extension above the existing service yard, incorporating a green façade and mansard roof extension |

above the existing five storey wing fronting Newton Street to accommodate 46 additional hotel rooms as shown on drawing numbers 10475-EPR-00-PL-TP-A-0100-3; 10475-EPR-00-SO-TP-A-0402-3; 10475-EPR-00-WE-TP-A-0403-3; 10475-EPR-00-EA-TP-A-0401-3; 10475-EPR-00-BB-TP-A-0502-3; 10475-EPR-00-GF-TP-A-0200-3; 10475-EPR-00-01-TP-A-0201-3; 10475-EPR-00-02-TP-A-0202-3; 10475-EPR-00-03-TP-A-0203-3; 10475-EPR-00-04-TP-A-0204-3; 10475-EPR-00-05-TP-A-0205-3; 10475-EPR-00-RP-TP-A-0206-3; 10475-EPR-00-PL-TP-A-0110-3; 10475-EPR-00-NO-TP-A-0430-3; 10475-EPR-00-EA-TP-A-0431-3; 10475-EPR-00-WE-TP-A-0433-3; 10475-EPR-00-SO-TP-A-0432-3; 10475-EPR-00-XX-DR-A-3101-2; 10475-EPR-00-AA-TP-A-0530-3; 10475-EPR-00-BB-TP-A-0531-3; 10475-EPR-00-CC-TP-A-0532-3; 10475-EPR-00-DD-TP-A-0533-3; 10475-EPR-00-GF-TP-A-0230-4; 10475-EPR-00-01-TP-A-0231-4; 10475-EPR-00-02-TP-A-0232-4; 10475-EPR-00-03-TP-A-0233-4; 10475-EPR-00-04-TP-A-0234-4; 10475-EPR-00-05-TP-A-0235-4; 10475-EPR-00-RP-TP-A-0236-4; 2016/3197/001-C

2.13 “the Employment and Training Contribution”

the sum of £7,396.74 (seven thousand three hundred and ninety-six pounds and seventy-four pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of assisting local residents to receive training in the skills that would enable them to access the jobs created by the new development

2.14 “the Employment and Training Plan”

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.4 of this Agreement through (but not 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 one construction apprentices;
- (d) make provision during the Construction Phase for no less than two work placements;
- (e) 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) ensure delivery of a minimum of one end use apprenticeship;

- (g) commit to following the Local Procurement Code (as set out in the Third Schedule).

2.15 “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 Assessment Revision P2 by Hoare Lea dated 9 January 2017 (Revision P2) to achieve a 35% 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 41.1% beyond Part L 2013 and 9.9% reduction through renewables 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 of the new extension to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:
- safeguarded area 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 in the new extension 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-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculations certifying

that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (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 and installation contracts) 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

2.16 "the Highways Contribution"

the sum of £18,592.48 eighteen thousand five hundred and ninety two pounds and forty eight pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) repair and repaving of the public highway and reinstatement of affected road and footway surfaces; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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

2.17	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.18	"King's Cross Construction Centre"	the London Borough of Camden's flagship skills centre
2.19	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.20	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21	"the Parties"	mean the Council, the Owner and the Mortgagee
2.22	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 January 2017 for

- which a resolution to grant permission has been passed conditionally under reference number 2017/0200/P subject to conclusion of this Agreement
- 2.23 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.24 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.25 "the Property" the land known as The Hoxton, 199-203 High Holborn, London, WC1V 7BD the same as shown shaded grey on the plan annexed hereto
- 2.26 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.27 "the Service 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.

2.28 “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 Hoxton - Holborn Extension - Pre-assessment Report Revision 2 by Hoare Lea dated 28 March 2017
- (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 a Very Good and attaining at least minimum credit targets in Energy (60%), Materials (40%) and Water (33%);
- (a) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on sustainability contained within its Development Plan;

- (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

2.29 "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 First 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.
2.30	“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
2.31	“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

3. **NOW THIS DEED WITNESSETH** as follows:

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 PAYMENT IN LIEU OF AFFORDABLE HOUSING

- 4.1.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.
- 4.1.2 The Owner hereby covenants with the Council not to implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to:
 - (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (b) submit to the Council for approval a draft Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
 - (a) received the Construction Management Plan Implementation Support Contribution in full; and
 - (b) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with

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

4.3 LOCAL EMPLOYMENT AND TRAINING CONTRIBUTIONS

4.3.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.

4.3.2 The Owner hereby covenants with the Council not to implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution.

4.3.3 The Owner shall work in partnership with the King's Cross Construction Centre and take the following specific measures during 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 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 for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

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

- (a) recruited through the Kings Cross Construction Centre;
- (b) employed for a period of not less than 52 weeks; and

- (c) 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) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.
- 4.3.5 The Owner shall ensure that during the Construction Phase of the Development no less than two work placements and/or work experience opportunities are provided at the Development. This apprentice shall be recruited through Camden apprenticeships.
- 4.3.6 Notwithstanding the provisions in clauses 4.3.2 and 4.3.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 4.3.7 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full
- 4.3.8 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.3.9 If the Owner is unable to provide the apprentices in accordance with Clause 4.3.2 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 Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.
- 4.3.10 Following the Occupation Date of the Development the Owner shall ensure that at all times 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

4.4 EMPLOYMENT AND TRAINING PLAN

- 4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or 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.
- 4.4.4 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 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.

4.5 LOCAL PROCUREMENT

- 4.5.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the

provision of goods and service to the Development in accordance with the Local Procurement Code (as set out in the Third Schedule).

- 4.5.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.5.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.5.4 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.

4.6 **ENERGY EFFICIENCY PLAN**

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.6.3 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.
- 4.6.4 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.

4.7 SUSTAINABILITY PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability 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 Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council 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.

4.8 TRAVEL PLAN

- 4.8.1 On or prior to the Implementation Date to:
 - (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution
- 4.8.2 Not to Implement or permit Implementation of any part of the Development until such time as:
 - (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
 - (b) the Council has received the Travel Plan Monitoring Contribution in full.
- 4.8.3 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.

4.9 SERVICING MANAGEMENT PLAN

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

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

4.9.3 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 Service 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 Service Management Plan.

4.10 HIGHWAYS CONTRIBUTION

4.10.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.10.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.10.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.10.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.10.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.10.6 On completion of the Highway Works (to be carried out by the Council as soon as reasonably practicable following completion of the Development) the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") properly and

reasonably expended by the Council in carrying out the Highway Works.

4.10.7 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.

4.10.8 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 the amount of the difference between the Certified Sum and the Highway Contribution.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2017/0200/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property 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 Council and the Owner shall act in good faith and shall co-operate with the each other to facilitate the approval discharge and performance of all obligations contained herein within reasonably acceptable timescales.

5.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations

- contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 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.
- 5.7 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 2017/0200/P.
- 5.7 Payment of the Affordable Housing Contribution, Construction Management Plan Implementation Support Contribution, Construction Apprentice Support Contribution, Travel Plan Monitoring Contribution, and Highways 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 2017/0200/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this

Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP 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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2017/0200/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property and it is agreed that upon satisfaction of the obligations contained in this Agreement the Council shall provide any assistance

reasonably required in order to remove such entry from the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect and any contributions paid to the Council shall be returned in full to the Owner (other than any relating to the payment of the Council's reasonable legal costs).

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement (including, for the avoidance of doubt, clause 5.8) shall not be enforceable against any mortgagee (including the Mortgagee) or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
THE HOXTON (HOLBORN) LIMITED)
acting by a Director in the presence of:

.....
Signature of Director

.....
Signature of Witness

Name of Witness (block capitals)

.....
LAURA CREED

Address of Witness

.....
62 HOLLAND ROAD, LONDON W14 8BB

EXECUTED as a Deed)
By STANDARD CHARTERED BANK)
by)
in the presence of:)

.....
A. Turner
Paul Stuckler
PAUL STUCKLER

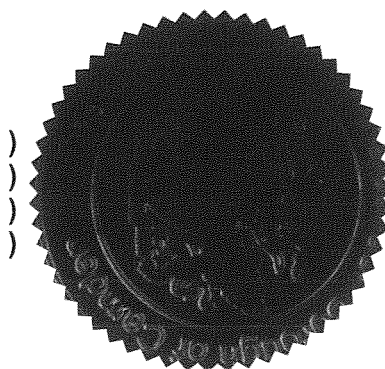
.....

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

R. Alexander

.....

Authorised Signatory



**THE FIRST SCHEDULE
Pro Forma
Construction Management Plan**

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

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

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

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

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: REVIEW AND MONITORING OF THE TRAVEL PLAN

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

1. Review the Property's Transport Accessibility

The first stage will be to review the 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.

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 the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set

out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

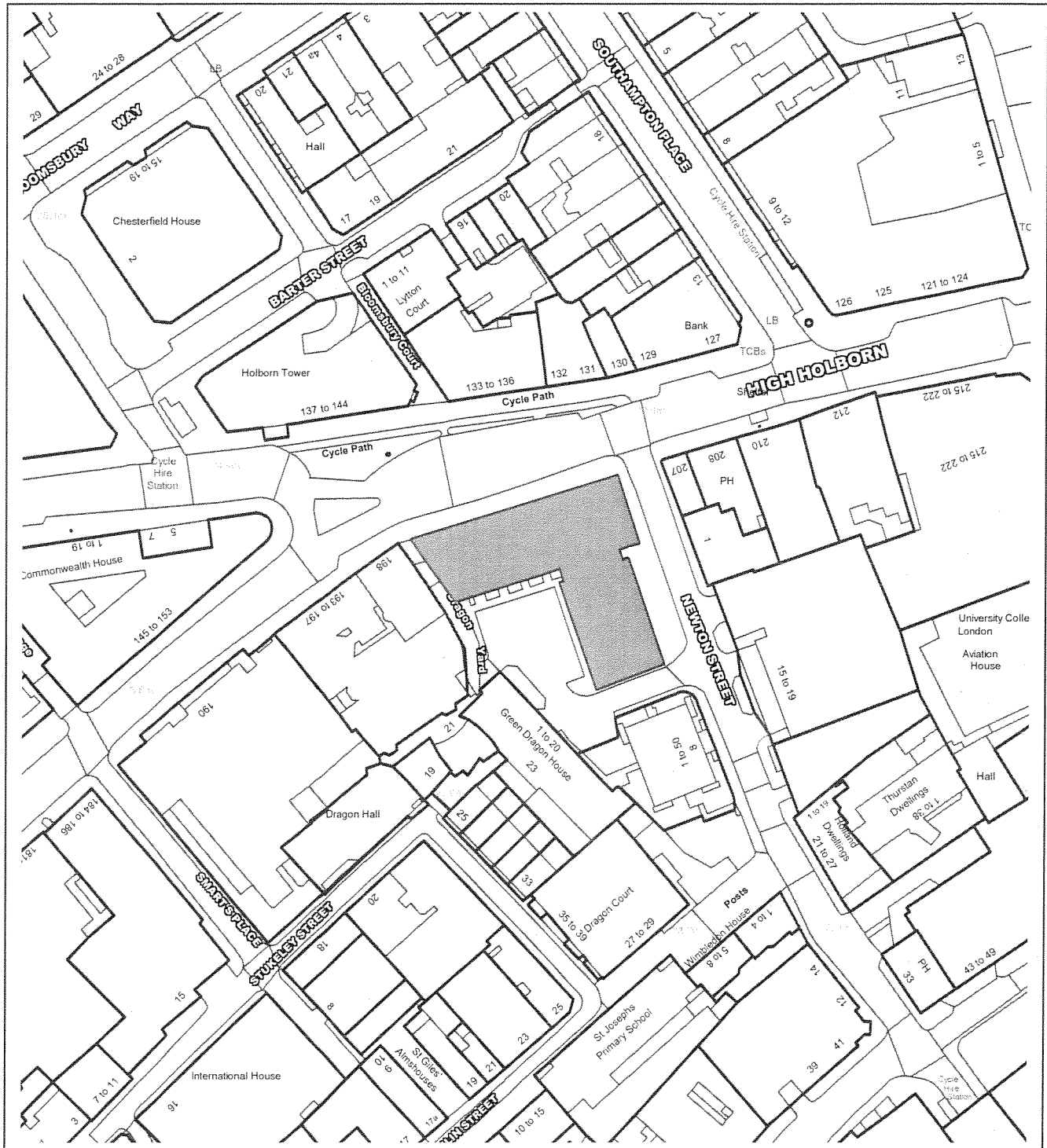
Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 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.

NORTHGATE SE GIS Print Template



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Indigo Planning
87 Chancery Lane
London
WC2A 1ET

Application Ref: **2017/0200/P**

24 January 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

The Hoxton Hotel
199 - 203 High Holborn
London
WC1V 7BD

Proposal:

DECISION
Erection of 6-storey rear infill extension above existing service yard, incorporating a green facade and mansard roof extension above existing 5-storey wing fronting Newton Street to accommodate 46 additional hotel rooms.

Drawing Nos: 10475-EPR-00-PL-TP-A-0100-3; 10475-EPR-00-SO-TP-A-0402-3; 10475-EPR-00-WE-TP-A-0403-3; 10475-EPR-00-EA-TP-A-0401-3; 10475-EPR-00-BB-TP-A-0502-3; 10475-EPR-00-GF-TP-A-0200-3; 10475-EPR-00-01-TP-A-0201-3; 10475-EPR-00-02-TP-A-0202-3; 10475-EPR-00-03-TP-A-0203-3; 10475-EPR-00-04-TP-A-0204-3; 10475-EPR-00-05-TP-A-0205-3; 10475-EPR-00-RP-TP-A-0206-3; 10475-EPR-00-PL-TP-A-0110-3; 10475-EPR-00-NO-TP-A-0430-3; 10475-EPR-00-EA-TP-A-0431-3; 10475-EPR-00-WE-TP-A-0433-3; 10475-EPR-00-SO-TP-A-0432-3; 10475-EPR-00-XX-DR-A-3101-2; 10475-EPR-00-AA-TP-A-0530-3; 10475-EPR-00-BB-TP-A-0531-3; 10475-EPR-00-CC-TP-A-0532-3; 10475-EPR-00-DD-TP-A-0533-3; 10475-EPR-00-GF-TP-A-0230-4; 10475-EPR-00-01-TP-A-0231-4; 10475-EPR-00-02-TP-A-0232-4; 10475-EPR-00-03-TP-A-0233-4; 10475-EPR-00-04-TP-A-0234-4; 10475-EPR-00-05-TP-A-0235-4; 10475-EPR-00-RP-TP-A-0236-4; 2016/3197/001-C

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 10475-EPR-00-PL-TP-A-0100-3; 10475-EPR-00-SO-TP-A-0402-3; 10475-EPR-00-WE-TP-A-0403-3; 10475-EPR-00-EA-TP-A-0401-3; 10475-EPR-00-BB-TP-A-0502-3; 10475-EPR-00-GF-TP-A-0200-3; 10475-EPR-00-01-TP-A-0201-3; 10475-EPR-00-02-TP-A-0202-3; 10475-EPR-00-03-TP-A-0203-3; 10475-EPR-00-04-TP-A-0204-3; 10475-EPR-00-05-TP-A-0205-3; 10475-EPR-00-RP-TP-A-0206-3; 10475-EPR-00-PL-TP-A-0110-3; 10475-EPR-00-NO-TP-A-0430-3; 10475-EPR-00-EA-TP-A-0431-3; 10475-EPR-00-WE-TP-A-0433-3; 10475-EPR-00-SO-TP-A-0432-3; 10475-EPR-00-XX-DR-A-3101-2; 10475-EPR-00-AA-TP-A-0530-3; 10475-EPR-00-BB-TP-A-0531-3; 10475-EPR-00-CC-TP-A-0532-3; 10475-EPR-00-DD-TP-A-0533-3; 10475-EPR-00-GF-TP-A-0230-4; 10475-EPR-00-01-TP-A-0231-4; 10475-EPR-00-02-TP-A-0232-4; 10475-EPR-00-03-TP-A-0233-4; 10475-EPR-00-04-TP-A-0234-4; 10475-EPR-00-05-TP-A-0235-4; 10475-EPR-00-RP-TP-A-0236-4; 2016/3197/001-C

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

- 3 No customers shall be picked up or dropped off by coach at any time either directly outside the hotel or within the service yard.

Reason: To safeguard the highway conditions and safety of the wider area and amenities of the neighbouring residential premises and the area generally in accordance with the requirements of policies G1 and A1 of the Camden Local Plan 2017.

- 4 No vehicular service deliveries or collections to or from the hotel shall take place from the Service Yard outside of the hours 07:30 - 18:00 Mondays to Fridays and 08:00 - 18:00 Saturdays and Sundays, and no servicing shall take place at any time from the vehicular highway on Newton Street.

Reason: To safeguard the highway conditions and safety of the wider area and to safeguard the amenities of the neighbouring residential premises and the area generally in accordance with the requirements of policies G1 and A1 of the Camden Local Plan 2017.

- 5 Samples panels of all facing materials shall be submitted to and approved in writing by the Local Planning Authority before work on the relevant parts of the development is begun. A samples board of the approved materials shall be erected and maintained on site throughout the works period and the relevant parts of the works shall not be carried out otherwise than 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 Camden Local Plan 2017.

- 6 Before the development commences, details of secure and covered cycle storage area for 20 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 Camden Local Plan 2017.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan 2017.

- 8 Prior to commencement of use, the hereby approved plant equipment and associated ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan 2017.

- 9 The development shall provide the 4 accessible guest rooms on levels 1, 2, 3 and 4 as demonstrated on the hereby approved plans. The buildings shall not be occupied until the accessible rooms have been provided.

Reason: To ensure that the internal layout of the building makes sufficient provision for the needs of people with disabilities in accordance with the requirements of policy C6 of the Camden Local Plan 2017.

- 10 Prior to commencement of development full details of the proposed mechanical ventilation system for the hereby approved extension demonstrating that air inlet locations will be positioned away from busy roads and as close to roof level as possible should be submitted to the Local Planning Authority and approved in writing. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with policies G1, A1 and CC4 of the Camden Local Plan 2017.

- 11 Prior to construction of the building a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof 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 of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies G1, CC1, CC3, CC4, D1 and A3 of the Camden Local Plan 2017.

- 12 The living wall hereby approved shall be implemented and retained and maintained thereafter in accordance with the details provided within the document 'Living Wall Proposals for The Hoxton (Holborn Ltd) 199-206 High Holborn, London, WC1V 7BD by Viewpoint Associated LLP dated 14/12/2016.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies G1, CC1, CC3, CC4, D1 and A3 of the Camden Local Plan 2017.

- 13 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the construction phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the construction phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1 and CC4 of the Camden Local Plan 2017.

- 14 No part of the flat roof of the development hereby approved shall be used at any time as a roof terrace and shall only be accessed for maintenance.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan.

- 15 The hotel extensions shall be implemented in accordance with the plans hereby approved, in terms of the layout and operation to provide 46 hotel bedrooms only and the extensions shall not be used as any other use ancillary to the hotels operation.

Reason: To ensure that the overall occupancy and nature of the hotel operation does not intensify to safeguard the highway conditions and safety of the wider area and to safeguard the amenities of the neighbouring residential premises and the area generally in accordance with the requirements of policies G1, T4 and A1 of the Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 3 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.
- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £51,450(1,029sqm x £50) for the Mayor's CIL and £41,160(1,029sqm x £40) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. 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.

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

DRAFT

DECISION

DATED 12 February 2018

(1) THE HOXTON (HOLBORN) LIMITED

and

(2) STANDARD CHARTERED BANK

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
The Hoxton, 199-203 High Holborn, London, WC1V 7BD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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