

DATED

20 March

2018

(1) THE UNIVERSITY OF LONDON

and

(2) BIRKBECK COLLEGE

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

32 Torrington Square London WC1E 7JL

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

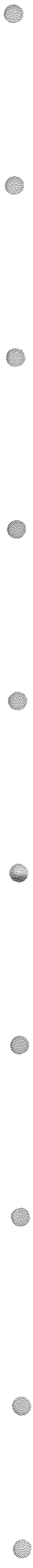
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5826

CLS/COM/ESA/1800.428

s106 FINAL



THIS AGREEMENT is made the 20th day of March 2018

B E T W E E N:

- A. **THE UNIVERSITY OF LONDON** of Senate House Malet Street London WC1E 7HU (hereinafter called "the Freeholder") of the first part
- B. **BIRKBECK COLLEGE** of Malet Street London WC1E 7HX (hereinafter called "the Interested Party") of second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 325806.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Interested Party is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act by virtue of two leases dated 20 March 2018 made between (1) the Owner and (2) the Interested Party whereby the Property was demised to the Interested Party for terms of 99 years from 20 March 2018. The Owner hereby covenants with the Council within 28 days from the date hereof to apply to the Chief Land Registrar of the Land Registry to register this Agreement against the respective registered freehold and leasehold titles and to furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the relevant titles to the Property.
- 1.4 The Freeholder and the Interested Party shall hereinafter be jointly referred to as "the Owner".

1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 28 July 2017 and the Council resolved to grant permission conditionally under reference number 2017/4300/P subject to the conclusion of this legal Agreement.

1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.8 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 Annex"	the proposed 4-storey new annex building (plus basement) within the gap land to the north forming part of the Development
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.5	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of any existing buildings and the construction of the Development using good site

		<p>practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (i) a statement to be submitted to 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 the protection and preservation of the listed building during the Construction Phase; (iii) proposals to ensure there are no adverse effects on the Conservation Area features (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
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		<p>(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p> <p>(viii) ensure the inclusion of the measures set out in the document entitled Air Quality Assessment ref: WIE13133-100-R-1-2-1, dated June 2017 by Waterman Infrastructure & Environment Limited</p>
2.6	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136.00 (three thousand one hundred and thirty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council 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
2.7	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of any existing buildings</p>
2.8	"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
2.9	"the Development"	restoration of 32 Torrington Square including internal changes together with erection of a 4-storey new annex building (plus basement) within the gap land to the north to accommodate a research facility (Toddler Lab) for

		<p>Birkbeck, University of London (Class D1 Use) as shown on drawing numbers:-</p> <p>0001 rev P1, 0003 rev P1, 1001 rev P1, 1002 rev P1, 1003 rev P1, 1004 rev P1, 1005 rev P1, 1006 rev P1, 1007 rev P1, 1101 rev P1, 1102 rev P1, 1103 rev P1, 1105 rev P1, 1106 rev P1, 1107 rev P1, 1201 rev P2; 1202 rev P3, 1203 rev P3, 1204 rev P3, 1205 rev P3, 1206 rev P2; 2101 rev P3, 2102 rev P3, 3101 rev P3, 3102 rev P1, 3103 rev P1, 3104 rev P1, 3105 rev P4, 3106 rev P3.</p> <p>Documents:</p> <p>Cover letter dated 21/07/2017; Planning Statement dated July 2017; Stage 3 Landscape Design document Arboricultural Report ref: SA/1374/17 dated 07/11/2017; Environmental Noise Survey Report ref: 23591/ENS1 Rev2 dated 22/11/2017; Air Quality Assessment ref: WIE13133-100-R-1-2-1 dated June 2017; Historic Environment Desk-Based Assessment no.12926 rev1 dated June 2017; Basement Impact Assessment ref: J2889-S-RP-0009 rev 02; Basement Impact Assessment - Supplementary Information Ref: J2889-S-RP-0013 rev 00; Construction Management Plan dated July 2017; Design & Access Statement dated July 2017; Energy and Sustainability Statement dated July 2017; Heritage Statement dated July 2017; Transport Statement ref: 5663/001/R01A dated July 2017; Travel Plan ref: 5663/001/R02A dated July 2017; Management Plans and Operations document dated March 2017.</p>
2.10	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled "Energy and Sustainability Statement" and dated 21 July 2017 by Twin and Earth Ltd</p>

		<p>to achieve a 47% reduction in CO2 emissions in respect of 32 Torrington Square from that of the existing building prior to the carrying out of the Development and to achieve a minimum reduction of 10% in respect of the Annex in relation to future emissions beyond the Part L 2013 baseline;</p> <p>(b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(d) measures to enable future connection 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:</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made. - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network. <p>(e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM (for non-residential) calculations certifying that the measures incorporated in</p>
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		<p>the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.11	"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
2.12	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.13	"the Parties"	mean the Council and the Owner
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 28 July

		2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4300/P subject to conclusion of this Agreement
2.15	"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
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land known as 32 Torrington Square London WC1E 7JL and the adjoining land to the north known as 33 Torrington Square London WC1E 7JL as the same are together shown shaded grey on the plan annexed hereto
2.18	"the Sustainability Plan"	<p>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:-</p> <p>(a) achieve the targets set out in the submission document entitled Energy and Sustainability Statement and dated 21 July 2017 by Twin and Earth Ltd</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating for the Annex and a Very Good rating for 32 Torrington Square and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent</p>

		<p>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;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) 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</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time.</p>
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3. **NOW THIS DEED WITNESSETH** as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the 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 **Construction Management Plan**

4.1.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and

- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 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.

4.1.4 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.

4.2 **Energy Efficiency and Renewable Energy Plan**

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

4.2.2 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.

4.2.3 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.

4.2.4 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.

4.3 **Sustainability Plan**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.3.2 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.
- 4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

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 Development 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 planning reference 2017/4300/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 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 2017/4300/P.
- 5.7 Payment of the Construction Management Plan Implementation Fee pursuant to Clause 4.1 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 2017/4300/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 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 Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/ 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 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 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.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any future 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 and the Owner have caused their respective common seals to be hereunto affixed has executed this instrument as a Deed the day and year first before written

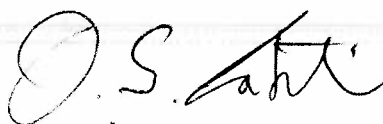

THE COMMON SEAL of
UNIVERSITY OF LONDON was
affixed in the presence of:

)
)
)

Authorised Signatory


Authorised Signatory

THE COMMON SEAL of
BIRKBECK COLLEGE
was affixed in the presence of:

)
)
)
Governor 
Governor 



THE CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO 32
TORRINGTON SQUARE LONDON WC1E 7JL

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

J. Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

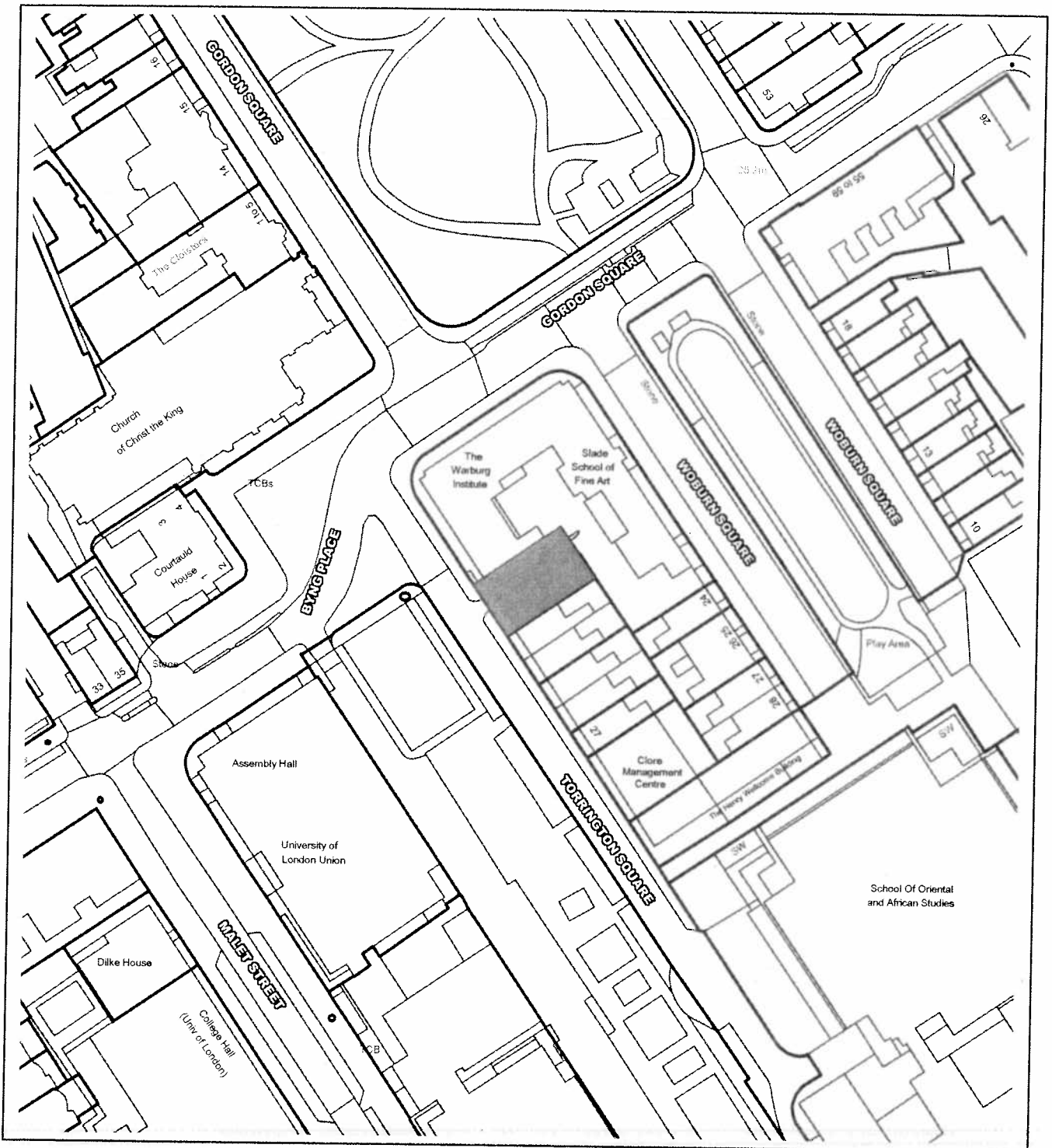
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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

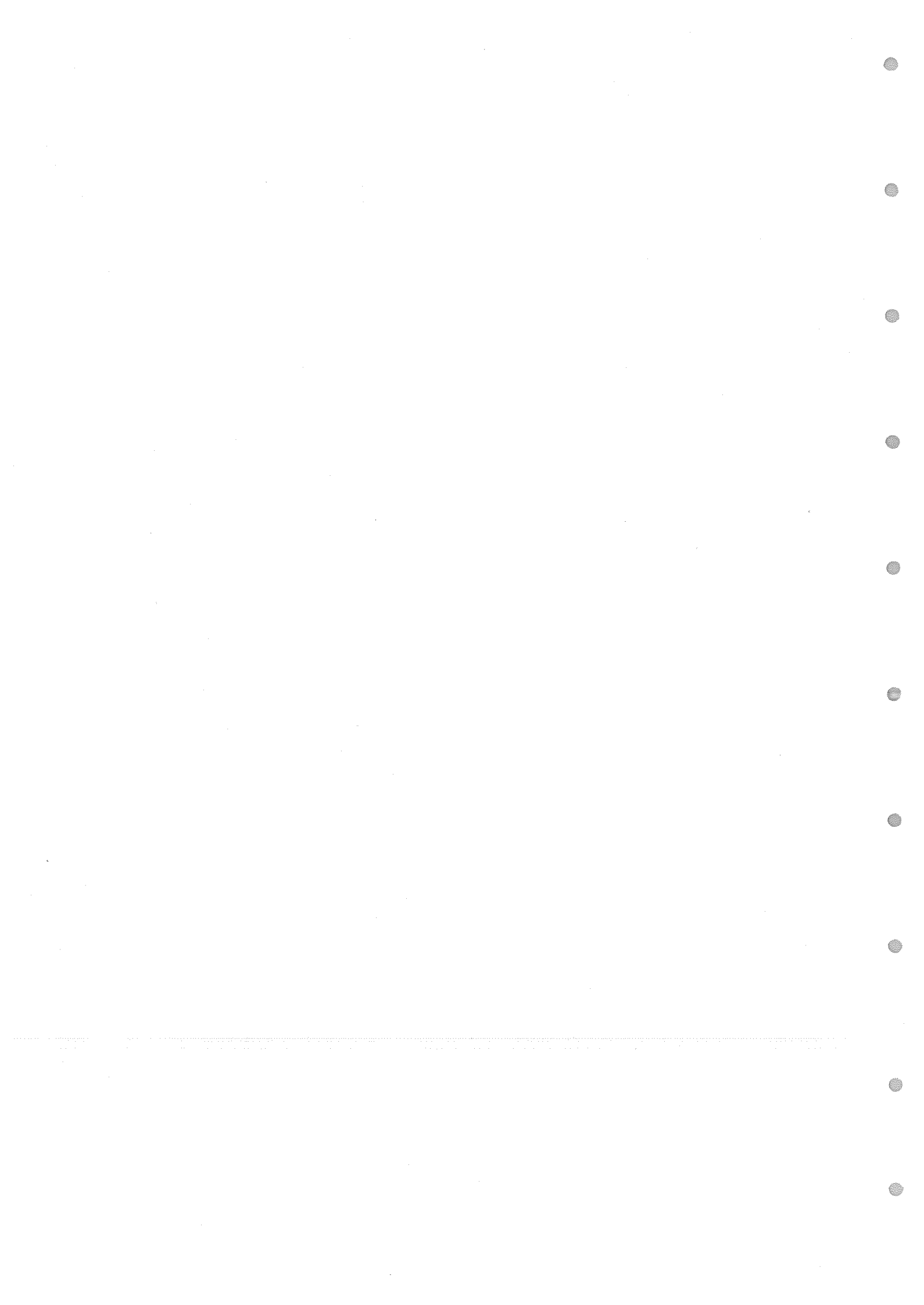
It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

KB
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NORTHGATE SE GIS Print Template



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Turley
The Charlotte Building
17 Gresse Street
London
W1T 1QL

Application Ref: **2017/4300/P**

06 March 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:

**32 Torrington Square
London
WC1E 7JL**

Proposal:

DECISION
Restoration of 32 Torrington Square including internal changes together with erection of a 4-storey new annex building (plus basement) within the gap land to the north to accommodate a research facility (Toddler Lab) for Birkbeck, University of London (Class D1 Use).

Drawing Nos: 0001 rev P1, 0003 rev P1, 1001 rev P1, 1002 rev P1, 1003 rev P1, 1004 rev P1, 1005 rev P1, 1006 rev P1, 1007 rev P1, 1101 rev P1, 1102 rev P1, 1103 rev P1, 1105 rev P1, 1106 rev P1, 1107 rev P1, 1201 rev P2; 1202 rev P3, 1203 rev P3, 1204 rev P3, 1205 rev P3, 1206 rev P2; 2101 rev P3, 2102 rev P3, 3101 rev P3, 3102 rev P1, 3103 rev P1, 3104 rev P1, 3105 rev P4, 3106 rev P3.

Documents:

Cover letter dated 21/07/2017; Planning Statement dated July 2017; Stage 3 Landscape Design document Arboricultural Report ref: SA/1374/17 dated 07/11/2017; Environmental Noise Survey Report ref: 23591/ENS1 Rev2 dated 22/11/2017; Air Quality Assessment ref: WIE13133-100-R-1-2-1 dated June 2017; Historic Environment Desk-Based Assessment no.12926 rev1 dated June 2017; Basement Impact Assessment ref: J2889-S-RP-0009 rev 02; Basement Impact Assessment - Supplementary Information Ref: J2889-S-RP-0013 rev 00; Construction Management Plan dated July 2017; Design & Access Statement dated July 2017; Energy and Sustainability Statement dated July 2017; Heritage Statement dated July 2017; Transport Statement ref: 5663/001/R01A dated July 2017; Travel Plan ref: 5663/001/R02A dated July 2017; Management Plans and Operations document dated March 2017.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

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

0001 rev P1, 0003 rev P1, 1001 rev P1, 1002 rev P1, 1003 rev P1, 1004 rev P1, 1005 rev P1, 1006 rev P1, 1007 rev P1, 1101 rev P1, 1102 rev P1, 1103 rev P1, 1105 rev P1, 1106 rev P1, 1107 rev P1, 1201 rev P2; 1202 rev P3, 1203 rev P3, 1204 rev P3, 1205 rev P3, 1206 rev P2; 2101 rev P3, 2102 rev P3, 3101 rev P3, 3102 rev P1, 3103 rev P1, 3104 rev P1, 3105 rev P4, 3106 rev P3.

Documents: Cover letter dated 21/07/2017; Planning Statement dated July 2017; Stage 3 Landscape Design document Arboricultural Report ref: SA/1374/17 dated 07/11/2017; Environmental Noise Survey Report ref: 23591/ENS1 Rev2 dated 22/11/2017; Air Quality Assessment ref: WIE13133-100-R-1-2-1 dated June 2017; Historic Environment Desk-Based Assessment no.12926 rev1 dated June 2017; Basement Impact Assessment ref: J2889-S-RP-0009 rev 02; Basement Impact Assessment - Supplementary Information Ref: J2889-S-RP-0013 rev 00; Construction Management Plan dated July 2017; Design & Access Statement dated July 2017; Energy and Sustainability Statement dated July 2017; Heritage Statement dated July 2017; Transport Statement ref: 5663/001/R01A dated July 2017; Travel Plan ref: 5663/001/R02A dated July 2017; Management Plans and Operations document dated March 2017.

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

- 4 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the arboricultural report dated 07/11/2017 by Sylvan Arb Arboricultural and Woodland Management Consultants ref. SA/1374/17. 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 BS5837:2012 and 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 policies A2 and A3 of the Camden Local Plan.

- 5 Before the relevant part of the works are begun, full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of at least 1 no. replacement trees to be planted and maintained in accordance with BS8545:2014 and any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To enable the Council to ensure a reasonable standard of amenity in the scheme in accordance with the requirements of policies D1 and A1 of the Camden Local Plan 2017.

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

a) Details including elevations and sections at 1:10 of all windows (including jambs, head and cill), and external doors.

b) Details including plan and elevation drawings at a scale of 1:10 of the first floor balcony railings and ground floor front boundary railings.

c) Samples of all facing materials, which should be traditional materials matching the adjacent existing materials of the historic terrace, finished in colours to match.

d) Details and sample of the brick colour, face, bond and mortar mix and colour.

e) Section drawings at a scale of 1:10 through the stucco base including recessed banding to match the adjacent townhouse.

f) Details, including plan, elevation and section drawings of all junctions including with the adjacent existing buildings and within the building envelope itself (i.e. eaves, junction of stucco upper ground floor and brick upper floors).

g) Details of the roof/screen including material (which should be a natural slate to match that of the terrace in terms of colour, texture size and hanging spacing).

h) Details of all rainwater goods (to be black-painted metal, ideally cast iron)

i) Details, including plans and sections at a scale of 1:10 or 1:20 of all ground surface finishes including the entrance steps, showing materials, finish and profile.

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

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

- 7 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings.

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

- 8 Prior to commencement of the relevant part of the works, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include:

- a) a detailed scheme of maintenance
- b) sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
- c) full details of planting species and density

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

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

- 9 Cycle parking for 12 bicycles as shown on the approved drawings shall be provided in its entirety prior to the first occupation of the building, and permanently retained thereafter.

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

- 10 Prior to use of the development, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant equipment will be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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

- 11 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 12 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, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

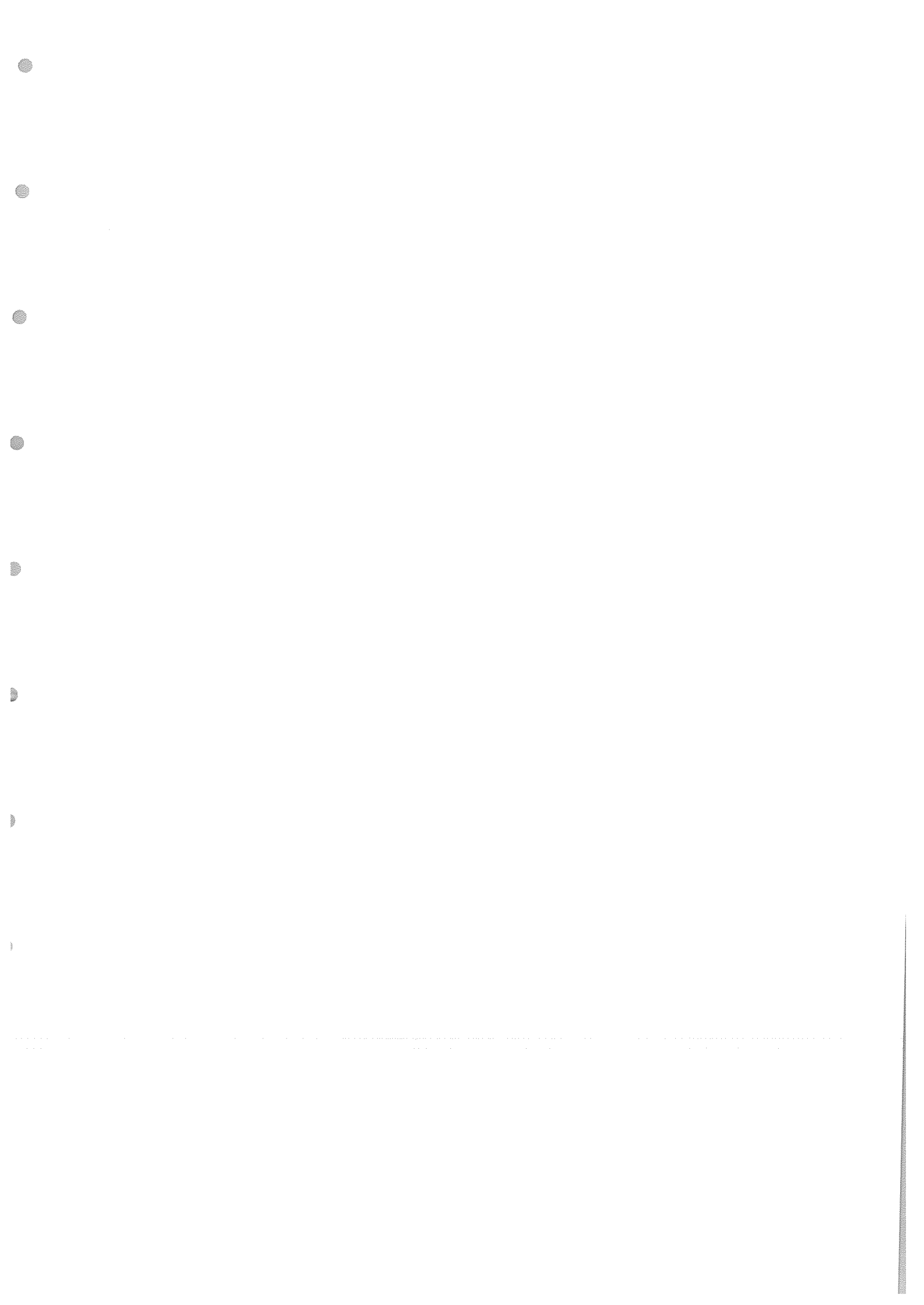
Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 4 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

Supporting Communities Directorate



DATED 20 March 2018

(1) THE UNIVERSITY OF LONDON

and

(2) BIRKBECK COLLEGE

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

32 Torrington Square London WC1E 7JL

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

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