

DATED 21 DECEMBER 2017

(1) RLUKREF NOMINEES (UK) ONE LIMITED AND RLUKREF NOMINEES (UK) TWO LIMITED

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  
**CASTLEWOOD HOUSE AND MEDIUS HOUSE**  
**77-91 AND 63-69 NEW OXFORD STREET LONDON WC1A 1DG**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and  
Section 278 of the Highways Act 1980

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

CLS/COM/ESA/1800.253  
FINAL



THIS AGREEMENT is made the 21<sup>st</sup> day of December 2017

**BETWEEN:**

- i. **RLUKREF NOMINEES (UK) ONE LIMITED** (Co. Regn. No. 10840928) and **RLUKREF NOMINEES (UK) TWO LIMITED** (Co. Regn. No. 10840992) both of whose registered office is at 8 Canada Square, London E14 5HQ in their capacity as bare trustees for and on behalf of HSBC Bank Plc acting in its capacity as depositary for The Royal London UK Real Estate Fund (hereinafter called the "Owner") of the first part; and
- 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 second 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 LN217783 and Title Number NGL879330.
- 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 The Property is subject to an Occupational Lease which contains restrictions on the Occupational Tenant's use of the Property. The Occupational Lease contains restrictions on the Occupational Tenant's use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property existing at the date hereof so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to the Occupational Lease which will allow the Occupational Tenant to Implement the Planning Permission or dispose of its interest in the Property to the Occupational Tenant without in each case first requiring the lessee, tenant or Occupational Tenant concerned to enter into an agreement with the Council covenanting in identical terms to this Agreement.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 1 February 2017 and the Council resolved to grant permission

conditionally under reference number 2017/0618/P subject to the conclusion of this legal Agreement.

- 1.5 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.
- 1.6 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 | <b>“Act”</b>                      | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | <b>“Agreement”</b>                | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.3 | <b>“Affordable Housing”</b>       | low-cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.4 | <b>“Affordable Housing Units”</b> | the eight (8) Intermediate Rented Housing Units and ten (10) Social Rented Housing Units within   |

the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.5 **“Arcade”**

that part of the Development shaded yellow on Plan A in the Fourth Schedule

2.6 **“Arcade Management Plan”**

means a plan submitted to the Council by the Owner setting out how public access will be secured through the Arcade at all times such plan to include (but not be limited to) the following:-

(a) measures to ensure the arcade is accessible by the public twenty-four hours a day except

i) closure during one day a year for maintenance

ii) closure or restriction of access pursuant to an emergency (unless otherwise agreed in writing by the Council)

(b) measure to ensure that public access will be maintained whilst preventing a public right of way accruing including, but not limited to, the erection of suitable signage and closure for no more than one day per year for maintenance purposes (unless otherwise agreed in writing by the Council);

(c) identifying means of ensuring the provision of information to the Council; and

(d) the provision of a mechanism for review and update as required from time to time

2.7 **“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
2.8	<b>"Business Parking Permit"</b>	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
2.9	<b>"Bus Shelter Contribution"</b>	the sum of £12,000 (twelve 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 towards the upgrade of bus stop Z as shown shaded green on Plan A in the Fourth Schedule
2.10	<b>"Castlewood House"</b>	that part of the Development which comprises the redevelopment of Castlewood House shown shaded orange on Plan A in the Fourth Schedule
2.11	<b>"Castlewood House Implementation"</b>	the date of implementation of Castlewood House 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	<b>"Carbon Offset Contribution"</b>	the sum of £99,324 (ninety nine thousand three hundred and twenty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the immediate vicinity of the Development

- |      |   |  |
|------|---|--|
| 2.13 | <b>"Certificate of Practical Completion"</b>          | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed   |
| 2.14 | <b>"Construction Apprentice Default Contribution"</b> | the maximum sum of £203,00.00 (two hundred three thousand pounds) a sum being £7,000 per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision   |
| 2.15 | <b>"Construction Support Contribution"</b>            | the sum of £49,300.00 (forty-nine thousand three hundred) (being £1,700 per apprentice) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices  |
| 2.16 | <b>"Construction/Demolition Management Plan"</b>      | a plan or plans, reflecting the principles detailed in the construction/demolition management plan contained in the supporting documents submitted as part of the Development, setting out the measures that the Owner will adopt in undertaking the demolition or partial demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):- |

(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

(ii) proposal to ensure that there are no adverse effects on the Conservation Area features as identified within the relevant Conservation Area statement;

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

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

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

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



- 2.17 **“Construction Management Plan Implementation Support Contribution** the sum of £30,000 (thirty 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 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
- 2.18 **“Construction Phase”** the whole period between  
(i) the Implementation Date and  
(ii) the date of issue of the Certificate of Practical Completion  
  
and for the avoidance of doubt includes the demolition or partial demolition of the Existing Buildings
- 2.19 **“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
- 2.20 **“Construction Working Group”** a working group to be convened in accordance with the requirements of the Construction Management Plan and in accordance with the terms of this Agreement the objectives of which shall be to address any requirements in relation to working hours and times of delivery to the Property during the Construction Phase and to hold regular meetings to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to demolition and construction works associated with the Development in relation to the effect on the

		surrounding residents and occupants so as to minimise disruption and the effect on the local area
2.21	<b>"Cycle Hire Relocation Contribution"</b>	the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the relocation of the cycle hire docking station
2.22	<b>"Deferred Housing Contribution"</b>	the sum of £1,446, 200 (one million four hundred and forty six thousand two hundred 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 towards the provision of Affordable Housing within the London Borough of Camden
2.23	<b>"Depositary"</b>	HSBC Bank PLC (company number 00014259) whose registered office is at 8 Canada Square, London E14 5HQ
2.24	<b>"Development"</b>	demolition of existing office building at Castlewood House (Class B1), and erection of an 11 storey office building (Class B1) with retail and restaurant uses (Class A1/A3) at ground floor level; enlargement of existing double basement level and formation of roof terraces and rooftop plant along with associated highways, landscaping, and public realm improvement works. Partial demolition of Medius House with retention of the existing façade, and erection of a two storey roof extension including private roof terraces, in connection with the change of use of the building from office (Class B1) and retail

(Class A1) to provide 18 affordable housing units  
(Class C3) at upper floor levels with retained retail  
use at ground floor level.

Drawing Nos: Existing Drawings: (All Prefixed:  
A\_PL\_E\_) 001; 010; 011; 031; 032; 098; 099;  
100; 101; 102; 103; 104; 105 Rev 01; 106; 107;  
108; 109; 110; 201; 202; 203; 204; 205; 206; 301;  
302; 303; 304; 305; 306; 307; 308.

Demolition Drawings: (All prefixed A\_PL\_D\_)  
098; 099; 100; 101; 102; 103; 104; 105; 106; 107;  
108; 109; 201.

Proposed Drawings: (All Prefixed: A\_PL\_P\_) 010  
R01; 011 R01; 031 R01; 032 R01; 098 R00; 099  
R01; 100 R01; 101 R02; 102 R02; 103 R03; 104  
R03; 105 R03; 106 R03; 107 R03; 108 R03; 109  
R01; 110 R03; 111 R01; 201 R01; 202 R01; 203  
R01; 204 R01; 205 R01; 206 R01; 301 R02; 302  
R01; 303 R02; 304 R01; 305 R02; 306 R01; 307  
R02; 308 R01; 400 R01; 500; 501; 502; 503; 504;  
505; 506; 507.

Supporting Documents: Cover Letter (Gerald  
Eve) 04 April 2017; Affordable Housing  
statement( Gerald Eve) January 2017;  
Accommodation schedule(RPP) 31 March 2017;  
Accessibility Schedule (RPP) 21 April 2017;  
Arboricultural Impact Assessment Report  
(Sharon Hosegood) 07 January 2017; Air Quality  
Assessment and Air Quality Technical  
Addendum (REC)March 2017; Basement Impact  
Screening Assessment( Davies Maguire) January  
2017; Construction Phase Plan Initial  
considerations(ARUP) 18 January 2017; Daylight

and Sunlight Report ( Point 2) dated April 2017;  
 Internal Sunlight Daylight report( Point 2) March  
 2017; Design and Access Statement ( RPP)  
 January 2017 and Design and Access Statement  
 Addendum ( RPP) dated April 2017; Drainage  
 Strategy report( Davies Maguire) January 2017;  
 Revised Energy Statement ( GDM Partnership)  
 January 2017; Flood Risk Assessment( CBRE)  
 January 2017 ; Castlewood House - Future  
 Climate Change Study ( GDM Partnership);  
 Medius House- Future Climate Change Study  
 (GDM Partnership); Ground Conditions  
 Contaminated Land Assessment( GB Card &  
 Partners) January 2017; Historic Environment  
 Assessment( MOLA) January 2017; Housing  
 Study( RPP) January 2017; Noise Impact  
 Assessment( REC) January 2017; Phase 1  
 Habitat Survey BEEAM( basecology) January  
 2017

Medius House BREEAM Domestic  
 Refurbishment Report Planning Rev E (Verte  
 Sustainability) April 2017; Town Planning  
 Statement (Gerald Eve) January 2017;  
 Preliminary Roost Assessment (basecology)  
 January 2017; Financial Viability Assessment  
 (Gerald Eve) January 2017; Statement of  
 Community Involvement( London  
 communications Agency) January 2017;  
 Sustainability Statement(GDM Partnership)  
 January 2017; Townscape Built Heritage & Visual  
 Impact Assessment (Tavenor) January 2017;  
 Transport Assessment( ARUP) January 2017)

2.25 **“Employment and  
 Training Contribution”**

the sum of £106,448.77 (one hundred and six  
 thousand pounds four hundred and forty eight

pound and seventy seven pence) to be paid by the Owner to the Council in accordance with Clause 4.16.9 of this Agreement and to be applied by the Council in the event of receipt towards the cost of the apprentice placement training and support and mentoring service provided by Kings Cross Construction and to other training and employment support projects in the London Borough of Camden

2.26 **“Employment  
and Training Plan”**

a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in Clause 4.11 of this Agreement through (but not be limited to) ensuring the following:-

- (a) advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (b) a 20% local employment target during the Construction Stage;
- (c) the provision of twenty-nine construction apprentices;
- (d) make provision during the Construction Phase for no less than six work placements for 16 years old plus;
- (e) delivery of a minimum of two supplier capacity building workshops/“Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden;
- (f) to tender for the contracts to include organising, supporting and promoting the

event as well as provision of venue and refreshments for the events;

(g) delivery of a minimum of two end use apprenticeships; and

(h) a commitment to following the Local Procurement Code

2.27 **“Enabling Works”**

means the following works:

a) services diversions;

b) site set up; and

c) archaeological investigation

2.28 **“Energy Efficiency and Renewable Energy Plan”**

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

i. the incorporation of the measures set out in the submission document entitled Revised Energy Statement and dated January 2017 by GDM Partnership to achieve at least 53% overall site-wide carbon reduction with 0.25% reduction through renewables with the following targets:

i. 23.7% beyond Part L 2013 in new build non-residential areas

ii. 4.4% beyond Part L 2013 in new build residential areas

iii. 68.2% beyond Part L 2013 in refurbished residential areas

ii. further details (including detailed drawings, any necessary surveys and

- system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property;
- iii. separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
  - iv. a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
  - v. reasonable 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:
    - 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; and
    - 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.

- vi. include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- vii. 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
- viii. identifying reasonable means of ensuring the provision of information to the Council and provision of a reasonable mechanism for review and update as required from time to time



- 2.29 **"Environmental Contribution"** the sum of £190,000 (one hundred and ninety thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the immediate vicinity of the Development
- 2.30 **"Existing Buildings"** the structures located on the Property at the date of this Agreement
- 2.31 **"Fund"** The Royal London UK Real Estate Fund as registered with the Financial Conduct Authority on 3 February 2017
- 2.32 **"Highways Contribution"** the sum of £94,503.99 (ninety four thousand five hundred and three pounds and ninety 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 the event of receipt for the carrying out of works to the public highway and associated measures in the immediate vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-
- (a) extension of footway on New Oxford Street, Bucknall Street and Earnshaw street to account for new building line
  - (b) alteration to Bucknall Street to accommodate the new cycle hire station location
  - (c) consultation and relocation cost of existing parking bays on Bucknall Street

- (d) removal of existing cross over on Bucknall Street
- (e) introduction of new cross over on Bucknall Street and
- (f) subject to the Council complying with Clause 4.15.9(d) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

**2.33 "Implementation Date"**

the date of implementation of the Development by the carrying out of a material operation as defined by Section 56(4) of the Act and references to "Implementation" and "Implement" shall be construed accordingly, but shall not include the following:

- a) ground investigatory site survey work;
- b) internal soft stripping out works;
- c) construction of boundary fencing; and
- d) Enabling Works

**2.34 "Independent Retail Plan"**

a plan securing the provision of independent A1/A3 floor space within the Development and such plan to secure (but not be limited to) the following:-

- (a) the location and size of the floor space (showing no less the 75sqm PROVIDED THAT any floorspace above this level shall be at the Owner's discretion);

(b) measures to ensure the floorspace is let only to business's which upon first occupation of the relevant floorspace have five or less branches in the London Borough of Camden; and

(c) 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

2.35 **"Intermediate Rented Housing"**

Affordable Housing available in perpetuity for rent above target rents but substantially below open market levels occupied on the following basis:-

- (a) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Mayor of London document entitled: Homes for Londoners - Affordable Homes Programme 2016-21 Funding Guidance;
- (b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (c) provides housing where the annual housing costs for each intermediate rented home (including rent and service charge) shall:-

- (i) be affordable to rent to individuals who are on household incomes of £30,000 per annum for 1-bedroom units; £40,000 per annum for 2-bedroom units so that these households are paying no more than 40% of their net income on rent and service charge (annual rent increases not to exceed the interest in the Consumer Price Index +1%);
- (ii) be provided at a gross total rent not to exceed £162 per week for the 1-bed units and £215 per week for the 2-bed units or such increases to these gross total rent figures as at the time of letting represent these figures plus CPI plus 1%
- (iii) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden;
- (iv) have regard to such caps on overall benefits that the Government may introduce
- (v) in the first instance be marketed to people who are registered on the Council's Intermediate Housing Register of Interest and in line with the Council's Priority Matrix for Intermediate Housing

2.36 **“Intermediate Rented Housing Units”**

the eight units of Intermediate Rented Housing forming part of the development comprising 4 x studio units and 4 x 2 bedroom units the same as shown shaded blue on Plan C in the Fourth Schedule

2.37	<b>“King’s Cross Construction Centre”</b>	the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry
2.38	<b>“Legible London Contribution”</b>	the sum of £10,000 (ten 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 towards Transport for London’s pedestrian way finding system that’s helping people walk around London
2.39	<b>“Level Plans”</b>	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.40	<b>“Local Procurement Code”</b>	the code annexed to the Third Schedule hereto
2.41	<b>“Medius House”</b>	that part of the Development which comprises the redevelopment of Medius House shown shaded purple on Plan A in the Fourth Schedule
2.42	<b>“Medius House Implementation”</b>	the date of implementation of Medius House 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
2.43	<b>“Nominees”</b>	RLUKREF Nominees (UK) One Limited and RLUKREF Nominees (UK) Two Limited
2.44	<b>"Occupation Date"</b>	the date when any part of the Development is occupied and excludes occupation for the purposes of demolition construction internal and external refurbishment decoration fitting out marketing security or any other activity

preparatory to the use of the Property and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

**2.45 "Occupational Leases"**

The following leases as on Title Number LN217783:-

- (a) lease dated 30 July 2012 from 27 July 2012 to 26 July 2022 between the Owner and the Occupational Tenant registered under leasehold Title Number NGL928449
- (b) lease dated 1 November 2012 from 1 November 2012 to and including 31 October 2022 between the Owner and the Occupational Tenant registered under leasehold Title Number NGL930205
- (c) lease dated 19 May 2014 term of years commencing on 19 May 2014 and expiring on and including 6 June 2018 between the Owner and the Occupational Tenant
- (d) lease dated 19 May 2014 from and including 28 June 2016 to an including 6 June 2018 between the Owner and the Occupational Tenant registered under leasehold Title Number NGL943704
- (e) lease dated 19 May 2014 from and including 28 June 2016 to an including 6 June 2018 between the Owner and the Occupational Tenant registered under leasehold Title Number NGL943705
- (f) lease dated 28 October 2014 from 1 June 2015 to 6 June 2018 between the Owner and the Occupational Tenant registered

under leasehold Title Number  
NGL947439

(g) lease dated 28 October 2014 from 1 June  
2015 to 6 June 2018 between the Owner  
and the Occupational Tenant registered  
under leasehold Title Number  
NGL947458

(h) lease dated 12 February 2015 from 30  
December 2014 until and including 31  
October 2022 between the Owner and the  
Occupational Tenant registered under  
leasehold Title Number NGL949880

and the following leases as on Title Number  
NGL879330:-

(a) lease dated 22 March 2012 from 25 March  
2012 to 5 June 2018

(b) lease dated 15 May 2012 from and  
including 25 March 2012 to 24 April 2022  
under leasehold Title Number  
NGL926780

(c) lease dated 15 May 2012 from and  
including 25 March 2012 to 24 March  
2022 under leasehold Title Number  
NGL926781

(d) lease dated 4 December 2012  
commencing on and including 4  
December 2012 and expiring and  
including 6 June 2018

2.46 **“Occupational Tenant”**

the current tenants under the Occupational  
Leases specified in 2.43 above and their  
successors and assigns and sub-lessees

2.47 **“Parties”**

mean the Council and the Owner

- 2.48 **"Planning Application"** a planning application in respect of the development of the Property submitted to the Council and validated on 1 February 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0618/P subject to conclusion of this Agreement
- 2.49 **"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
- 2.50 **"Planning Permission"** a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.51 **"Property"** the land known as Castlewood House and Medius House 77-91 and 63-69 New Oxford Street London WC1A 1DG the same as shown outlined in red on Plan A in the Fourth Schedule
- 2.52 **"Public Highway"** any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.53 **"Public Open Space"** the area of public open space to be created as part of the Development shown shaded grey on Plan A in the Fourth Schedule
- 2.54 **"Public Open Space Contribution"** the sum of £24,641.00 (twenty four thousand six hundred and forty one 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 in the vicinity of the Development and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.55 **“Public Open Space Management Plan”**

a plan setting out a package of measures to be adopted by the Owner and approved by the Council for the management maintenance and cleaning of the Public Open Space including:

- (a) measures for the maintenance of any hard and soft landscaping seating or other furniture and any other equipment or facilities within the Public Open Space and to ensure the Public Open Space is kept safe and in a useable condition and in good and substantial repair free from hazards obstacles and obstructions and fit in all respects for use by the public;
- (b) details of the management, waste control, cleaning and upkeep; and
- (c) the incorporation of measures (including details of operation of safety measures and equipment, lighting and CCTV) in the Public Open Space and any interface with adjoining public highway to secure public safety to minimise anti-social behaviour
- (d) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.56	<b>"Registered Provider"</b>	a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's approved strategic provider list of registered providers
2.57	<b>"Regulator"</b>	means the Home and Communities Agency and any successor organisation
2.58	<b>"Residents Parking Bay"</b>	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.59	<b>"Residents Parking Permit"</b>	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.60	<b>"Service Management Plan"</b>	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> <li>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</li> <li>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</li> <li>(c) measures to avoid a number of delivery vehicles arriving at the same time;</li> </ul>

- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

## 2.61 **“Social Rented Housing”**

Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Greater London

	<p>Authority's Housing Covenant 2015-18 Programme, where grant is being provided, the relevant affordable housing programme framework</p> <p>(c) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);</p> <p>(d) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development</p>
2.62	<p><b>"Social Rented Housing Units"</b></p> <p>the ten units of Social Rented Housing forming part of the Affordable Housing Units comprising 4 x 1 bed 1 x two bed and 5 x 3 bed units the same as shown shaded red on Plan B in the Fourth Schedule</p>
2.63	<p><b>"Sustainability Plan"</b></p> <p>a plan reflecting the principles detailed in the Sustainability Plan contained in the supporting documents submitted as part of the Development 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 Medius House BREEAM Domestic Refurbishment Report Planning Rev E and dated April 2017 by Verte Sustainability</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 or Outstanding rating in the retail, office and refurbished residential areas and attaining at least 60% of the credits in Energy 60% of credits in Water and 40% of the credits in Materials categories;

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(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

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(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

(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

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(f) identifying means of ensuring the provision of information to the Council and provision of a

- mechanism for review and update as required from time to time
- 2.64 **“Travel Plan Monitoring Contribution”** the sum of £6,020 (six thousand and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner’s Travel Plan over a six year period from the date of first Occupation of the Development
- 2.65 **“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
- 2.66 **“Viability Update Assessment”** an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-
- (a) be presented in the same form as the Owner’s viability assessment dated January 2017 entitled Financial Viability Assessment Castlewood House & Medius House WC1A or such other form as agreed by the Council in writing save that
    - i. the developer’s percentage profit on gross development cost of Affordable Housing Units shall be fixed at 8% and the developer’s percentage profit on gross development cost of the

remainder of the Development shall be fixed at 20% and

- ii. the residual site value shall be specified as an output of such assessment; and

(b) the developer's percentage profit shall be applied to the same elements of gross development cost as applied in the Owner's viability assessment dated January 2017 entitled Financial Viability Assessment Castlewood House & Medius House WC1A and

(c) the assessment shall be based on the same percentage yield on the office element, the retail element and the restaurant element of the Development and the same purchaser's costs in pounds sterling as the Owner's viability assessment dated January 2017 entitled Financial Viability Assessment Castlewood House & Medius House WC1A or such alternative values as agreed by the Council in writing

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

(d) a copy of the Owner's viability assessment dated January 2017 entitled Financial Viability Assessment Castlewood House & Medius House WC1A;

(e) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence

- reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development;
- (f) a solicitors certification confirming the sale, lease, assigning, sub-letting, grant of a licence, given control to any person of or otherwise demised of the floorspace forming part of the Development were arm's length third party bona fide transactions and not:-
    - (ii) designed to reduce the revenue received from sales of the residential units forming part of the Development;
    - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
    - (iii) transactions between the Owner and its employees; or
    - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
  - (g) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;
  - (h) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
  - (i) any further information the Council acting reasonably requires

**2.67 "Viability Update Deficit"**

a negative figure or figure of zero produced from the Viability Update Assessment by taking the residual site value of the Development and subtracting the sum of seventy three million pounds (£73,000,000)



- 2.68 **“Viability Update Surplus”** a positive figure produced from the Viability Update Assessment by taking the residual site value of the Development and subtracting the sum of seventy three million pounds (£73,000,000)
- 2.69 **“Work Place and Residential Travel Plans”** a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of residential and work travel to the Development to include (but not limited to the following):
- (a) the elements set out in the First Schedule hereto;
  - (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
  - (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
  - (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
  - (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
  - (f) identifying means of ensuring the provision of information to the Council and provision of a

mechanism for review and update as required  
from time to time

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. This Agreement 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 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.6 for all relevant purposes.

3.9 Where any approval, agreement, consent, certification or expression of satisfaction is required by any Party under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed and the Parties shall use reasonable endeavours to provide any such approval, agreement, certificate or expression of satisfaction as soon as reasonably possible.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Independent Retail Plan**

4.1.1 No less than 12 months prior to the Occupation Date of Castlewood House to submit to the Council for approval the Independent Retail Plan.

4.1.2 Not to Occupy nor permit Occupation of Castlewood House until such time as the Council has approved the Independent Retail Plan as demonstrated by written notice to that effect.

4.1.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of Castlewood House at any time when the Development is not being managed in strict accordance with the Independent Retail Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Castlewood House otherwise than in strict accordance with the requirements of the Independent Retail Plan.

##### 4.2 **Affordable Housing**

4.2.1 On or prior to Implementation to seek the Council's written approval of the Registered Provider.

4.2.2 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good

and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

- 4.2.3 To ensure that the Affordable Housing Units shall not be otherwise used or Occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator (ii) for the provision of Intermediate Housing in accordance with the Intermediate Housing Scheme; and (iii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.2.4 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.2.3 hereof.
- 4.2.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.2.7 The Owner and the Registered Provider (once they have acquired an interest in the Property) or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

#### 4.3 **Deferred Housing Contribution**

4.3.1 The Parties agree that notwithstanding the remaining clauses in Clause 4.3 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Housing Contribution in full.

4.3.2 To submit the Viability Update Assessment to the Council for approval in writing at such time as the Owner has exchanged contracts on the sale, lease, assigning, sub-letting, grant of a licence, given control to any person of or otherwise demised of not less than 30% of the floorspace forming part of the Development other than the Affordable Housing Units and provides sufficient information to the Council (in the opinion of the Council) to evidence the same save that in the event the Owner exchanges contracts on the sale, lease, assigning, sub-letting, grant of a licence, giving control to any person of or otherwise demises 30% or more of the floorspace other than the Affordable Housing Units prior to the issue of the Certificate of Practical Completion the Owner will submit the Viability Update Assessment on the date of the issue of the Certificate of Practical Completion.

4.3.3 Upon the issue of the approval of the Viability Update Assessment the Council will provide to the Owner the following:-

(a) a certificate specifying the sum ("**the Assessment Certified Sum**") reasonably and properly expended by the Council in assessing the Viability Update Assessment; and

(b) a certificate specifying the sum ("**the Viability Certified Sum**") properly assessed by the Council in accordance with the provisions of Clause 4 of this Agreement as being recoverable from the Deferred Housing Contribution under the terms of this Agreement.

4.3.4 If the Assessment Certified Sum exceeds the payment made under Clause 2.66 of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.5 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Housing Contribution or any part thereof.

4.3.6 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the Deferred Housing Contribution the Viability Certified Sum shall be half of the Viability Update Surplus up to the limit of the Deferred Housing Contribution.

4.3.7 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the Deferred Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Housing Contribution.

4.3.8 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.

4.3.9 Not to Occupy or permit Occupation of any more than 60% of the floorspace forming part of the Development other than the Affordable Housing Units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

#### 4.4 **Arcade Management Plan**

4.4.1 No later than 12 months prior, the Occupation date of Castlewood House to submit to the Council for approval the Arcade Management Plan.

4.4.2 Not to Occupy nor permit Occupation of Castlewood House until such time as the Council has approved the Arcade Management Plan as demonstrated by written notice to that effect.

4.4.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of Castlewood House at any time when the Development is not being managed in accordance with the Arcade Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of Castlewood House otherwise than in strict accordance with the requirements of the Arcade Management Plan

#### 4.5 **Carbon Offset Contribution**

4.5.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

#### 4.6 Car Free

##### *Residential element*

- 4.6.1 To ensure that prior to Occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.6.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.6.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.6.1 and 4.6.2 in this Agreement shall continue to have effect in perpetuity.
- 4.6.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clauses 4.6.1 and 4.6.2 of this Agreement.

##### *Commercial element*

- 4.6.5 To ensure that prior to Occupying any unit (being part of the Development) each new Occupier 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:

4.6.6

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

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

4.6.8 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.6.5 and 4.6.6 in this Agreement shall continue to have effect in perpetuity.

4.6.9 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.6.5 and 4.6.6 of this Agreement.

4.7 **Construction Management Plan**

4.7.1 On or prior to the Implementation Date to:

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

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

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



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

4.7.3 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.

4.7.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in 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.

#### 4.8 **Construction Working Group**

4.8.1 On or before 6 months prior to the Implementation Date (unless otherwise agreed in writing with the Council) the Owner is to invite the following to become members of the Construction Working Group at their own expense:

- (a) representatives of the local residents, existing residents associations or any other bodies or groups representing the owners and or occupiers and/or businesses in the immediate locality subject to a maximum of five (5) persons;
- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time; and
- (d) any other person or persons having a direct interest in the management of the Construction Phase as the case may be reasonably nominated by the Council (subject to a maximum of two (2) persons).

4.8.2 The Owner agrees to:

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Construction Working Group and shall attend all meetings of the Construction Working Group;
- (b) appoint a person (the "Liaison Officer") responsible for liaising with the owners and or occupiers of the residents institutions and businesses other interested parties about the operation of the Construction Working Group such person to organise and attend all meetings of the Construction Working Group; and
- (c) ensure an appropriate venue within easy walking distance of the Property is procured for each meeting of the Construction Working Group.

4.8.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Working Group to all members of such Construction Working Group.

4.8.4 To ensure that meetings of the Construction Working Group shall take place prior to submission of the Construction Management Plan and at regular intervals as the Construction Working Group decides during the Construction Phase ALWAYS PROVIDED that any member of the Construction Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Construction Working Group and a meeting of the Construction Working Group so convened shall consider matters specified in the notice as requiring discussion.

4.8.5 To ensure that accurate written minutes are kept of each meeting of the Construction Working Group recording discussion and any decisions taken by the Construction Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within ten (10) days of each meeting).

4.8.6 In the event of the majority of members of the Construction Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase the Owner agrees to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords

with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case.

- 4.8.7 The Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Construction Working Group written information about any such complaints received and action taken in respect of them).

**4.9 Contribution towards Bus Shelter**

- 4.9.1 Prior to the Implementation Date to pay to the Council the Bus Shelter Contribution.

- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Bus Shelter Contribution.

**4.10 Contribution towards Cycle Hire Relocation**

- 4.10.1 Prior to the Implementation Date to pay to the Council the Cycle Hire Relocation Contribution.

- 4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Cycle Hire Relocation Contribution.

**4.11 Employment and Training Plan**

- 4.11.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

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

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

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

#### **4.12 Energy Efficiency and Renewable Energy Plan**

##### *Medius House*

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

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

4.12.3 Not to Occupy or permit Occupation of Medius House 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 Medius House.

4.12.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of Medius House 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.

##### *Castlewood House*

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

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

4.12.7 Not to Occupy or permit Occupation of Castlewood House 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.

4.12.8 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Castlewood house 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.

#### **4.13 Environmental Contribution**

4.13.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

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

4.13.3 In the event of receipt of the Environmental Contribution, the Council will consult with the Owner as to how the Council intends to apply the respective contribution and within what time period and will pay reasonable regard to any representations made by the Owner in relation to the same. The Owner acknowledges that it is the Council's decision on how to apply the Environmental Contribution.

#### **4.14 Highways Contribution**

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

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

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

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

- 4.14.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker works and that the Highways Contribution excludes any statutory undertaker costs.
- 4.14.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works. together with (upon request) a breakdown detailing how the Highways Contribution has been spent
- 4.14.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.14.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-one days of the issuing of the said certificate pay to the Owner the unspent element.
- 4.14.9 Subject to the receipt of the Highways Contribution the Council covenants with the Owner that is shall:
- (a) consult with the Owner on the proposals for and detailed design of the Highways Works;
  - (b) use best endeavours to ensure that the detailed design and construction of the Highway Works are properly supervised and carried out with due diligence;
  - (c) use best endeavours to carry out and complete the Highway Works prior to Occupation of the Development and that it shall cooperate and coordinate with the Owner in relation to the programmed for carrying out of the Highways Works and the construction of the Development; and
  - (d) in the event the Council requires any further works to be undertaken to the highway in addition to those specific works set out in Clause 2.33 or as otherwise agreed by the Owner it will liaise with the Owner and advise of the additional measures as soon as reasonably possible.

#### 4.15 **Legible London Contribution**

4.15.1 On or prior to the Implementation Date to pay to the Council the Legible London Contribution in full.

4.15.2 Not to Implement or permit Implementation until such time as the Council has received the Legible London Contribution in full.

#### 4.16 **Local Employment**

4.16.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

- a) using best endeavours that the Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.16.2 The Owner shall use best endeavours to ensure that at all times during the Construction Phase no less than twenty-nine construction apprentices (whom are

provided to the Owner by the King's Cross Construction Centre) shall be employed at the Development (unless the King's Cross Construction Centre is unable to provide such apprentices in which case a lesser number can be agreed by the Council) always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.
- (iv) be supported with the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

always provided that the employment of any apprentice at the Development may be terminated if the apprentice does not meet the reasonable standards required by the Owner's contractor and will be replaced as soon as reasonably possible.

4.16.3 The Owner shall use best endeavours to ensure that during the Construction Phase of the Development no less than six work placements and/or work experience opportunities are provided at the Development. each to be recruited through the King's Cross Construction Centre (unless Kings Cross Construction Centre are unable to fill such work placements and/or work experience opportunities in which case a lesser number may be agreed by the Council).

4.16.4 Notwithstanding the provisions in clauses 4.16.2 and 4.16.3 (above) of this Agreement, during the Construction Phase the Owner shall use reasonable endeavors to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.16.5 On or prior to Implementation to pay the Council the Apprentice Support Contribution in full.

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

4.16.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.16.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:



a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement) has been paid in full.

4.16.8 Following the Occupation Date of the Development the Owner shall use best endeavours to ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than two end use apprentices shall be employed at the Development each year for a 5 year period always ensuring the apprentice shall be:-

(a) recruited in liaison with the Council's Economic Development Team;

(b) be resident in the London Borough of Camden;

(c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;

(d) be employed on a fulltime basis for at least 52 weeks;

(e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and

(f) be supervised by a member of staff within the completed Development,

always provided that the employment of any apprentice at the Development may be terminated and replaced if the apprentice does not meet the reasonable standards required by the Owner's contractor.

4.16.9 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution and not to Implement or permit Implementation until such contribution has been paid to the Council.

#### 4.17 Local Procurement

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

4.17.2 On or prior to Implementation to use best endeavours to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.17.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps reasonably required to remedy such non-compliance.

4.17.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### **4.18 Occupational Tenancies**

4.18.1 Not to Implement or permit the Implementation of the Planning Permission until the Occupational Leases have been terminated or otherwise come to an end.

4.18.2 Not to consent to any works pursuant to the Occupational Leases or vary or allow any variation to the Occupational Leases which would allow the Occupational Tenants to Implement the Planning Permission without such Occupational Tenants entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.18.3 Not to vary or allow any variation to any occupational lease or tenancy of the Property existing at the date hereof so as to grant rights to implement the Planning Permission without such lessee or tenant first entering into a section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.18.4 Not to dispose of its interest in the Property to the Occupational Tenants at the Property without the Occupational Tenants first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement.

#### **4.19 Public Open Space Contribution**

4.19.1 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.

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

#### **4.20 Public Open Space Management Plan**

4.20.1 On or prior to the Implementation Date to submit to the Council for approval the draft Public Open Space Management Plan.

4.20.2 Not to Occupy nor permit Occupation of the Development until such time as the Council has approved the Public Open Space Management Plan as demonstrated by written notice to that effect.

4.19.2 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 Public Open Space Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Public Open Space Plan.

#### **4.21 Service Management Plan**

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

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

4.21.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

#### 4.22 Sustainability Plan

##### *Medius House*

- 4.22.1 On or prior to the Medius House Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.22.2 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.
- 4.22.3 Not to Occupy or permit Occupation of Medius House 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. PROVIDED THAT certification of said completion can be submitted up to 12 weeks after Occupation.
- 4.22.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of Medius House 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.

##### *Castlewood House*

- 4.22.1 On or prior to the Castlewood House Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.20.2 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.
- 4.20.3 Not to Occupy or permit Occupation of Castlewood House 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.
- 4.20.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

**4.21 The Work Place and Residential Travel Plan**

4.21.1 On or prior to the Implementation Date to pay to the Council the Travel Plan Monitoring Contribution

*Medius House*

4.21.2 On or prior to the Medius House Implementation Date to submit to the Council the Travel Plan for approval.

4.21.3 Not to Implement or permit Implementation of any part of the Development until such time as:

(a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and

(b) the Council has received the Travel Plan Monitoring Contribution in full.

4.21.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

*Castlewood House*

4.21.5 On or prior to the Castlewood House Implementation Date to submit to the Council the Travel Plan for approval.

4.21.6 Not to Implement or permit Implementation of any part of the Development until such time as:

(c) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and

(d) the Council has received the Travel Plan Monitoring Contribution in full.

4.21.7 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as

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

**5. OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

**5.1 Repayment of Contributions**

- 5.1.1 To use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 5.1.2 That it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has allocated the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) seven and half years from the Occupation date of the Development.
- 5.1.3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the specific sums paid by the Owner under this Agreement, such evidence to be provided in a reasonable timescale.

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 Within seven days following completion of the Development, the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at Clause 7.1 hereof quoting the planning reference 2017/0618/P the date upon which the Owner believes the Development will be ready for Occupation if the initial date is incorrect the Owner shall update the Planning Obligations Monitoring Officer with the correct date.

- 6.3 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.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its 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. For the avoidance of doubt if at the written request of the Owner to the Planning Obligation Monitoring Officer the Planning Obligation Monitoring Officer shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed. All requests by the Owner must be reasonable in quantity.
- 6.6 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 2017/0618/P.
- 6.7 Payment of the contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that

payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/0618/P. Electronic Transfer is to be made directly to the 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.

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

6.9 Any sums referred to in this Agreement as payable or to be applied or included in any calculation by any party other than the Council under this Agreement shall be paid or applied or included in any calculation 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

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

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

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

7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban



Design and Renewal, Planning and Public Protection, Cultural and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP (planningobligations@camden.gov.uk) quoting the Planning Permission reference number 2017/0618/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 7.6 Neither the Owner nor any future mortgagee or chargee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

## 8. **MORTGAGEE EXEMPTION**

- 8.1 Subject to the provisions of sub-clause (a) – (d) below the restrictions contained in Clause 4.3 hereof shall not be binding upon a mortgagee or chargee or receiver (“collectively the Chargee”) of the Registered Provider of the Social Rented Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such receiver or Chargee in possession PROVIDED that the following conditions have been satisfied:

- (a) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
- (b) In the event of receipt of a Default Notice the Council shall for a period of twelve (12) weeks from receipt of the Default Notice (“the Specified Period”) seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units PROVIDED THAT in identifying another Registered Provider the Council shall have given due recognition to the interests of the Chargee to recover any outstanding monies due to the Chargee under the charge or mortgage.
- (c) (Pursuant to sub-clause 8.1 (b) hereof) In the event of the Council identifying another Registered Provider within the Specified Period the Council shall propose a time period to the Chargee to secure the transfer and the Council and the Chargee shall use their respective reasonable endeavours to secure such transfer within the proposed time period or as soon as practicable.
- (d) If the Council having failed to identify another Registered Provider ready able and willing to take a transfer of the Social Rented Housing Units (pursuant to

clause 8.1 (c) hereof) within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Social Rented Housing Units and shall cease to bind the Social Rented housing Units Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub clause has been followed shall not be bound by the restrictions contained in Clause 4 hereof as will any person deriving title therefrom.

8.2 For the purposes of Clause 8.1 (a) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2017/0618/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Borough Solicitor.

9. **ADDITIONAL MORTGAGEE EXEMPTION**

9.1 The parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee, future mortgagee, charge or future charge 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.

10. **LIABILITIES**

10.1 It is hereby agreed and declared that notwithstanding anything to the contrary contained or implied in this Agreement that the Nominees are entering into this

Agreement in their capacity as nominees for and on behalf of the Depositary acting as depositary of the Fund and as such any liability on their part pursuant to this Agreement is limited to assets held by them in the Fund or the time being as nominees for and on behalf of the Depositary acting as depositary of the Fund.

10.2 The liabilities of the Depositary in respect of the obligations incurred by it under or in consequence of this Agreement shall be limited to such liabilities as can and may lawfully and properly be met out of the net assets of the Fund for the time being in the hands of the Depositary as depositary of the Fund.

10.3 The Depositary shall be released from liability under this Agreement if it ceases to be the depositary of the Fund and on such date as its successor as such depositary of Fund has entered into a direct covenant with the Council to comply with the Depositary's obligations under this Agreement.

## 11. RIGHTS OF THIRD PARTIES

11.1 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** (but not delivered until )  
the date hereof) by ~~Royal London Unit Trust~~ )  
~~Managers Limited acting by~~ )  
~~a director as attorney for and on behalf of~~ )  
**RLUKREF NOMINEES (UK) ONE LIMITED** in )  
its capacity as bare trustee for and on behalf of )  
HSBC Bank PLC acting in its capacity as depositary )  
for the Royal London UK Real Estate Fund under a )  
~~Power of Attorney dated 14 September 2017~~ by a )  
director in the presence of a witness  
Signature of Director *Joe Flannery* .....

In the presence of:

Signature of Witness *[Signature]* .....

Name *ANDREW DOWNER* .....

Address *8 Cannon Square, Canary Wharf, London* .....

Occupation *Banker* .....

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO CASTLEWOOD  
HOUSE AND MEDIUS HOUSE 77-91 AND 63-69 NEW OXFORD STREET LONDON  
WC1A 1DG

EXECUTED AS A DEED (but not delivered until )  
the date hereof) by ~~Royal London Unit Trust~~ )  
~~Managers Limited acting by~~ )  
~~a director as attorney for and on behalf of~~ )  
**RLUKREF NOMINEES (UK) TWO LIMITED** in )  
its capacity as bare trustee for and on behalf of )  
HSBC Bank PLC acting in its capacity as depositary )  
for the Royal London UK Real Estate Fund under a )  
~~Power of Attorney dated 14 September 2017 by a~~ )  
director in the presence of a witness

Signature of Director ..... *Joe Flannery* .....

In the presence of:

Signature of Witness ..... *[Signature]* .....

Name ..... *Andrew Donner* .....

Address ..... *8 Canada Square, Canary Wharf, London* .....

Occupation ..... *Banker* .....

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



..... *P. 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**

## THE SECOND SCHEDULE

### LOCAL PROCUREMENT CODE

#### 1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

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

## 2) MAIN REQUIREMENTS OF THE CODE

### A) CONSTRUCTION.

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

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

#### 2.1 **Actions & Responsibilities of Main Contractor**

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



- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

## **2.2 Actions And Responsibilities of Sub-Contractors**

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

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

## THE THIRD 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/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://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](http://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 an 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 FOURTH SCHEDULE  
PLANS

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**PLAN A**  
**Area Plan**

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**PLAN B**  
**Social Housing Units**



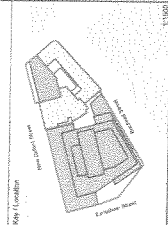
**Social Rented Housing Units**

**Intermediate Housing Units**

Dr	Receiving	02.06.17	02.06.17
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**CONSULTING**

Structural Engineers:  
MAE Engineers;  
Civil Consultants;  
Planning Consultants:  
Dariusz Margala  
CDM Partnerships  
Carrin & Brown  
Gordon Ely



**Robin Parlington & Partners**

Dr. Howard  
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 WC1A 1DG  
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 mail@spackman.com  
 www.spackman.co.uk

Royal London Asset Management

Subject  
Castlewood House & Medius House  
London, WC1A

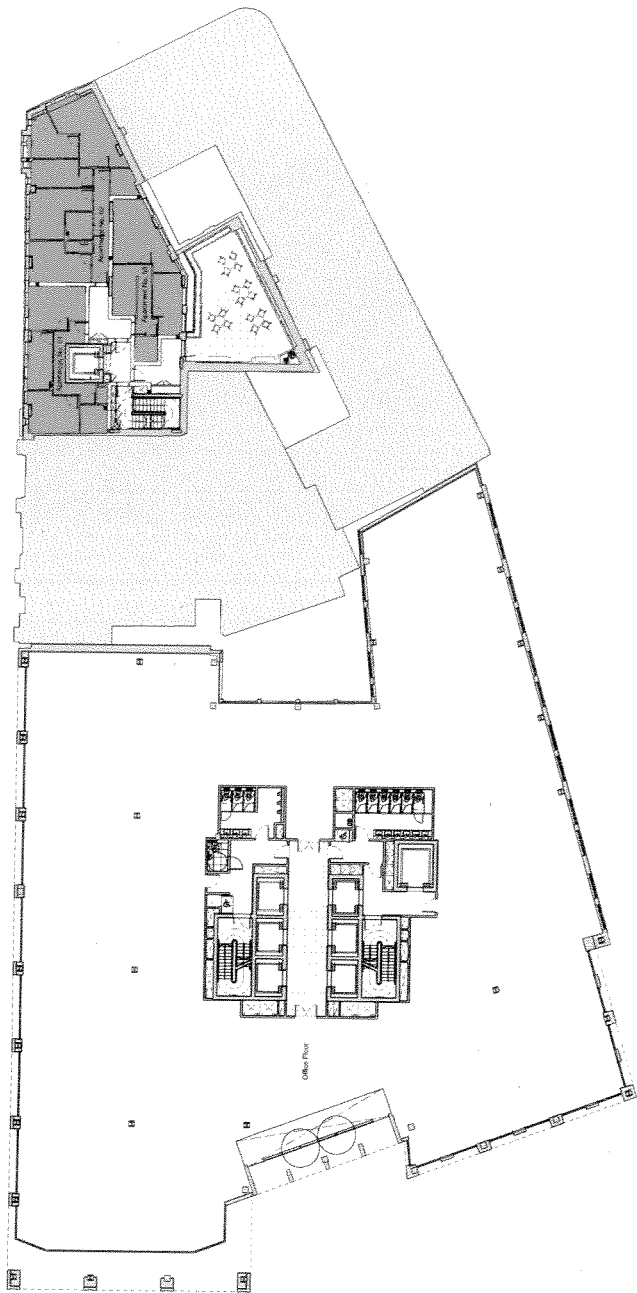
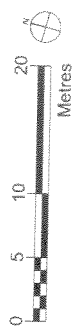
## Affordable Housing Location Plan

	Open By	Issued By
RPP	RPP	RPP

PLANNING	
Project No.	5023
Drawing No.	A PL P 504
Revisions	00

Date Last Search Entry June 02, 2019

Affordable Rented Housing Units:  
Social Rented Housing Units

01 Level 01  
1:200





Disclaimer:  
This drawing is for information only. It is not to be used for any other purpose without the written consent of the architect.

Key:  
Affordable Rented Housing Units

- Social Rented Housing Units
- Intermediate Housing Units

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Plot	Area	0.25 to 1.7	1000 sqm
Plot	Area	0.25 to 1.7	1000 sqm

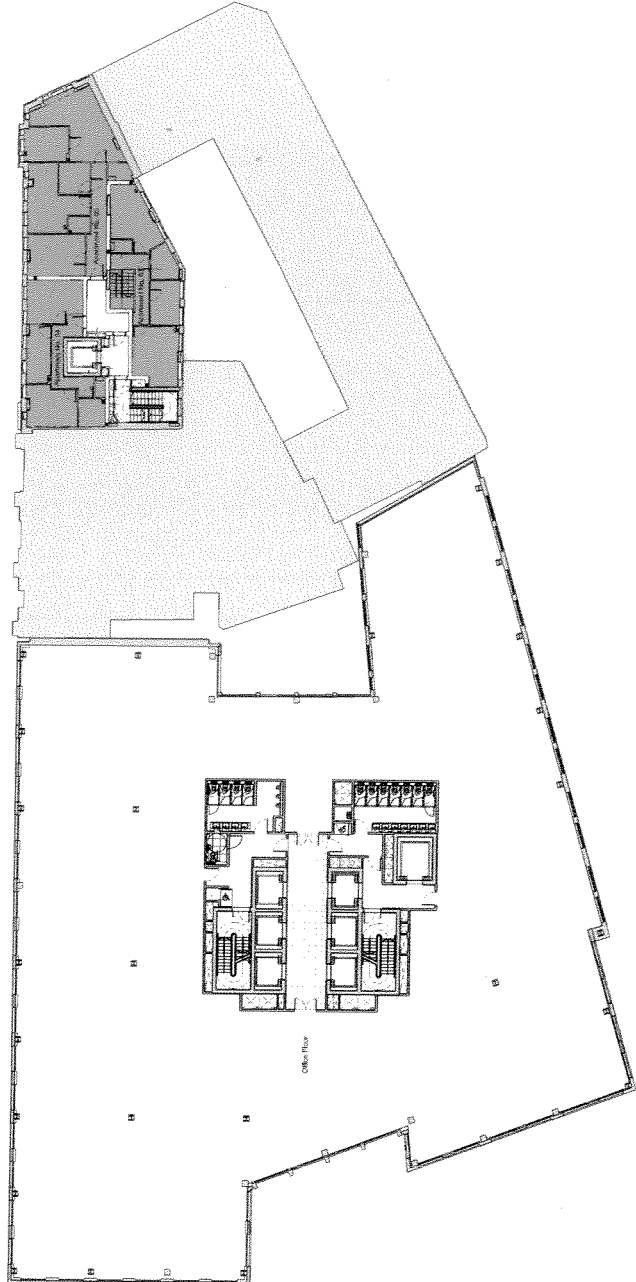
Structural Engineer: David Hughes  
Architect: Royal London Asset Management  
Planning Consultant: David Evans



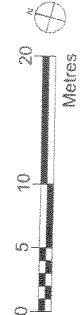
Robb Partington & Partners  
100 Abchurch Lane  
London EC4A 3DF  
Tel: 020 7424 1200  
Fax: 020 7424 1201  
Email: info@robbpartington.co.uk  
Website: www.robbpartington.co.uk

Project	Cashewood House & Medius House London, WC1A
Owner	Affordable Housing Location Plan Local 12
Scale	1:200 @ A1
Drawn By	PLANNING
Check By	RPP
Project No.	15023
Sheet No.	A, Pl. P. 502
Revision	00

Affordable Rented Housing Units:  
Social Rented Housing Units



01 Level 02  
1:200





Do not scale from this drawing.  
Check all dimensions on site before fabrication or setting out.  
Tolerances are as indicated and may vary without notice.  
Consultation of this drawing is required for all work.

**Key:**

### Affordable Rented Housing Units

 Social Rented Housing Units

Intermediate  
Housing Units

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Box	Notes	Date	Event	Box

Developed: Margaret  
CMAA Partnership  
Curry & Brown  
Donald Pitt

Key findings



**Robin Parlington & Partners**

5 New Oxford Street  
 London  
 W1A 1DG  
 Tel: 20 7412 3500  
[info@oxford.com](mailto:info@oxford.com)  
[www.oxford.com](http://www.oxford.com)

**Royal London Asset Management**

Project  
Castletwood House & Medius House  
London, WC1A

renting Time  
Affordable Housing Location Plan

	Drawn By	Received By
200 @ A1	RPP	RPP

PLANNING	
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Date Last Saved: Friday, March 10, 2017

Affordable Rented Housing Units:  
Social Rented Housing Units

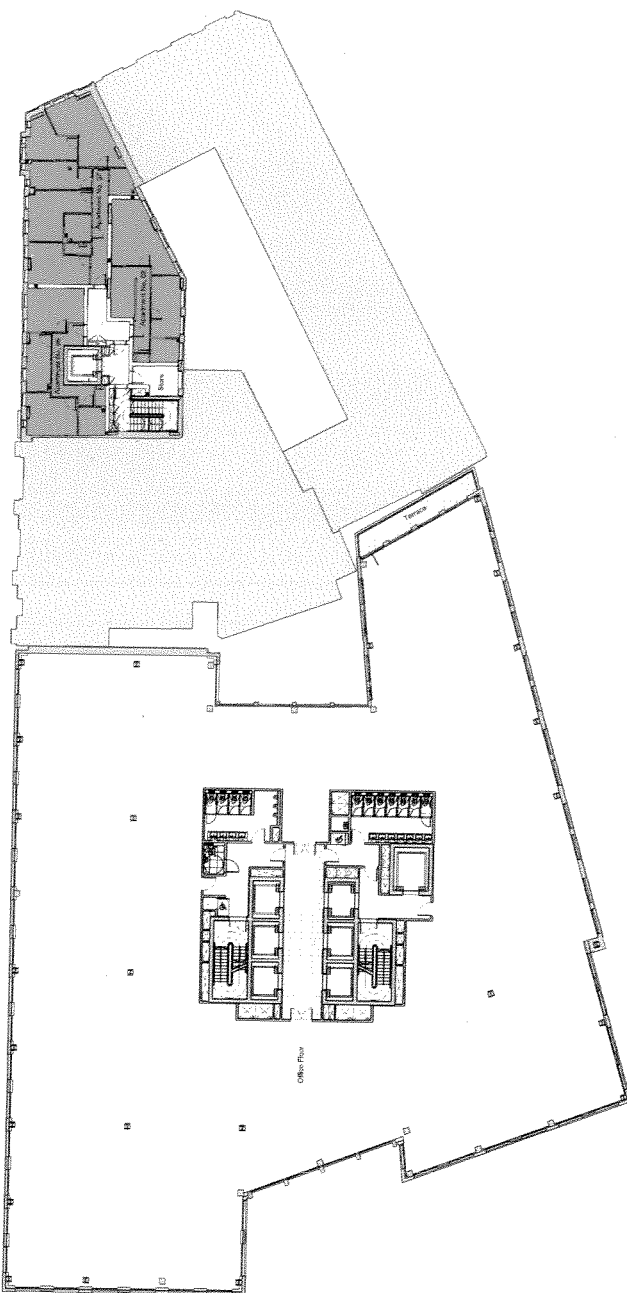
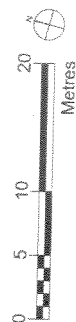


Figure 1

01 Level 03  
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This document is for information only. It is not intended to be used as a basis for any legal or financial decision. The information is provided as a guide only and should not be relied upon for any specific purpose.

**Key:**  
Affordable Rented Housing Units

Social Rented Housing Units  
 Intermediate Housing Units

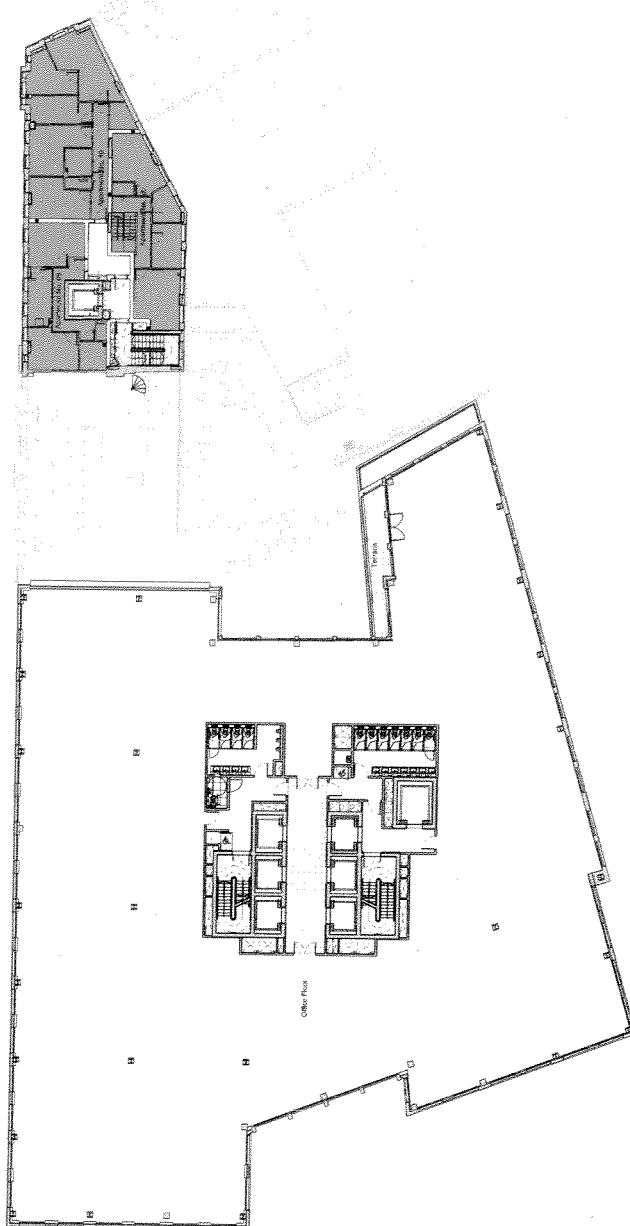
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Location	London, WC1A
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Project No.	15023
Project Name	A. PL. P. 50A
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Project Name	A. PL. P. 50A
Project No.	15023

**Project Name:** Castlewood House & Medius House  
**Location:** London, WC1A  
**Scale:** 1:200 @ A1  
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**Project Name:** A. PL. P. 50A  
**Project No.:** 15023

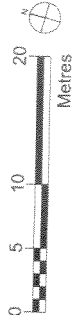
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**Project No.:** 15023

**Project Name:** Castlewood House & Medius House  
**Location:** London, WC1A  
**Scale:** 1:200 @ A1  
**Project No.:** 15023  
**Project Name:** A. PL. P. 50A  
**Project No.:** 15023

Affordable Rented Housing Units:  
Social Rented Housing Units



01 Level 04  
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**PLAN C**

**Intermediate Housing Units**

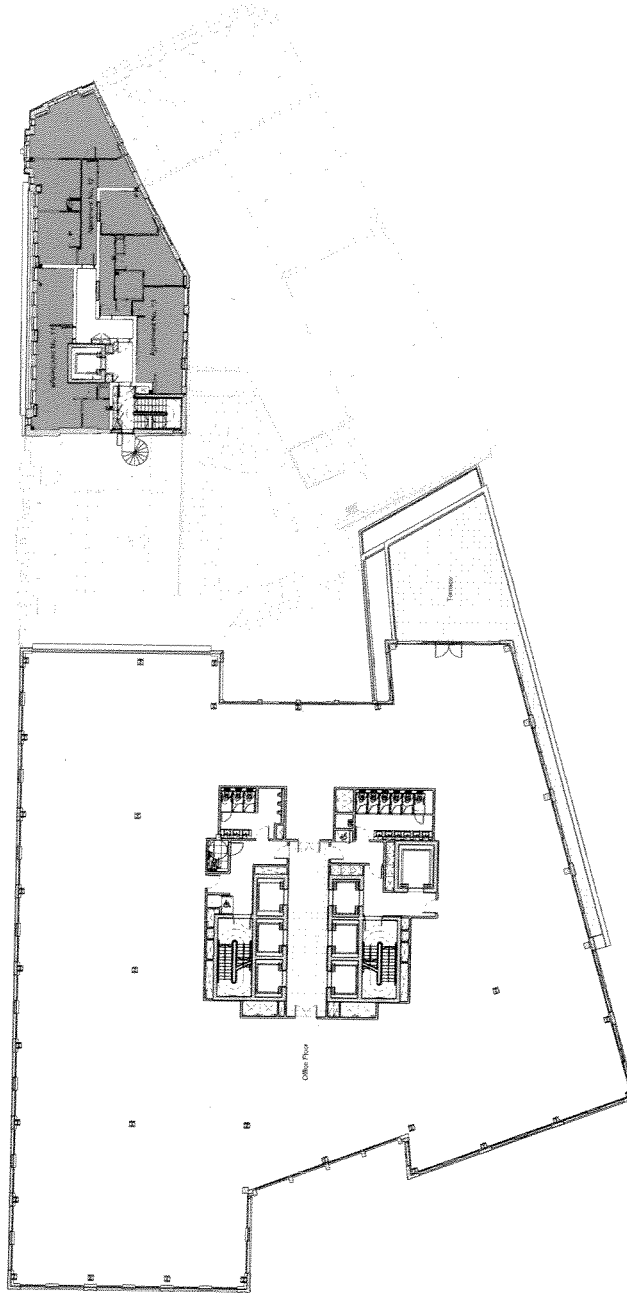




01/Level 05

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Affordable Rented Housing Units:  
Intermediate Housing Units



Key:  
Affordable Rented Housing Units

Social Rented  
Housing Units  
Intermediate  
Housing Units

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Robin Partington & Partners

Chartered Architect  
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**Key:**  
Affordable Rented Housing Units

	Social Rented Housing Units	Intermediate Housing Units
1990	1,000	1,000
1991	1,000	1,000
1992	1,000	1,000
1993	1,000	1,000
1994	1,000	1,000
1995	1,000	1,000
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2030	1,000	1,000

[illegible]

**Structural Engineer:**  
M.H.E. Engineer,  
Civil Consultants,  
Shreeing Consultants;



**Robin Partington & Partners**

Gustafsson  
 85 New Oxford Street  
 London  
 WC1A 1DQ  
 +44 20 7419 3500  
[multis@pilotbird.com](mailto:multis@pilotbird.com)  
[www.pilotbird.com](http://www.pilotbird.com)

Royal London Asset Management

**Project**  
Castlewood House & Medius House  
London, WC1A

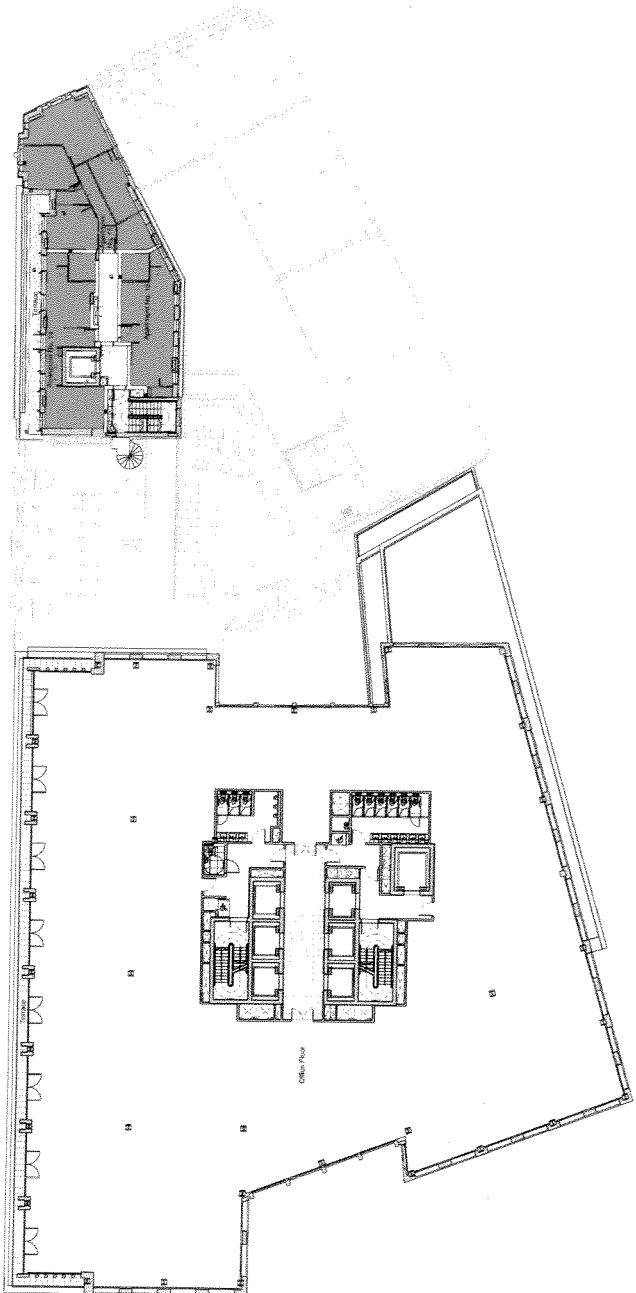
### Example 1: Affordable Housing Location Plan

Stocks	Created By	Issued By
1:200 @ A1	Rpp	Rpp

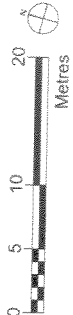
PLANNING

15023 A PL P 506 00  
Date Last Saved: Friday, June 22, 2017

Affordable Rented Housing Units:  
Intermediate Housing Units



01 Level 06  
1200





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Affordable Rented Housing Units

Social Rented Housing Units

Intermediate Housing Units

IN	Accounting	67.06.17	8004	8004
Year	Month	Date	Year	Month

Carol Kania  
Structural Engineer;  
M.E., Engineer;  
Cost Consultant;  
Planning Consultant,  
Dorling Mayfield;  
OEM Partnership  
Carle & Bloom  
Orinda, CA



Robin Partington & Partners

Unaffiliated  
5 New Oxford Street  
London  
WC1A 1DG  
UK Tel: 020 7463 3505  
info@kingspension.com  
www.kingspension.com

**Royal London Asset Management**

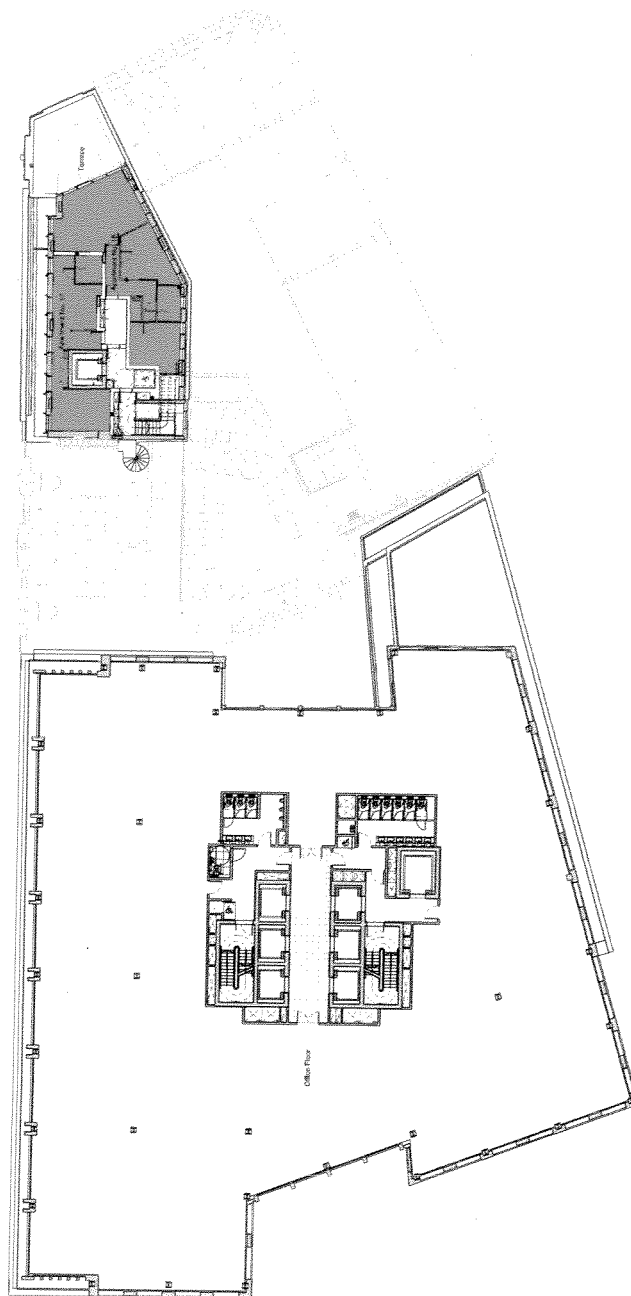
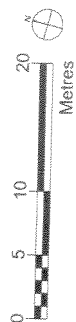
Castlewood House & Medius House  
London, WC1A

**Affordable Housing Location Plan**

date	Drawn By	Drawn By	Received By
200 @ A1	RPP	RPP	
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Project No.	Drawings No.	Rev/den	Rev
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Grain Land Supply Policy June 07 2017

Affordable Rented Housing Units:  
Intermediate Housing Units

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Gerald Eve LLP  
72 Welbeck Street LONDON W1G  
0AY

Application Ref: **2017/0618/P**

14 December 2017

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Castlewood House and Medius House**  
**77-91 and 63-69 New Oxford Street**  
**London**  
**WC1A 1DG**

Proposal:

Proposal: Demolition of existing office building at Castlewood House (Class B1), and erection of an 11 storey office building (Class B1) with retail and restaurant uses (Class A1/A3) at ground floor level; enlargement of existing double basement level and formation of roof terraces and rooftop plant along with associated highways, landscaping, and public realm improvement works. Partial demolition of Medius House with retention of the existing façade, and erection of a two storey roof extension including private roof terraces, in connection with the change of use of the building from office (Class B1) and retail (Class A1) to provide 18 affordable housing units (Class C3) at upper floor levels with retained retail use at ground floor level.

Drawing Nos: Drawing Nos: Existing Drawings: (All Prefixed: A\_PL\_E\_) 001; 010; 011; 031; 032; 098; 099; 100; 101; 102; 103; 104; 105 Rev 01; 106; 107; 108; 109; 110; 201; 202; 203; 204; 205; 206; 301; 302; 303; 304; 305; 306; 307; 308.

Demolition Drawings: (All prefixed A\_PL\_D\_) 098; 099; 100; 101; 102; 103; 104; 105; 106; 107; 108; 109; 201.

Proposed Drawings: (All Prefixed: A\_PL\_P\_) 010 R01; 011 R01; 031 R01; 032 R01; 098 R00; 099 R01; 100 R01; 101 R02; 102 R02; 103 R03; 104 R03; 105 R03; 106 R03; 107 R03; 108 R03; 109 R01; 110 R03; 111 R01; 201 R01; 202 R01; 203 R01; 204 R01; 205 R01; 206 R01; 301 R02; 302 R01; 303 R02; 304 R01; 305 R02; 306 R01; 307 R02; 308 R01; 400 R01; 500; 501; 502; 503; 504; 505; 506; 507.

Supporting Documents: Cover Letter (Gerald Eve) 04 April 2017; Affordable Housing statement( Gerald Eve) January 2017; Accommodation schedule(RPP) 31 March 2017; Accessibility Schedule (RPP) 21 April 2017; Arboricultural Impact Assessment Report (Sharon Hosegood) 07 January 2017; Air Quality Assessment and Air Quality Technical Addendum (REC)March 2017; Basement Impact Screening Assessment( Davies Maguire) January 2017; Construction Phase Plan Initial considerations(ARUP) 18 January 2017; Daylight and Sunlight Report ( Point 2) dated April 2017; Internal Sunlight Daylight report( Point 2) March 2017; Design and Access Statement ( RPP) January 2017 and Design and Access Statement Addendum ( RPP) dated April 2017; Drainage Strategy report( Davies Maguire) January 2017; Revised Energy Statement ( GDM Partnership) January 2017; Flood Risk Assessment( CBRE) January 2017 ; Castlewood House - Future Climate Change Study ( GDM Partnership); Medius House- Future Climate Change Study (GDM Partnership); Ground Conditions Contaminated Land Assessment( GB Card & Partners) January 2017; Historic Environment Assessment( MOLA) January 2017; Housing Study( RPP) January 2017; Noise Impact Assessment( REC) January 2017; Phase 1 Habitat Survey BEEAM( basecology) January 2017;

Medius House BREEAM Domestic Refurbishment Report Planning Rev E (Verte Sustainability) April 2017; Town Planning Statement (Gerald Eve) January 2017; Preliminary Roost Assessment (basecology) January 2017; Financial Viability Assessment (Gerald Eve) January 2017; Statement of Community Involvement( London communications Agency) January 2017; Sustainability Statement(GDM Partnership) January 2017; Townscape Built Heritage & Visual Impact Assessment (Tavenor) January 2017; Transport Assessment( ARUP) January 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 Approved drawings

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



Existing Drawings: (All Prefixed: A\_PL\_E\_) 001; 010; 011; 031; 032; 098; 099; 100; 101; 102; 103; 104; 105; 106; 107; 108; 109; 110; 201; 202; 203; 204; 205; 206; 301; 302; 303; 304; 305; 306; 307; 308.

Demolition Drawings: (All prefixed A\_PL\_D\_) 098; 099; 100; 101; 102; 103; 104; 105 Rev 01; 106; 107; 108; 109; 201.

Proposed Drawings: (All Prefixed: A\_PL\_P\_) 010 R01; 011 R01; 031 R01; 032 R01; 098 R00; 099 R01; 100 R01; 101 R02; 102 R02; 103 R03; 104 R03; 105 R03; 106 R03; 107 R03; 108 R03; 109 R01; 110 R03; 111 R01; 201 R01; 202 R01; 203 R01; 204 R01; 205 R01; 206 R01; 301 R02; 302 R01; 303 R02; 304 R01; 305 R02; 306 R01; 307 R02; 308 R01; 400 R01; 500; 501; 502; 503; 504; 505; 506; 507.

Supporting Documents: Cover Letter (Gerald Eve) 04 April 2017; Affordable Housing statement( Gerald Eve) January 2017; Accommodation schedule(RPP) 31 March 2017; Accessibility Schedule (RPP) 21 April 2017; Arboricultural Impact Assessment Report (Sharon Hosegood) 07 January 2017; Air Quality Assessment and Air Quality Technical Addendum (REC) March 2017; Basement Impact Screening Assessment( Davies Maguire) January 2017; Construction Phase Plan Initial considerations(ARUP) 18 January 2017; Daylight and Sunlight Report ( Point 2) dated April 2017; Internal Sunlight Daylight report( Point 2) March 2017; Design and Access Statement ( RPP) January 2017 and Design and Access Statement Addendum ( RPP) dated April 2017; Drainage Strategy report( Davies Maguire) January 2017; Revised Energy Statement ( GDM Partnership) January 2017; Flood Risk Assessment( CBRE) January 2017 ; Castlewood House - Future Climate Change Study ( GDM Partnership); Medius House- Future Climate Change Study (GDM Partnership); Ground Conditions Contaminated Land Assessment( GB Card & Partners) January 2017; Historic Environment Assessment( MOLA) January 2017; Housing Study( RPP) January 2017; Noise Impact Assessment( REC) January 2017; Phase 1 Habitat Survey BEEAM( basecology) January 2017; Medius House BREEAM Domestic Refurbishment Report Planning Rev E (Verte Sustainability) April 2017; Town Planning Statement (Gerald Eve) January 2017; Preliminary Roost Assessment (basecology) January 2017; Financial Viability Assessment (Gerald Eve) January 2017; Statement of Community Involvement( London communications Agency) January 2017; Sustainability Statement(GDM Partnership) January 2017; Townscape Built Heritage & Visual Impact Assessment (Tavenor) January 2017; Transport Assessment( ARUP) January 2017)

### 3 External fixtures

No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

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

#### 4 Detailed drawings/samples

Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work within the relevant phase (a) Castlewood House; (b) Medius House is begun:

a) Plan, elevation and section drawings, including jambs, head and cill, of all external windows, doors and balustrades at a scale of 1:10.

b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, balustrades and brickwork with a full scale sample panel of brickwork, spandrel panel, glazing and balustrade elements of no less than 1m by 1m including junction window openings demonstrating the proposed colour, texture, face-bond and pointing.

A sample panel of all facing materials shall be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1, D2 and D3 of the London Borough of Camden Local Plan 2017.

- 5 Prior to installation, details of all proposed CCTV and external lighting shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to the occupation of the relevant part of the development and retained as such thereafter.

Reason: In order to protect against possible instances of crime, fear of crime and anti-social behaviour and to safeguard the appearance of the premises, the character of the immediate area and the amenities of adjacent residential premises, in accordance with the requirements of policies D1, D2, D3, A1 and C5 of the London Borough of Camden Local Plan 2017.

#### 6 Landscape

Prior to the commencement of works within the relevant phase (a) Castlewood House; (b) Medius House, other than site clearance and preparation, full details of hard and soft landscaping and means of enclosure of all un-built, open areas, including the roof terraces shall be submitted to and approved by the local planning authority. The relevant works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the council to ensure that the landscaping maintains a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 7 Prior to occupation of Castlewood House details of privacy screening for the south western most column of south facing windows of the office development, located on the Bucknall Street elevation from floors 1-10, shall be submitted to and approved in writing by the local planning authority. The details thereby approved shall be implemented prior to the occupation of the office building and retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

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

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

- 9 Prior to the commencement of works at Castlewood House other than demolition site clearance and preparation works, detailed layout plans shall be submitted to and approved in writing by the local planning authority in respect of the retail, food and drink uses of the ground floor and basement areas of the development. The development shall thereafter proceed in accordance with the approved details unless otherwise approved by the local planning authority in writing.

Reason: To ensure that the scheme makes satisfactory provision for local needs with particular regard to small and independent retail units in accordance with the requirements of policy TC3, TC4 and TC5 of the London Borough of Camden Local Plan 2017.

- 10 Food and drink uses within Class A3 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, shall not comprise more than 33% of the ground and basement floor retail area hereby approved.

Reason: To ensure the development does not lead to an over concentration of food and drink uses in the area and to safeguard the amenities of neighbouring premises in accordance with the requirements of policies A1, C5, TC3, TC4 and TC5 of the London Borough of Camden Local Plan 2017.

11 Hours of use - Class A3 restaurants

The Class A3 use hereby permitted shall not be carried out outside the following times: 07:00 to 23:00 Monday to Thursdays, 07:00 to 00:00 on Fridays and Saturdays and 08:00 to 22:00 on Sundays and Bank Holidays

Reason: To ensure that the amenity of occupiers of residential properties in the area is not adversely affected by noise and disturbance in accordance with the requirements of policies A1, A4, TC1, TC3 and TC4 of the London Borough of Camden Local Plan 2017.

12 Odour & Noise Mitigation

Prior to commencement of any A3 use on site, details of odour mitigation and ventilation systems including an accompanying acoustic report with details of any necessary acoustic isolation and sound attenuation measures shall be submitted to and approved in writing by the Local Planning Authority. All odour and acoustic mitigation measures shall be implemented in accordance with the details thus approved and shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the surrounding area in accordance with the requirements of policies G1, A1, A4, D1, CC1, TC1, TC3 and TC4 of the London Borough of Camden Local Development Plan 2017.

13 Noise

No sound emanating from the commercial (Classes B1, A1 or A3) uses in the development including roof terraces shall be audible within any adjacent residential premises between 2300 hrs and 0800 hrs.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4, TC1 TC3, TC4 and TC5 of the London Borough of Camden Local Plan 2017.

- 14 At least 28 days before the commencement of works within the relevant phase (a) Castlewood House; (b) Medius House, a written detailed scheme of assessment consisting of site reconnaissance, conceptual model, risk assessment and proposed schedule of investigation must be submitted to the planning authority. The scheme of assessment must be sufficient to assess the scale and nature of potential contamination risks on the site and shall include details of the number of sample points, the sampling methodology and the type and quantity of analyses proposed. The scheme of assessment must be approved by the LPA and the documentation submitted must comply with the standards of the Environment Agency's Model Procedures for the Management of Contamination (CLR11).

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 15 Prior to the commencement of works within the relevant phase (a) Castlewood House; (b) Medius House, a site investigation shall be undertaken in accordance with the approved scheme of assessment and the written results provided to the planning authority for their approval. Laboratory results must be provided as numeric values in a formatted electronic spread sheet. Before development commences a remediation scheme shall be agreed in writing with the planning authority and the scheme as approved shall be implemented before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 16 Additional significant contamination discovered during development shall be fully assessed and any necessary modifications made to the remediation scheme shall be submitted to the Local Planning Authority for written approval. Before any part of the development hereby permitted is occupied the developer shall provide written confirmation that all works were completed in accordance with the revised remediation scheme.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 17 Refuse and recycling

Prior to first occupation of the relevant part of the development the refuse and recycling storage areas and facilities hereby approved shall be completed and made available for occupants and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CC5, A1, A4 and TC4 of the London Borough of Camden Local Plan 2017.

- 18 Roof terraces

No flat roofs within the development shall be used as terraces, unless marked as such on the approved plans, without the prior express written approval of the Local Planning Authority.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy A1 of the London Borough of Camden Local Development Plan 2017.

- 19 The restricted areas of the terrace as marked on the approved 08th floor plan shall be accessed for maintenance purposes only.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

- 20 Wheelchair units

Prior to commencement of the development other than demolition, site clearance, and preparation works, full details of unit SR\_202 demonstrating compliance with Building Regulations Part M4 (3) (2b) (where possible under existing constraints of the building envelope) shall be submitted to and approved in writing by the Local Planning Authority. The subsequently approved layout, features and facilities shall thereafter be provided in their entirety prior to the first occupation of the unit.

Reason: To ensure that the wheelchair unit would be capable of providing adequate accessibility for future occupiers in accordance with the requirements of policy H6 of the London Borough of Camden Local Plan 2017.

- 21 Prior to commencement of the development other than demolition, site clearance, and preparation works, full details of units SR\_101, SR\_102, SR\_103, SR\_201, SR\_301, SR\_302, SR\_303, SR\_401, SR\_402, IR\_501, IR\_502, IR\_503, IR\_601, IR\_602, IR\_603, IR\_701, and IR\_702 demonstrating compliance with Building Regulations Part M4 (2) of the building regulations (where possible under existing constraints of the building envelope), shall be submitted to and approved in writing by the Local Planning Authority. The subsequently approved layouts, features and facilities shall thereafter be provided in their entirety prior to the first occupation of the relevant unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the London Borough of Camden Local Plan 2017.

- 22 Cycle parking

Prior to first occupation of the relevant part of the development, Secure and covered parking for 266 long stay cycle parking spaces shall be provided as shown on approved plan A\_L\_P\_099 Rev 01 including:

- 32 Spaces within Medius House
- 234 Spaces within Castlewood House

All such facilities shall thereafter be retained as such thereafter.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.



23 Anti-vibration

Prior to use, machinery/plant system and associated ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

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

24 Plant and equipment

Prior to the commencement of works within the relevant phase (a) Castlewood House; (b) Medius House, other than demolition site clearance and preparation, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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

- 25 Prior to the commencement of development within the relevant phase (a) Castlewood House; (b) Medius House, other than demolition, site clearance and preparation works, details of an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, shall be submitted to and approved in writing by the local planning authority. The details thereby approved details shall be implemented prior to occupation of the relevant part of the development and thereafter be permanently retained.

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

- 26 Prior to the commencement of development within the relevant phase (a) Castlewood House; (b) Medius House, other than demolition site clearance and preparation works, details of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from adjoining dwellings. Details shall demonstrate that the sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures identified to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within any noise sensitive premises shall be submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be implemented prior to occupation of the relevant development and thereafter be permanently retained.

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

- 27 Tree Protection

Details of feasibility and method statement for the protection during construction and retention of the 4 existing street trees (T1, 2, 3 and 4) on New Oxford Street and Earnshaw Street shall be submitted to and approved by the local authority in writing before any works of construction works which could impact upon them commence. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". The development shall thereafter not proceed other than in accordance with the approved 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 A1, A2 and A3 of the London Borough of Camden Local Plan 2017.

- 28 Living roof

Prior to the commencement of development within the relevant phase (a) Castlewood House; (b) Medius House, other than demolition site clearance and preparation works, full details in respect of the green and brown roof in the areas indicated on the approved roof plan shall be submitted to and approved in writing by the local planning authority. Details of the green roof provided shall include: 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, as well as details of the maintenance programme for green roof. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment and that the green roof is suitably designed and maintained in accordance with the requirements of policies CC1, CC2, CC3, CC4, D1, and A3 of the London Borough of Camden Local Plan 2017.



29 SuDS

Prior to the commencement of development within the relevant phase (a) Castlewood House; (b) Medius House, other than demolition site clearance and preparation works, full details of the sustainable drainage system including green/blue roofs, shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change, such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate 50% attenuation of all run off. Details shall include a lifetime maintenance plan, and shall thereafter retained and maintained in accordance with the approved details.

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

30 SuDS: Evidence of installation

Prior to occupation of the relevant part development, evidence that the system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

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

31 Solar PV

Prior to commencement of development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

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

32 Bird boxes

Prior to commencement of the development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works details of bird nesting features (boxes or bricks) shall be submitted to and approved in writing by the Local Planning Authority. Features should be integrated into the fabric of the building, unless otherwise agreed by the Local Planning Authority. Details shall include the exact location, height, aspect, specification and indication of species to be accommodated, in line with the recommendations in the Preliminary Ecological Appraisal. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2016 (Consolidated with Alterations Since 2011) and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

### 33 Water efficiency

The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation of each Plot, evidence demonstrating that this has been achieved shall be submitted and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017

### 34 Mechanical Ventilation

Prior to commencement of development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, full details of the mechanical ventilation system including air inlet locations, details confirming that an appropriate NO2 filtrations system on the mechanical ventilation intake has been installed, shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler stack and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of future occupiers and to safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

### 35 Air Quality monitoring

Prior to the commencement of development within the relevant phase (a) Castlewood House; (b) Medius House, full details of the air quality monitors shall be submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed commencement date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4 and CC4 of the London Borough of Camden Local Plan 2017.

36 Air quality dispersion modelling

Prior to commencement of the development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, full details of the operation stage air quality dispersion modelling, confirming that the development does not have a significant impact on existing air pollution levels at sensitive receptor locations (including neighbouring properties), shall be submitted to and approved by the local planning authority in writing. Dispersion modelling shall be undertaken in accordance with the IAQM and EPUK planning guidance and the London Councils Air Quality and Planning Guidance. Appropriate mitigation measures to reduce impact from combustion plant shall be implemented as approved and retained permanently thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4 and CC4 of the London Borough of Camden Local Plan 2017.

37 Non-road mobile machinery

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 demolition and/construction phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/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 A1, A4 and CC4 of the London Borough of Camden Local Plan 2017.

38 Archaeology

No development other than demolition to existing ground floor level, shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved in writing by the local planning authority. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved in writing by the local planning authority. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- a) The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- a) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: To ensure the protection of remains of archaeological importance in accordance with policy D2 of the London Borough of Camden Local Development Plan 2017.

39 London Underground

Prior to commencement of the development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, on site detailed design and method statements for each stage of the development (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), shall be submitted to and approved in writing by the local planning authority. Such details shall: provide details on all structures; accommodate the location of the existing London Underground; structures and tunnels; accommodate ground movement arising from the construction; thereof; and mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels. The development shall be carried out in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan 2016 Table 6.1 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

40 Thames Water

Prior to commencement of the development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, no impact piling is to commence until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policies A1 and CC3 of the London Borough of Camden Local Plan 2017.

- 41 Prior to commencement of the development within the relevant phase (a) Castlewood House; (b) Medius House other than demolition, site clearance, and preparation works, impact studies of the existing water supply infrastructure shall be submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with this additional demand, in order to safeguard the amenities of the area generally, in accordance with the requirements of policies A1 and CC3 of the London Borough of Camden Local Plan 2017.

- 42 The development hereby permitted shall be carried out in the accordance with the Phasing Plan set out in the approved Construction Management Plan, unless otherwise agreed between the applicant and the Council.

Reason: To ensure the development has an acceptable impact on the public highway and does not harm pedestrian safety and amenity in accordance with policies T1 and T4 of the London Borough of Camden Local Development Plan 2017.

43 Short Stay cycle Parking

Prior to first occupation of Castlewood House details of 30 short stay cycle spaces shall be submitted to and approved in writing by the Local Planning Authority. The details approved shall be implemented prior to the occupation of Castlewood House and retained as such permanently 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.

44 Structural method statement

No development (including demolition) of Medius House shall take place until a structural method statement including an up-to-date condition survey undertaken by a suitably qualified person, retention drawings and a detailed schedule of works of demolition and redevelopment has been submitted to and approved in writing by the Council. The statement shall include details of the method of securing the retention and protection of the North and East elevations of Medius House. No works of demolition shall be carried out other than in accordance with the approved method statement.

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

45 Façade Retention

No development (including demolition) of Medius House shall take place 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 the façade retention during demolition and construction works 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 and provision of details of the programme of works 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 and D2 of the London Borough of Camden Local Plan 2017.

46 Terrace Privacy Screening

Prior to the occupation of Castlewood House details of privacy screening to be installed to the 08th floor terrace between the accessible area and the area designated as maintenance only, shown on approved drawing A\_PL\_P\_108 Rev 03, shall be submitted to and approved in writing by the local planning authority. The details thereby approved shall be installed prior to the occupation of the relevant part of the development and permanently retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring properties in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

47 The terrace on the 08th floor level located on the southeast corner of Castlewood House shown on plan A\_PL\_P\_108 Rev 03 shall not be used between the hours of 21:00 and 08:00 Monday to Sunday.



Reason: To safeguard the amenities of the adjacent residential premises in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 48 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms

Reason: To safeguard the amenities of future occupiers in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 49 Notwithstanding the details shown on drawing A\_PL\_P\_100 Rev 01 the proposed gates to the ground floor arcade of Castlewood House are not approved. No gates shall be installed without the prior express written approval of the Local Planning Authority

Reason: To ensure the development contributes to improved accessibility and permeability, and makes appropriate connections to the highway and surrounding streets in accordance with the requirements of policies A1, A2 and T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Indicative highways works

The proposed highway works must be treated as indicative at this stage as planning permission does not guarantee that the proposed highway and public realm improvements would be implemented in their current form. Such proposals are always subject to further investigation, consultation, detailed design, and approval by the Highway Authority (in this case the Council).

- 2 CMP Implementation Support Contribution

An advice note providing further information on this financial contribution is available on the Council's website at the hyperlink below:

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

- 3 CMP Pro-Forma

The Council have a pro-forma that is recommended to be prepared once a Principal Contractor has been appointed. The CMP, in the form of the pro-forma, would need to be approved by the Council prior to any works commencing on site. A Key element of the CMP should address (amongst others) best practice guidelines in TfL's Standard for Construction Logistics and Cyclist Safety (CLOCS) scheme: <http://www.clocs.org.uk/standard-for-clocs/>

- 4 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).
- 5 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.
- 6 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 7 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.
- 8 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £????(???sqm x £50) for the Mayor's CIL and £????(???sqm x £500/£450/£250/£175/£150/£45/£40/£30/£25 using the relevant rate for uplift in that type of floorspace ) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 9 You are advised that condition 11 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.



- 10 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 11 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 12 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 13 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 14 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 15 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 16 In respect of condition 40 piling has the potential to impact on local underground sewerage and water utility infrastructure. You are advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.
- 17 With regards to surface water drainage Thames Water advises that it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that you ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. Should you propose to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777. This is to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

- 18 A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Applications should be made at <http://www.thameswater.co.uk/business/9993.htm> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200
- 19 Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. Thames Water further recommend, in line with best practice, the disposal of Fats, Oils and Greases (FOG) by the collection of waste oil by a contractor to recover for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses.
- 20 A Wastewater Management Permit from Thames Water will be required for discharging groundwater into the sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [wwq@thameswater.co.uk](mailto:wwq@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).
- 21 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 22 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up-to-date ecological information and this will help in future decision making.

- 23 Active bird nests are protected under Part 1 of the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests are highly likely to be present within the site during peak nesting season, considered by Natural England as between 1 March and 31 July. It should be noted that active nests are afforded legal protection at all times and can be encountered throughout a nesting season which may extend between mid-February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests are absent. For further information contact Natural England on 0845 600 3078.
- 24 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.
- 25 In relation to condition 28 (living roof) it is recommended for the proposed substrate to be sourced from site (for example: soil and crushed brick) for sustainability reasons and to provide better conditions for local species.
- 26 You are advised that planning permission would be required for the installation of any gates or barriers to the ground floor level arcade of Castlewood House.

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 21 DECEMBER 2017

(1) RLUKREF NOMINEES (UK) ONE LIMITED AND RLUKREF NOMINEES (UK) TWO LIMITED

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  
**CASTLEWOOD HOUSE AND MEDIUS HOUSE**  
**77-91 AND 63-69 NEW OXFORD STREET LONDON WC1A 1DG**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and  
Section 278 of the Highways Act 1980

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

CLS/COM/ESA/1800.253  
FINAL