

DATED

17<sup>th</sup> APRIL

2018

(1) BALCAP RE LTD

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

Rear of 1-3 Britannia Street London WC1X 9BN

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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THIS AGREEMENT is made the 17<sup>th</sup> day of APRIL 2018

**BETWEEN:**

A. **BALCAP RE LTD** (Co. Regn. No. 09858849) of 4 Bourlet Close, London W1W 7BJ and whose registered office is at 96 Great Titchfield Street, London, England, W1W 6SQ (hereinafter called "the Owner") of the first part

B. **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 ~~NGL573972~~ and NGL975674 and is interested in the Property for the purposes of Section 106 of the Act. *Shoosmiths LLP*

1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 28<sup>th</sup> November 2016 and the Council resolved to grant permission conditionally under reference number 2016/6356/P subject to the conclusion of this legal Agreement.

1.3 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.

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

1.5 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.

## 2. **DEFINITIONS**

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

- |     |  |  |
|-----|--|--|
| 2.1 | "the Act"  | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "Affordable Housing"                               | low-cost housing including Social Rented Housing Affordable Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents   |
| 2.3 | "the Affordable Housing Payment in Lieu"           | the sum of £126,280 (one hundred and twenty six thousand pounds and two hundred and eighty 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 contribute to Affordable Housing in the Borough |
| 2.4 | "the Agreement"                                    | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.5 | "the Certificate of Practical Completion"          | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed   |
| 2.6 | "Community Working Group"                          | means a working group which the Owner shall use to facilitate consultation with the local community in respect of matters relating to the demolition and construction of the Development so as to minimise disruption to the amenity of the local community arising from the Development             |
| 2.7 | "the Construction Apprentice Default Contribution" | the sum of £7,000 a sum being £7,000 per apprentice required on site. (seven thousand pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision.   |

2.8 "the Construction Support Contribution"

the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices.

2.9 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the 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) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses

in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

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

- |      |  |  |
|------|--|--|
| 2.10 | “the Construction Management Plan Implementation Support Contribution” | the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase |
| 2.11 | “the Construction Phase”   | the whole period between<br>(i) the Implementation Date and<br>(ii) the date of issue of the Certificate of Practical Completion<br>and for the avoidance of doubt includes the demolition of the Existing Buildings   |
| 2.12 | “the Council’s Considerate Contractor Manual”                          | the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden  |
| 2.13 | “the Development”  | Demolition of 2 storey light industrial building (B1c use) and redevelopment of the site including the erection of a 3 storey plus basement building to provide office (B1a use) at ground, 1st and 2nd floors and flexible gallery (D1 use)/office use at   |



basement level. The installation of sedum green roofs and provision of associated cycle parking, waste storage and plant as shown on drawing numbers:-

D\_01 rev P2, D\_02 rev P2, D\_03 rev P2, D\_04 rev P2, D\_11 rev P2, D\_12 rev P2, D\_13 rev P2, D\_21 rev P2, D\_22 rev P2, D\_23 rev P2, D\_24 rev P2, D\_25 rev P2.

E\_01 rev P1, E\_03 rev P1, E\_04 rev P1, E\_11 rev P1, E\_12 rev P1, E\_13 rev P1, E\_21 rev P1, E\_22 rev P1, E\_23 rev P1, E\_24 rev P1, E\_25 rev P1. P\_00 rev P1, P\_01 rev P2, P\_02 rev P2, P\_03 rev B, P\_04 rev B, P\_05 rev B, P\_11 rev P2, P\_12 rev B, P\_13 rev B, P\_21 rev P2, P\_22 rev P2, P\_23 rev P2, P\_24 rev B, P\_25 rev B, P\_26 rev B, P\_30 rev B.

Planning and heritage statement dated November 2016, Historic Environment Desk-Based Assessment dated November 2016, Construction Management Plan pro-forma, Cover letter dated 18/11/2016, Daylight & Sunlight report by Malcolm Hollis dated 15/11/2016 and addendum dated 13 January 2017, Planning Statement addendum dated 27/03/2017, Noise Impact Assessment ref 14682.PCR.Rev B, Basement Impact Assessment ref 1676 dated March 2017, Energy & Sustainability Statement dated 02/03/2017, Transport Statement dated 10/03/2017, Flood Risk Assessment ref 1676 dated 10/03/2017 and Design & Access Statement rev A dated 10/03/2017.

2.14 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.4 of this Agreement through (but not be limited to) the following:-

- (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (b) to ensure a 20% local employment target during the Construction Stage;

(c) to ensure the provision of 1 (one) construction apprentices;

(d) Owner shall make provision following the Construction Phase for no less than 1 (one) work placement;

(e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

(f) commit to following the Local Procurement Code

2.15 "the Energy Efficiency and Renewable Energy Plan"

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

a) the incorporation of the measures set out in the submission document entitled Energy & Sustainability Statement and dated 2<sup>nd</sup> March 2017 by Cundall to achieve a 27.2% reduction in CO2 emissions beyond the Part L 2013 baseline;

b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20.6% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;



- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- e) measures to enable future connection to a local 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.
  - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage National Calculation method (NCM) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and

objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- h) measures to enable a future connection to enable the connection of a decentralised local energy network at the Property;
- i) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.16 "the Existing Buildings" the buildings existing on the Property (namely the two storey buildings in B1c use) as at the date of this Agreement

2.17 "Financial Contributions" means the Affordable Housing Payment in Lieu, the Construction Apprentice Default Contribution, the Construction Management Plan Implementation Support Contribution and the Highways Contribution

2.18 "the Highways Contribution" the sum of £5,173.05 (five thousand one hundred and seventy three pounds and five pence) to be paid by the Owner to the Council in accordance with the terms of this

Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

(a) reinstatement and repaving of the Public Highway directly adjacent to Property;

(b) any other works the Council acting reasonably requires as a direct result of the Development

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

- |      |                                    |   |
|------|------------------------------------|---|
| 2.19 | "the Implementation Date"          | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly |
| 2.20 | "King's Cross Construction Centre" | the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry  |
| 2.21 | "the Level Plans"                  | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway  |
| 2.22 | "Local Procurement Code"           | the code annexed to the Second Schedule hereto  |

2.23	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.24	"the Parties"	mean the Council and the Owner
2.25	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 28 <sup>th</sup> November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/6356/P subject to conclusion of this Agreement
2.26	"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
2.27	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.28	"the Property"	the land to the rear of 1-3 Britannia Street London WC1X 9BN the same as shown edged red on the plan annexed hereto
2.29	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.30	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>Energy &amp; Sustainability Statement</p> <p>(a) achieve the targets set out in the submission document entitled Energy &amp; Sustainability Statement and dated 2<sup>nd</sup> March 2017 by Cundall</p>

- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (a) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (b) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (c) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (d) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time



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; Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 Any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction required to be given, reached or taken by any Party under this Agreement or any response requested to any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction shall not be unreasonable or unreasonably withheld or delayed.
- 3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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.
- 3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.

- 3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING PAYMENT IN LIEU**

- 4.1.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Payment In Lieu.

- 4.1.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Affordable Housing Payment In Lieu

4.2 **COMMUNITY WORKING GROUP**

Three months prior to the Implementation Date the Owner at its own expense shall:

- 4.2.1 convene the Community Working Group consisting of persons living and working in the local community and made up of ward councillors, local residents, local business or business organizations and local schools;
- 4.2.2 ensure that the directors, trustees or managers of the Development or their nominated deputies (and any other appropriate representatives of the Owner) shall attend all meetings of the Community Working Group;
- 4.2.3 appoint a person (the "Liaison Officer") responsible for liaising with the residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Development and the Liaison Officer (or his representative) to organise and attend all meetings of the Community Working Group with all such meetings to take place at the Property or within easy walking distance of the Property;

- 4.2.4 give a minimum of seven days written notice of each meeting of the Community Working Group and to provide suitable facilities for the meetings of the Community Working Group;
- 4.2.5 ensure that meetings of the Community Working Group shall take place every month ALWAYS PROVIDED that a member of the group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Community Working Group be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above then meetings of the working group shall be convened at such intervals as the Community Working Group decides;
- 4.2.6 ensure that an accurate written note is kept of each meeting of the Community Working Group recording discussion and any decisions taken by the Community Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- 4.2.7 in the event of the majority of members of the Community Working Group voting in favour of making a recommendation to the Owner in respect of the demolition and construction of the Development (each member of the group having one vote on any motion proposed) the Owner to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case; and
- 4.2.8 the Owner to provide a contact telephone number for the Liaison Officer (or other suitable representative of the Owner) that shall be available for contact during normal office hours for persons attending the Community Working Group.

#### **4.3 CONSTRUCTION MANAGEMENT PLAN**

##### **4.3.1 On or prior to the Implementation Date to:**

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

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

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

##### **4.3.3 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.**

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

#### **4.4 EMPLOYMENT AND TRAINING PLAN**

##### **4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.**

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



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

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

#### **4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

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



#### **4.6 HIGHWAYS CONTRIBUTION**

##### **4.6.1 On or prior to the Implementation Date to:-**

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

##### **4.6.2 Not to Implement or to allow Implementation until such time as the Council has:-**

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

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

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

**4.6.5** If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

#### **4.7 LOCAL EMPLOYMENT**

**4.7.1** 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) 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.
- 4.7.2 The Owner shall ensure that at all times during the Construction Phase no less than 1 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Kings Cross Construction Centre;
  - (ii) employed for a period of not less than 52 weeks; and
  - (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.
- 4.7.3 The Owner shall ensure that following the Construction Phase of the Development no less than one (1) work placement and/or work experience opportunities are provided at the Development.
- 4.7.4 Notwithstanding the provisions in clauses 4.7.2 and 4.7.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 4.7.5 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

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

4.7.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.7.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Implement or permit Implementation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

#### **4.8 LOCAL PROCUREMENT**

4.8.1 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.

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

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

4.8.4 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.

#### **4.9 SUSTAINABILITY PLAN**

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

4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

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

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

## **5. OBLIGATIONS OF THE COUNCIL**

5.1 The Council agrees to use the Construction Apprentice Support Contribution during the Construction Phase towards the purpose set out in this Agreement and for no other purpose.

5.2 The Council agrees to use the Financial Contributions for the purpose set out in this Agreement and for no other purpose.

5.3 Following receipt of a written request the Council agrees to repay to the Owner the Financial Contributions (or any part thereof) that have not been spent or committed to a planned programme in accordance with this Agreement within 10 years of Practical Completion having occurred.

## **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 planning reference 2016/6356/P the date upon which the Development will be ready for Occupation.

- 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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 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.
- 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 2016/6356/P.
- 6.7 Payment of the Highways Contribution pursuant to Clause 4.8 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 2016/6356/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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,

Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2016/6356/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 7.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property or the relevant parts thereof 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. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY  
BALCAP RE LTD  
in the presence of:

)  
)  
)

YACOSIEBURGH SJOERASTH  
DIRECTOR

.....  
Witness Signature

Witness Name: KIYAN ZANDIYEH

Address: 77 WARRINGTON CRESCENT, LONDON

Occupation: INVESTMENT MANAGER

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

)  
)  
)  
)

R. Alexander

.....  
Authorised Signatory



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

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

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

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

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

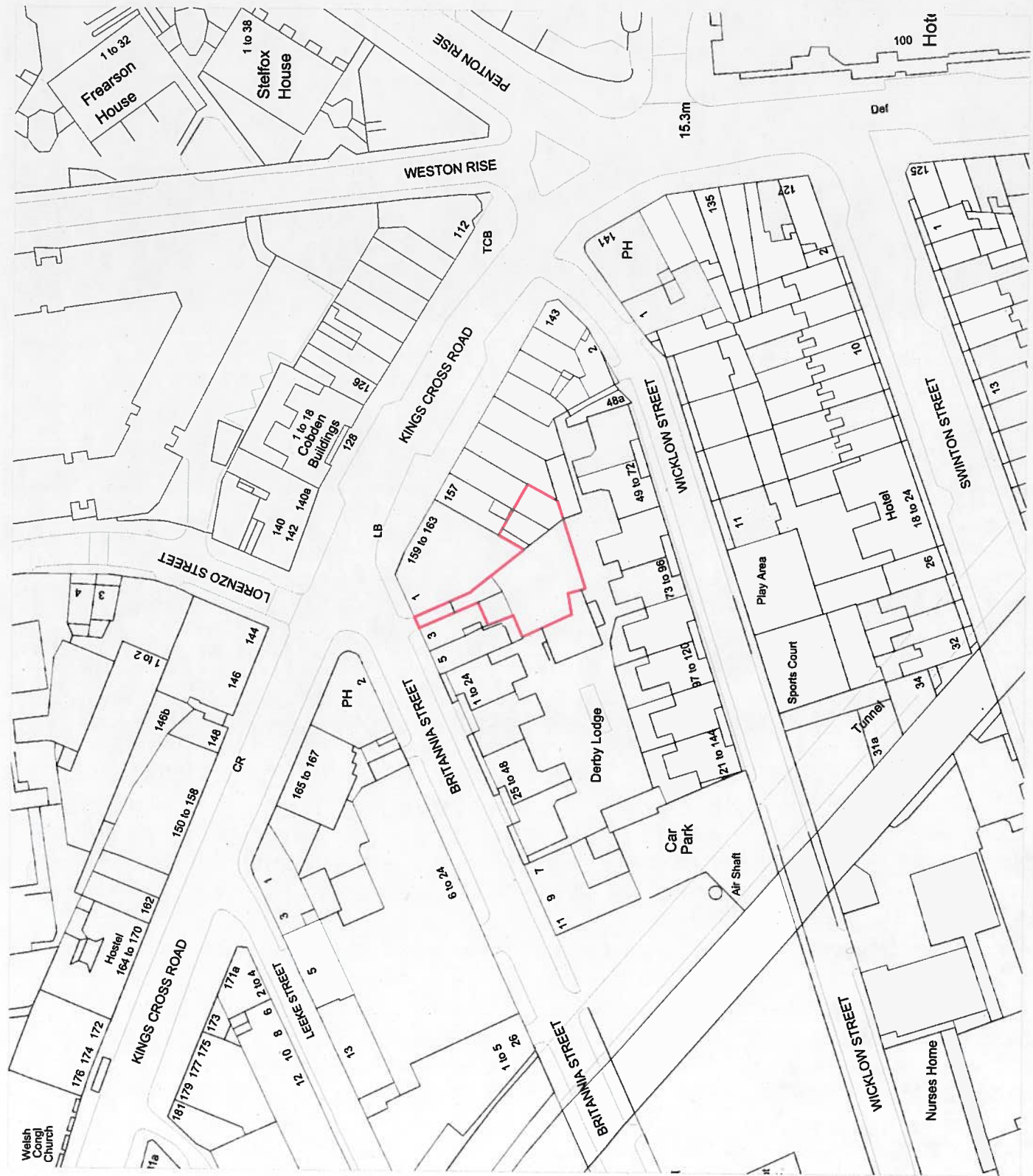
The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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.



conqueror





Rev: P1 16/11/2016 Issued for Planning

# PLANNING

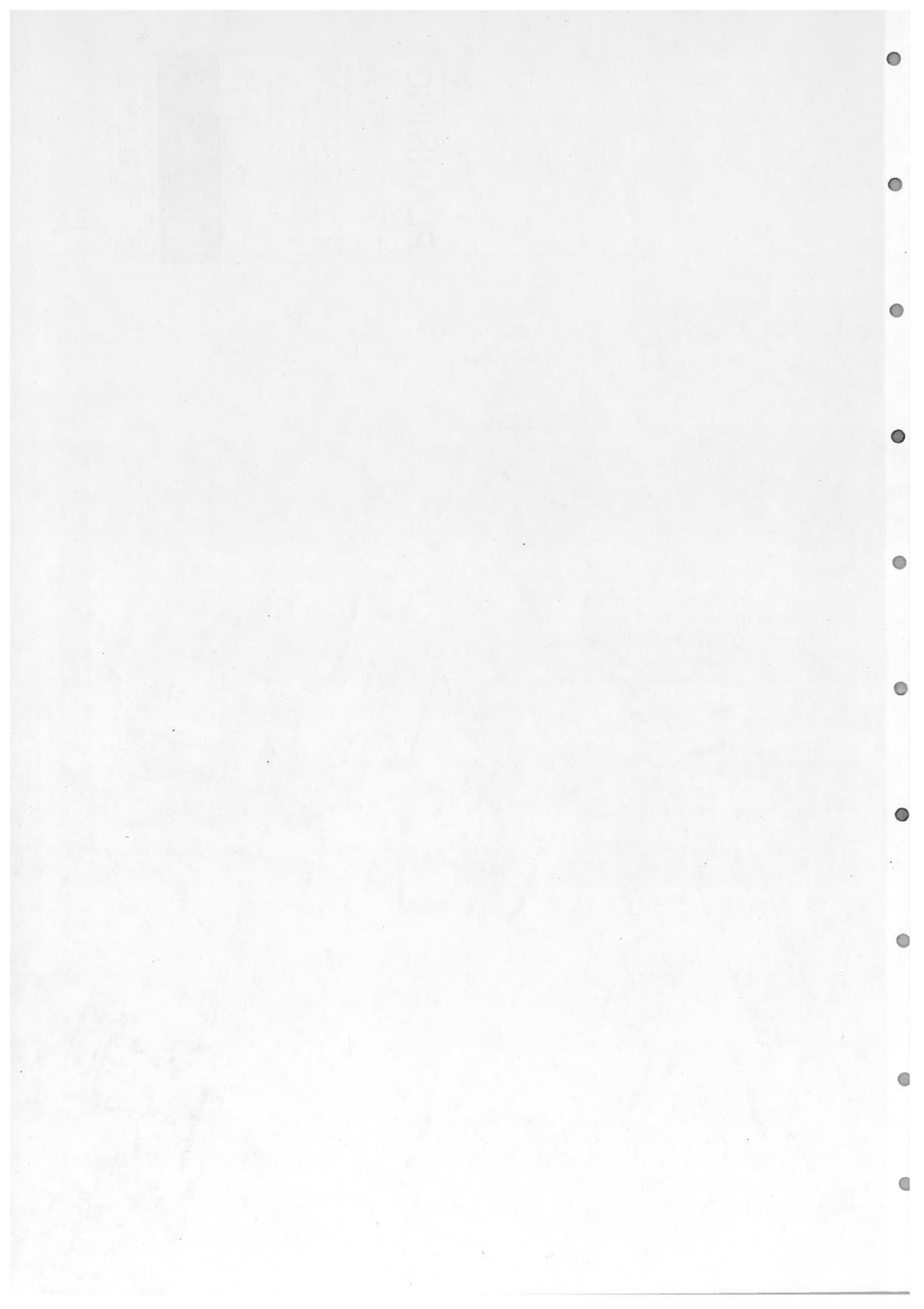
Project No.	16038
Client	Balcap Re Ltd
Date	November 2016
Scale	1:1000 @ A4
Project	Land to Rear of 159-163 King's Cross Road
Drawing Title	Site Location Plan
Drawing No.	P_00
Drawn	AA
Checked	PI
Approved	AT



**Marek Wojciechowski Architects Ltd.**

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Bidwells  
25 Old Burlington Street  
London  
W1S 3AN

Application Ref: **2016/6356/P**

Dear Sir/Madam

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

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

Address:  
**Rear of 1-3 Britannia Street**  
**London**  
**WC1X 9BN**

**Proposal:**

**Demolition of 2 storey light industrial building (B1c use) and redevelopment of the site including the erection of a 3 storey plus basement building to provide office (B1a use) at ground, 1st and 2nd floors and flexible gallery (D1 use)/office use at basement level. The installation of sedum green roofs and provision of associated cycle parking, waste storage and plant.**

**Drawing Nos: D\_01 rev P2, D\_02 rev P2, D\_03 rev P2, D\_04 rev P2, D\_11 rev P2, D\_12 rev P2, D\_13 rev P2, D\_21 rev P2, D\_22 rev P2, D\_23 rev P2, D\_24 rev P2, D\_25 rev P2, E\_01 rev P1, E\_03 rev P1, E\_04 rev P1, E\_11 rev P1, E\_12 rev P1, E\_13 rev P1, E\_21 rev P1, E\_22 rev P1, E\_23 rev P1, E\_24 rev P1, E\_25 rev P1, P\_00 rev P1, P\_01 rev P2, P\_02 rev P2, P\_03 rev B, P\_04 rev B, P\_05 rev B, P\_11 rev P2, P\_12 rev B, P\_13 rev B, P\_21 rev P2, P\_22 rev P2, P\_23 rev P2, P\_24 rev B, P\_25 rev B, P\_26 rev B, P\_30 rev B.**

**Documents**

Planning and heritage statement dated November 2016, Historic Environment Desk-Based Assessment dated November 2016, Construction Management Plan pro-forma, Cover letter dated 18/11/2016, Daylight & Sunlight report by Malcolm Hollis dated 15/11/2016 and addendum dated 13 January 2017, Planning Statement addendum dated 27/03/2017, Noise Impact Assessment ref 14682.PCR.Rev B, Basement Impact Assessment ref 1676 dated March 2017, Energy & Sustainability Statement dated 02/03/2017, Transport Statement dated 10/03/2017, Flood Risk Assessment ref 1676 dated 10/03/2017 and Design & Access Statement rev A dated 10/03/2017.

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

D\_01 rev P2, D\_02 rev P2, D\_03 rev P2, D\_04 rev P2, D\_11 rev P2, D\_12 rev P2, D\_13 rev P2, D\_21 rev P2, D\_22 rev P2, D\_23 rev P2, D\_24 rev P2, D\_25 rev P2.

E\_01 rev P1, E\_03 rev P1, E\_04 rev P1, E\_11 rev P1, E\_12 rev P1, E\_13 rev P1, E\_21 rev P1, E\_22 rev P1, E\_23 rev P1, E\_24 rev P1, E\_25 rev P1.

P\_00 rev P1, P\_01 rev P2, P\_02 rev P2, P\_03 rev B, P\_04 rev B, P\_05 rev B, P\_11 rev P2, P\_12 rev B, P\_13 rev B, P\_21 rev P2, P\_22 rev P2, P\_23 rev P2, P\_24 rev B, P\_25 rev B, P\_26 rev B, P\_30 rev B.

Reason:

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

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

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

b) Manufacturer's specification details of all external facing materials, including a sample brickwork panel to be available to view on site.

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

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

- 4 The green roofs at first and second floor level shall not be used as roof terraces and shall be accessed for maintenance purposes only.

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

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of Policy A5 of the Camden Local Plan 2017.

- 6 Cycle parking for 13 x bicycles as shown on approved drawing no. P\_01 rev.P2 shall be provided in its entirety prior to the first occupation of the building, and permanently retained thereafter.

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

- 7 The external noise level emitted from plant, machinery or equipment with specified noise mitigation at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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

- 8 Prior to use of the plant hereby approved, noise mitigation measures shall be installed in accordance with the recommendations made in report ref: 14682.PCR.Rev B dated 16/03/2017. 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 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. These measures shall be implemented prior to use of the installation and thereafter be permanently retained.

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

- 9 Prior to commencement of use, a Servicing Management Plan shall be submitted to and approved in writing by the Council. Details shall include times and frequency of deliveries and collections, vehicle movements, silent reversing methods, location of loading bays, quiet loading/unloading measures, etc.

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

- 10 Prior to commencement of the development (other than demolition of the existing building), full details of the sustainable drainage system including 142m<sup>2</sup> green roof (with attenuation layer) and 3.75m<sup>3</sup> below ground attenuation, 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 maximum site run-off rate of 5 l/s. 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, CC3 and CC4 of the Camden Local Plan 2017.



- 11 Prior to occupation, evidence that the sustainable drainage 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, CC3 of the Camden Local Plan 2017.

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

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

- 13 Prior to commencement of development (other than demolition of the existing building), full details of a biodiverse, substrate-based extensive living roof shall be submitted to and approved in writing by the local planning authority. The details shall include the following: A. detailed maintenance plan, B. details of its construction and the materials used, C. a section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and D. full planting details including species showing planting of at least 16 plugs per m<sup>2</sup>. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied. Guidance on living roofs is available in the Camden Biodiversity Action Plan: Advice Note on Living Roofs and Walls.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Policies CC1, CC2, CC3 and CC4 of the Camden Local Plan 2017.

- 14 Details of bird and bat nesting boxes or bricks shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. Details shall include the exact location, height, aspect, specification and indication of species to be accommodated. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained. Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features.

Reason: To ensure the development provides the appropriate provision towards creation of habitats and valuable areas for biodiversity in accordance with policy 7.19 of the London Plan 2011, and Policy A3 of the Camden Local Plan 2017.

- 15 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 IIIB 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 CC1, CC2 and CC4 of the Camden Local Plan 2017.

- 16 At least 28 days before the development hereby permitted commences 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 policy A1 of the Camden Local Plan.

- 17 Before development commences, 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 policy A1 of the Camden Local Plan.

- 18 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 policy Camden Local Plan.

- 19 Prior to commencement of use, a light spill mitigation plan shall be submitted to and approved in writing by the Council in consultation with local residents. The use shall thereafter not be carried out other than in accordance with such plan as has been approved.

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

Informative(s):

- DRAFT**
- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
  - 2 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
  - 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 4 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.
- 5 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.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

Executive Director Supporting Communities





DATED

17<sup>th</sup> APRIL

2018

**(1) BALCAP RE LTD**

and

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

**AGREEMENT**  
relating to land known as

**Rear of 1-3 Britannia Street London WC1X 9BN**

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

Tel: 020 7974 1478

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