

DATED 4 November 2014

(1) UNIVERSITY COLLEGE LONDON

and

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

A G R E E M E N T

relating to land known as

**BENTHAM HOUSE (formerly known as Thorne House), ENDSLEIGH GARDENS
and 1-2 ENDSLEIGH STREET LONDON
WC1H 0EG**

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

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1685.2909
FINAL

THIS AGREEMENT is made the 4 day of November 2014

B E T W E E N:

- i. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 NGL539464, 268579 and 268800.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 5 August 2014 and the Council resolved to grant permission conditionally under reference number 2014/5034/P subject to conclusion of this legal Agreement.
- 1.4 The Application for Listed Building Consent for the Development was submitted to the Council and validated on 5 August 2014 and the Council has resolved to grant the Listed Building Consent under reference number 2014/5044/L.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and having regard to the provisions of the Development Plan considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Additional Training and Employment Contribution" the sum of £7,000 (seven thousand pounds) in respect of each individual apprentice not provided under clause 4.5 hereof to be paid by the Owner to the Council in accordance with the term of this Agreement to be applied by the Council in the event of receipt for the provisions of employment and training needed in the London Borough of Camden
- 2.4 "Application for Listed Building Consent" an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and Validated on 5 August 2014 for which a resolution to grant permission has been passed
- 2.5 "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

2.6 "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

2.7 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.8 "Construction Management Plan"

a plan setting out the site specific measures that the Owner will adopt in undertaking any demolition at the Property and the construction of the Development at the Property (and for the avoidance of doubt it is specifically acknowledged that such plan may comprise two separate elements namely one element relating to demolition works and the second element to construction works) using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- a) 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:

b) incorporation of the provisions set out in the First Schedule annexed hereto (as appropriate);

c) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

d) 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);

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

f) 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

2.9 "the Construction Phase"

the whole period between

(i) the earlier of the following two dates namely the first date when any demolition commences and the Implementation Date; and

(ii) the later of the following two dates namely the date demolition ends and the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition at the Property

2.10 "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

2.11 "the Development"

enlargement and external alterations, including recladding and the addition of one storey to the Gideon Schreier wing, new five storey rear extension and associated provision of external cycle parking and landscaping, following substantial demolition of Gideon Scheier Wing; all in association with the refurbishment of the existing university building (Use Class D1) as shown on drawing numbers:-

Supporting documents:

Ecology and Biodiversity Statement by Thompson Ecology report no.APBH102 rev02 4/08/2014; Transport Statement by Icen August 2014; Heritage statement by Alan Baxter Associates dated Aug 2014; Noise Impact Assessment by Sandy Brown consultants 14109-R02-B dated 31 July 2014; Design & Access statement by Levitt Bernstein dated

August 2014; Plant location details
031430/M203/00 & 031430/M208/00.

Proposed drawings: (prefix 3000_L_): 097 rev. P10 Basement, 098 rev. P10 Basement Mezzanine, 099 rev. P10 Lower Ground floor, 100 rev. P12 Ground floor, 101 rev. P11 First floor, 102 rev. P11 Second floor, 103 rev. P12 Third floor, 104 rev. P12 Fourth floor, 105 rev. P13 Fifth floor, 106 rev. P6 Roof, 197 rev. P7 South West Elevation, 198 rev. P5 South East Elevation, 199 rev. P3 North East elevation, 200 rev. P5 Section AA, 201 rev. P6 Section BB, 202 rev. P7 Section CC, 204 rev. P5 Section EE, 400 rev. P3 South West Elevation Bay Study, 401 rev. P3 South East Elevation Bay Study, 402 rev. P3 Courtyard Elevation Bay Study, 403 rev. P3 North West Elevation Bay Study, 500 rev. P4 Typical Atrium Layout 01, 501 rev. P6 Typical Atrium Layout 02.

3000_RL_700 rev. P3 Reception Bentham House.

Details (prefix 3000_A_): 1000 rev. P1 Gideon Schreier Wing - Sections, 1001 rev. P1 Gideon Schreier Wing - Details, 1002 rev. P3 Bentham House Roofscape Sections, 1003 rev. P1 Rear Extension and Atrium Sections, 1004 rev. P1 Rear Extension and Atrium - Details, 1050 rev. P4 Atrium window alterations Sections, 1051 rev. P1 Hub Stairs.

Drawings:

3000_L_010 rev. P3 Location Plan;

Existing drawings: (prefix 3000_L_): 047 rev. P3 Basement, 048 rev. P3 Basement Mezzanine, 049 rev. P3 Lower Ground floor, 050 rev. P3 Ground floor, 051 rev. P3 First floor, 052 rev. P3 Second floor, 053 rev. P3 Third floor, 054 rev.

P3 Fourth floor, 055 rev. P3 Fifth floor, 056 rev.
P1 Roof, 147 rev. P3 South West Elevation, 148
rev. P3 South East Elevation, 149 rev. P1 North
East Elevation, 150 rev. P3 Section AA, 151 rev.
P3 Section BB, 152 rev. P3 Section CC, 154 rev.
P3 Section EE;

Demolition drawings (Prefix 3000_L_): 067 rev.
P3 Basement, 068 rev. P3 Basement
Mezzanine, 069 rev. P3 Lower Ground floor, 070
rev. P3 Ground floor, 071 rev. P3 First floor, 072
rev. P3 Second floor, 073 rev. P3 Third floor,
074 rev. P5 Fourth floor, 075 rev. P3 Fifth floor,
076 rev. P1 Roof, 170 rev. P3 Section AA, 171
rev. P3 Section BB, 172 rev. P5 Section EE;

2.12 "the Employment and Training
Contribution"

the sum of £6,000 (six thousand pounds) to be
paid by the Owner to the Council in accordance
with the terms of this Agreement to be applied by
the Council in the event of receipt for the
provision of employment and training needs in
the London Borough of Camden

2.13 "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 based on and having regard to
the Sustainability Statement including the
Energy Strategy by Parson Brinckerhoff dated
August 2014 accompanying the Planning
Application and subsequent amendments
formally agreed in writing with specific reference
to this clause by a person properly authorised
through (but not be limited to) the following
measures:-

- (i) details of how the Owner will use reasonable endeavours to further reduce the Development's carbon emissions using a combination of energy efficiency measures, low carbon and renewable technologies ensuring the Owner will achieve a reduction of at least 17% in carbon emissions;
- (ii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iii) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (iv) measures to enable future connection to a local energy network at the boundary of the Property including the Owner's District Heating Network and any future upgrades;
- (v) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (vi) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification

body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(vii) 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

2.14 "the Highways Contribution"

The sum of £104,898.79 (one hundred and four thousand eight hundred and ninety eight pounds and seventy nine pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property within the area shown on drawing attached as appendix 1 appended hereto such works to include the following ("the Highways Works"):

- repaving the carriageway directly adjacent to the Endsleigh Street frontage (if necessary to repair any damage caused by the Development)
- repaving the vehicular access directly adjacent to the Endsleigh Street frontage
- repaving the footway directly adjacent to the Endsleigh Street frontage
- repaving the footway directly adjacent to the Endsleigh Gardens frontage; and

- any other works required as a direct result of the Development (such works as considered necessary by the Council)

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

2.15 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.16 "Kings Cross Construction"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.17 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.18 "the Listed Building Consent"

a listed building consent under reference number 2014/5044/L

2.19 "Local Procurement Code"

the code set out in the Third Schedule hereto

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

but for the avoidance of doubt shall not include occupation for fitting out purposes

2.21 "the Parties"

mean the Council and the Owner

2.22 "the Pedestrian Cyclist and Environmental Improvement Contribution"

the sum of £20,000 (twenty 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 transport pedestrian cycle and public realm improvements in the vicinity of the Development

2.23 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 5 August 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/5034/P subject to conclusion of this Agreement

2.24 "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

2.25 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.26 "the Property" the land known as Bentham House (formally known as Thorne House), Endsleigh Gardens and 1-2 Endsleigh Street London WC1H 0EG the same as shown shaded grey on the plan annexed hereto
- 2.27 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.28 "the Public Open Space Contribution" the sum of £3,673 (three thousand six hundred and seventy three pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.29 "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) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least a Very Good rating and attaining at least at least 44% of the credits in the Energy category and at least 60% of the credits in the Water and 40% of the credits in the Materials categories;

b) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.30 "the Travel Plan
Monitoring Contribution"

the sum of £5,902 (five thousand nine hundred and two 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 to review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.31 "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

2.32 "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 Second 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

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 **CAR FREE**

4.1.1. To ensure that prior to occupying any unit forming part of the Property 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 be granted any Business Parking Permit to park a vehicle in a on street Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

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

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

4.3 HIGHWAYS

4.3.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

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

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

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess. If the Certified Sum is less than the Highway Contribution then the Council shall repay to the Owner within 20 days after the date of said certificate the difference between the Highways Contribution and the Certified Sum.

4.4. **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

4.4.1. On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan such approval not to be unreasonably withheld or delayed.

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

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

confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.4.4. Following the Occupation Date the Owner shall 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.

4.5 LOCAL EMPLOYMENT

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

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

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

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

4.5.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 4 construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks(or if the construction programme does not allow this) such maximum shorter period as the construction period does allow being at least 12 weeks
- (iii) paid at a rate not less than the national minimum wage.

4.5.4 If the Owner is unable to provide the apprentices in accordance with clause 4.5.3 of this Agreement for reasons demonstrated to the written satisfaction of the Council it shall:-

- (a) within 14 days pay to the Council the Additional Training and Employment Contribution for each apprentice not then employed at the Development; and
- (b) shall not Occupy or permit Occupation until such time as the Additional Training and Employment Contribution pursuant to clause 4.5.4 (a) above has been paid; and
- (c) will notify the Council of any further reduction in the number of apprentices employed at the Development; and
- (d) in the event that replacement apprentices cannot be employed within 2 (two weeks) of such notice shall within 14 days pay the Additional Training and Employment Contribution for the further reduction in the number of apprentices to the Council; and

- (e) for the avoidance of doubt the Additional Training and Employment Contribution is to be paid in addition to the Employment and Training Contribution and not in substitution of the same.

4.5.5 Notwithstanding the provisions in clause 4.5.4 of this Agreement, during the Construction Phase the Owner shall (i) provide 2 work placements throughout the Construction Phase (ii) use all reasonable endeavours to provide other training opportunities on site in each case for people 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.

4.6 LOCAL PROCUREMENT

4.6.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.6.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of noncompliance with this sub-clause the Owner shall within 14 days take any steps required to remedy such non-compliance.

4.6.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of post construction supply of goods and services insofar as the Owner's existing service contracts allow or permit.

4.7 PEDESTRIAN CYCLIST AND ENVIRONMENTAL IMPROVEMENT CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Improvement Contribution.

4.7.2 Not to Implement or permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

4.7.3 The Council covenants with the Owner prior to commencement of the Pedestrian Cyclist and Environmental Improvement Works to actively engage and consult the Owner in relation to the Pedestrian Cyclist and Environmental Improvement Works and to take into account any representations made by the Owner as to the precise scope and design of such works and to consult with the Owner throughout the duration of the Pedestrian Cyclist and Environmental Improvement Works and to use reasonable endeavours to ensure that the Pedestrian Cyclist and Environmental Improvement Works are programmed to coincide with the Owner's programme of works and having regard to any elements the Owner reasonably considers are time critical and the operational needs of the Owner.

4.8 **PUBLIC OPEN SPACE CONTRIBUTION**

4.8.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.8.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.9 **SUSTAINABILITY PLAN**

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

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

4.9.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing such approval not to be unreasonably withheld or delayed confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

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

4.10 TRAVEL PLAN

4.10.1 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

4.10.2 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 such approval not to be unreasonably withheld or delayed; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.10.3 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 such approval not to be unreasonably withheld or delayed 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 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 2014/5034/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 Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation. Provided that no fee shall be payable where the request is made to the Planning Officer for a written confirmation that the relevant condition or obligation has been satisfied.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/5034/P.

5.7 Payment of the financial contribution pursuant to Clause 4.3, 4.5, 4.7 and 4.9 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Planning Reference 2014/5034/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2014/5034/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.
- 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 or 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.

7. RIGHTS OF THIRD PARTIES

7.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
UNIVERSITY COLLEGE LONDON)
in the presence of:)
acting by two authorised signatories)

[Handwritten Signature]

Authorised Signatory

[Handwritten Signature]

Authorised Signatory

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

[Handwritten Signature]

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

[http://www.tfl.gov.uk/assets/downloads/TFL Base Map Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)

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

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

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

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE SECOND SCHEDULE 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 Owners 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

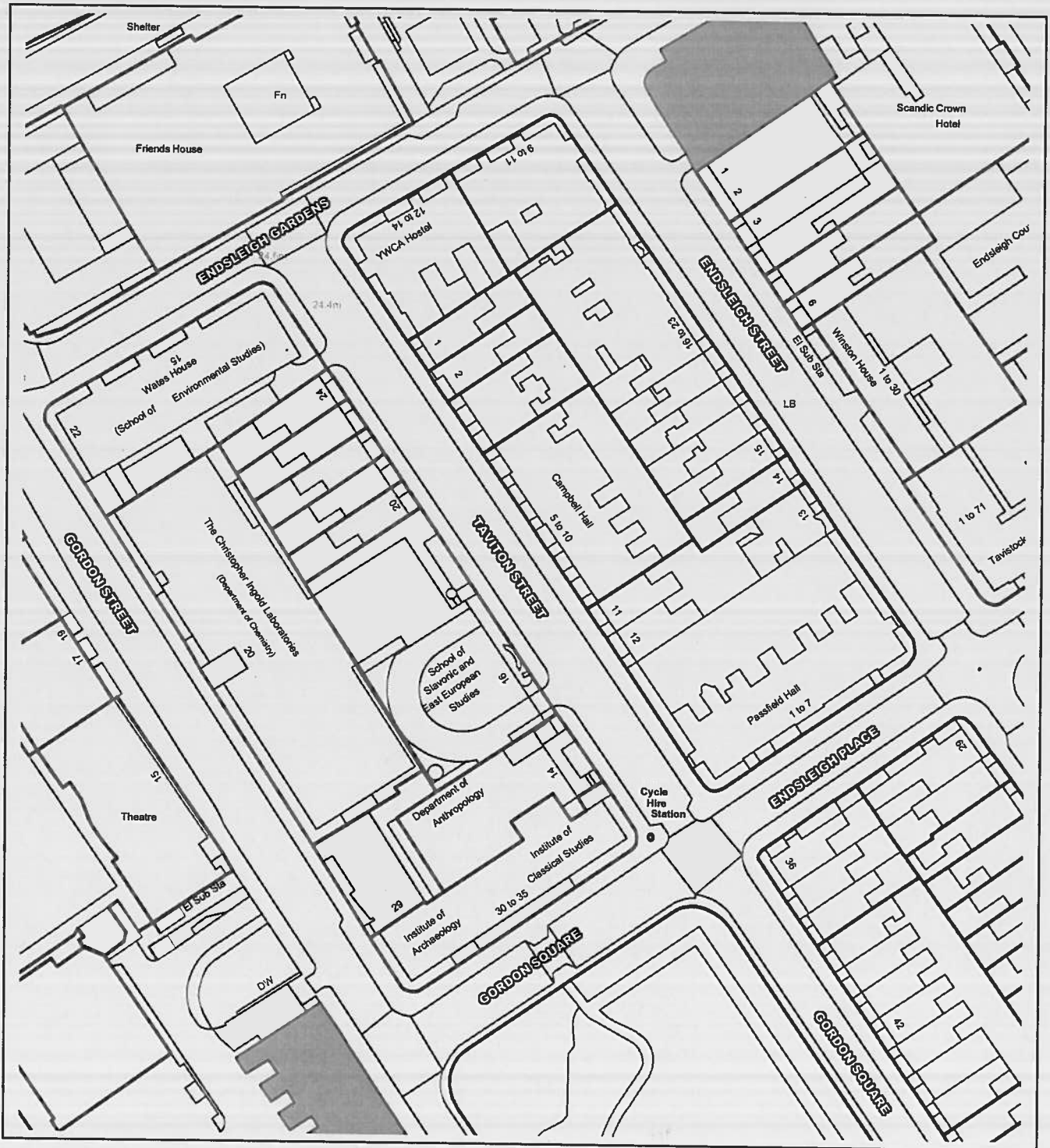
Where the tenants of a development are responsible for fitting out the building(s), we will require the Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

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

The Council will assist the 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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Drivers Jonas Deloitte
Deloitte Real Estate
Athene Place,
66 Shoe Lane,
London
EC4A 3BQ

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2014/5034/P**

29 October 2014

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:
UCL Laws

**Bentham House 4-8 Endsleigh Gardens &
Gideon Schreier Wing 1-2 Endsleigh Street
London
WC1H 0EG**

DECISION

Proposal:

Enlargement and external alterations, including recladding and the addition of one storey to the Gideon Schreier wing, new five storey rear extension and associated provision of external cycle parking and landscaping, following substantial demolition of Gideon Schreier Wing; all in association with the refurbishment of the existing university building (Use Class D1).

Drawing Nos: Drawings:

3000_L_010 rev. P3 Location Plan;

Existing drawings: (prefix 3000_L_): 047 rev. P3 Basement, 048 rev. P3 Basement Mezzanine, 049 rev. P3 Lower Ground floor, 050 rev. P3 Ground floor, 051 rev. P3 First floor, 052 rev. P3 Second floor, 053 rev. P3 Third floor, 054 rev. P3 Fourth floor, 055 rev. P3 Fifth floor, 056 rev. P1 Roof, 147 rev. P3 South West Elevation, 148 rev. P3 South East Elevation, 149 rev. P1 North East Elevation, 150 rev. P3 Section AA, 151 rev. P3 Section BB, 152 rev. P3 Section CC, 154 rev. P3 Section EE;

Demolition drawings (Prefix 3000_L_): 067 rev. P3 Basement, 068 rev. P3 Basement Mezzanine, 069 rev. P3 Lower Ground floor, 070 rev. P3 Ground floor, 071 rev. P3 First floor, 072 rev. P3 Second floor, 073 rev. P3 Third floor, 074 rev. P5 Fourth floor, 075 rev. P3 Fifth floor, 076 rev. P1 Roof, 170 rev. P3 Section AA, 171 rev. P3 Section BB, 172 rev. P5 Section EE;

Proposed drawings: (prefix 3000_L_): 097 rev. P10 Basement, 098 rev. P10 Basement Mezzanine, 099 rev. P10 Lower Ground floor, 100 rev. P12 Ground floor, 101 rev. P11 First floor, 102 rev. P11 Second floor, 103 rev. P12 Third floor, 104 rev. P12 Fourth floor, 105 rev. P13 Fifth floor, 106 rev. P6 Roof, 197 rev. P7 South West Elevation, 198 rev. P5 South East Elevation, 199 rev. P3 North East elevation, 200 rev. P5 Section AA, 201 rev. P6 Section BB, 202 rev. P7 Section CC, 204 rev. P5 Section EE, 400 rev. P3 South West Elevation Bay Study, 401 rev. P3 South East Elevation Bay Study, 402 rev. P3 Courtyard Elevation Bay Study, 403 rev. P3 North West Elevation Bay Study, 500 rev. P4 Typical Atrium Layout 01, 501 rev. P6 Typical Atrium Layout 02, 3000_RL_700 rev. P3 Reception Bentham House.

Details (prefix 3000_A_): 1000 rev. P1 Gideon Schreier Wing - Sections, 1001 rev. P1 Gideon Schreier Wing - Details, 1002 rev. P3 Bentham House Roofscape Sections, 1003 rev. P1 Rear Extension and Atrium Sections, 1004 rev. P1 Rear Extension and Atrium - Details, 1050 rev. P4 Atrium window alterations Sections, 1051 rev. P1 Hub Stairs.

Supporting documents:

Ecology and Biodiversity Statement by Thompson Ecology report no.APBH102 rev02 4/08/2014; Transport Statement by Icen August 2014; Heritage statement by Alan Baxter Associates dated Aug 2014; Noise Impact Assessment by Sandy Brown consultants 14109-R02-B dated 31 July 2014; Design & Access statement by Levitt Bernstein dated August 2014; Plant location details 031430/M203/00 & 031430/M208/00.

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 Detailed drawings, and samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
- a) Details including sections at 1:10 of all new windows (including jambs, head and cill) and external doors;
 - b) Details including sections at 1:10 of all new ventilation grills
 - c) Details at 1:10 of external balustrading and ironwork;
 - d) Details including sections at 1:10 of the atrium rooflight showing junction and method of fixing to the host building;
 - e) Details, including methods of fixing of all junctions between the link extension and the listed building, at a scale of 1:10;
 - f) Details at 1:10 including sections of the first floor projecting window to Endsleigh Street;
 - g) Details of all roofing materials;

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

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

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

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

- 4 Sample panels of each the following shall be provided on site or at an agreed location and shall be approved in writing by the local planning authority before the relevant parts of the works are commenced:
- a. Cladding materials to Endsleigh Street elevation (minimum 2m x 2m in size) including upper floor framed glazing with reveal and header detail
 - b. Brick cladding to rear extension (minimum 2m x 2m in size) showing the

colour, texture, face-bond and pointing and including framed glazing showing reveal, soldier course and stone/concrete detailing

- c. Framed glazing to link block extension (minimum 2m x 2m)
- d. Screening to rooftop plant (no smaller than 1m x 1m).

The approved panels shall be retained on location until the work has been completed.

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

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(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 10dB(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 policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Automatic time clocks shall be fitted to the plant equipment hereby approved, prior to commencement of the use of the units, to ensure that the plant/equipment does not operate between 23:00 and 07:00. The timer equipment shall thereafter be permanently retained and maintained in accordance with the manufacturer's recommendations.

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

- 7 Before the relevant part of the development commences, details of secure and covered cycle storage area for 14 cycles, and details of the route and means of access from the street, 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 the development and permanently retained thereafter.

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

- 8 Prior to the first occupation of the building a plan showing details of the bio-diverse 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 biodiverse 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 CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

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

Drawings:

3000_L_010 rev. P3 Location Plan;

Existing drawings: (prefix 3000_L_): 047 rev. P3 Basement, 048 rev. P3 Basement Mezzanine, 049 rev. P3 Lower Ground floor, 050 rev. P3 Ground floor, 051 rev. P3 First floor, 052 rev. P3 Second floor, 053 rev. P3 Third floor, 054 rev. P3 Fourth floor, 055 rev. P3 Fifth floor, 056 rev. P1 Roof, 147 rev. P3 South West Elevation, 148 rev. P3 South East Elevation, 149 rev. P1 North East Elevation, 150 rev. P3 Section AA, 151 rev. P3 Section BB, 152 rev. P3 Section CC, 154 rev. P3 Section EE;

Demolition drawings (Prefix 3000_L_): 067 rev. P3 Basement, 068 rev. P3 Basement Mezzanine, 069 rev. P3 Lower Ground floor, 070 rev. P3 Ground floor, 071 rev. P3 First floor, 072 rev. P3 Second floor, 073 rev. P3 Third floor, 074 rev. P5 Fourth floor, 075 rev. P3 Fifth floor, 076 rev. P1 Roof, 170 rev. P3 Section AA, 171 rev. P3 Section BB, 172 rev. P5 Section EE;

Proposed drawings: (prefix 3000_L_): 097 rev. P10 Basement, 098 rev. P10 Basement Mezzanine, 099 rev. P10 Lower Ground floor, 100 rev. P12 Ground floor, 101 rev. P11 First floor, 102 rev. P11 Second floor, 103 rev. P12 Third floor, 104 rev. P12 Fourth floor, 105 rev. P13 Fifth floor, 106 rev. P6 Roof, 197 rev. P7 South West Elevation, 198 rev. P5 South East Elevation, 199 rev. P3 North East elevation, 200 rev. P5 Section AA, 201 rev. P6 Section BB, 202 rev. P7 Section CC, 204 rev. P5 Section EE, 400 rev. P3 South West Elevation Bay Study, 401 rev. P3 South East Elevation Bay Study, 402 rev. P3 Courtyard Elevation Bay Study, 403 rev. P3 North West Elevation Bay Study, 500 rev. P4 Typical Atrium Layout 01, 501 rev. P6 Typical Atrium Layout 02.

3000_RL_700 rev. P3 Reception Bentham House.

Details (prefix 3000_A_): 1000 rev. P1 Gideon Schreier Wing - Sections, 1001 rev. P1 Gideon Schreier Wing - Details, 1002 rev. P3 Bentham House Roofscape Sections, 1003 rev. P1 Rear Extension and Atrium Sections, 1004 rev. P1 Rear Extension and

Atrium - Details, 1050 rev. P4 Atrium window alterations Sections, 1051 rev. P1 Hub Stairs.

Supporting documents:

Ecology and Biodiversity Statement by Thompson Ecology report no.APBH102 rev02 4/08/2014; Transport Statement by Icen August 2014; Heritage statement by Alan Baxter Associates dated Aug 2014; Noise Impact Assessment by Sandy Brown consultants 14109-R02-B dated 31 July 2014; Design & Access statement by Levitt Bernstein dated August 2014; Plant location details 031430/M203/00 & 031430/M208/00;

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

- 10 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 11 Prior to commencement on the development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition), a landscape and habitat management plan prepared by a suitably qualified ecologist, containing full details of the bird boxes to be incorporated into the design of the building, (including locations) shall be submitted to and approved in writing by the local planning authority.

The development shall be implemented in accordance with the plan thus approved and the bird boxes shall be installed prior to first occupation of the development in accordance with the approved plans and shall be permanently maintained and retained thereafter.

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 policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 12 Prior to commencement of the relevant part of development, full details of hard landscaping at ground level within the rear courtyard shall be submitted to and approved in writing by the local planning authority.

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 CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 13 The south facing terrace at 2nd floor to the rear extension shall not be used for any purposes other than maintenance and occasional access.

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

- 14 The demolition hereby permitted shall not be undertaken before a contract has been made for the carrying out of the full extent of the works of development hereby approved.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

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 proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 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.

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 4 November 2014

(1) UNIVERSITY COLLEGE LONDON

and

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

AGREEMENT
relating to land known as
BENTHAM HOUSE (formerly known as Thorne House), ENDSLEIGH GARDENS
and 1-2 ENDSLEIGH STREET LONDON
WC1H 0EG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

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