

- 4.7.2 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.
- 4.7.3 Not to amend the approved Energy Efficiency and Renewable Energy Plan without the further written approval of the Council.
- 4.7.4 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 (as may be amended in accordance with this Agreement) have been incorporated into the Property.
- 4.7.5 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.

4.8 **HIGHWAYS**

- 4.8.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 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 undertaker's costs.

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

4.8.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within twenty-one (21) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.8.6 If the Highways Contribution exceeds the Certified Sum then the Council shall within twenty-one (21) days of the issuing of the said certificate pay to the Owner the amount of the surplus unexpended amount.

4.9 **LOCAL EMPLOYMENT**

4.9.1 In carrying out the works comprised in the Demolition Phase and the Construction Phase of the Development the Owner shall (unless otherwise agreed in writing with the Council) ensure that no less than 20% of the workforce (in each phase) is comprised of residents of the London Borough of Camden.

Construction Phase and King's Cross Construction Skills Centre

4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 hereof the Owner shall:

- (i) work in partnership with King's Cross Construction Skills Centre; and
- (ii) take the following specific measures 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 King's Cross Construction Skills Centre;
 - (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the

Development for employees, self-employees, contractors and sub-contractors;

- (d) that King's Cross Construction Skills Centre is supplied with a full labour programme for the Construction Phase (with six-monthly updates) demonstrating
 - (1) what skills and employment are needed through the life of the Construction Phase, and
 - (2) 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
- (e) from the Implementation Date, the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase; and
- (f) provide a number (to be agreed by the Council) of construction work placements (such placements being for a minimum of 2 weeks duration running consecutively) throughout the Construction Phase and to be recruited through the King's Cross Construction Skills Centre.

Construction Industry Apprentices

4.9.3 To ensure that during the Construction Phase not less than four (4) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills 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>

4.9.4 On or prior to the date each construction apprentice commences employment to pay to the Council the Construction Apprentice Support Contribution for that construction industry apprentice.

4.9.5 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 the Kings Cross Construction Skills Centre.

4.9.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- (i) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- (ii) 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.

End use apprentices

4.9.7 Following the Occupation Date of the Development the Owner shall for a period of not less than five (5) years ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no fewer than two (2) end use apprentices always ensuring that each apprentice shall be: -

- (a) recruited in liaison with the Council's Economic Development Team only;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development.

4.10 LOCAL PROCUREMENT

- 4.10.1 Prior to the Demolition Date to agree a programme during the Demolition Phase and Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.10.2 On or prior to the Demolition Date 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.
- 4.10.3 Unless otherwise agreed in writing with the Council, the Demolition Phase and the Construction Phase 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.
- 4.10.4 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.

4.11 NOISE MANAGEMENT PLAN

- 4.11.1 Prior to Occupation to submit to the Council for approval the Noise Management Plan.
- 4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Noise Management Plan as demonstrated by written notice to that effect.
- 4.11.3 Not to 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 Noise 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 Noise Management Plan.

4.12 PRIVATE MEMBERS CLUB AND KOKO MUSIC VENUE

Unless otherwise agreed in writing with the Council, not to:

- (i) operate the Private Members Club independently of the Koko music venue in accordance with the terms of the Agreement and the Planning Permission; and
- (ii) dispose of the Private Members Club or Koko music venue independently of each other, other than to a group company of the Owner

and for the avoidance of doubt the obligations in this clause ~~4.10~~ ^{4.12} shall continue to have effect notwithstanding any permitted development rights under planning legislation available at the date hereof or henceforth. RR

4.13 PRIVATE MEMBERS CLUB - FREE MEMBERSHIP

4.13.1 Not to occupy or permit to be occupied the Private Members Club until:

- (i) the Owner has provided to the Council a shortlist of not fewer than 35 Qualifying Persons such shortlist to include each person's name and correspondence address and details as to the basis of qualification and confirmation that the shortlist has been prepared in consultation with at least one local organisation involved with start-up business or entrepreneurs in the borough (such as the Camden Collective); and
- (ii) following receipt of the shortlist by the Council pursuant to sub-clause 4.13.1(i) hereof and subject to any comments (if any) by the Council the Owner has offered Free Memberships to Qualifying Persons on the shortlist and upon acceptance of such offers, to grant Free Memberships promptly to no fewer than 25 Qualifying Persons and not later than 7 days from such grant to provide the name and correspondence address of each such person to the Council.

4.13.2 On the first anniversary of the date of first occupation of the Private Members Club and on each subsequent anniversary to confirm to the Council in writing the number of Qualifying Persons holding an active Free Membership and where at any point that number is fewer than 25 the Owner shall promptly and proactively repeat the steps

provided under sub-clauses 4.13.1(i) – (ii) (inclusive) to ensure that the number of Qualifying Persons holding a Free Membership is not fewer than 25.

4.13.3 Without prejudice to the effect of the obligations under sub-clause 4.13.2 hereof not to grant a subsequent Free Membership to a Qualifying Person who has already been granted a Free Membership pursuant to this Agreement unless in exceptional circumstances which have been previously agreed in writing with the Council.

4.13.4 Nothing in this clause shall require the Owner to continue a Free Membership for a person who no longer is a Qualifying Person nor does it excuse holders of a Free Membership from any sanctions which may apply to any member who breaches the terms and conditions of their membership.

4.14 **PRIVATE MEMBERS CLUB MANAGEMENT PLAN**

4.14.1 Prior to Occupation to submit to the Council for approval the Private Members Club Management Plan.

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

4.14.3 Not to Occupy or permit Occupation of any part of the Private Members Club (being part of the Development) at any time when the Development is not being managed in strict accordance with the Private Members Club 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 Private Members Club Management Plan.

4.15 **SCHOOL LIASION PLAN**

4.15.1 Prior to Occupation to submit to the Council for approval the School Liaison Plan.

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

4.15.3 Following the first date of Occupation to comply in strict accordance with the School Liaison Plan.

4.15.4 In the event of a breach of the School Liaison Plan to inform the Council within 5 (five) working days of the relevant breach and to rectify the breach promptly.

4.16 **SUSTAINABILITY PLAN**

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

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

4.16.3 Not to amend the approved Sustainability Plan without the further written approval of the Council

4.16.4 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 Sustainability Plan as approved by the Council have been incorporated into the Development, unless otherwise agreed in writing by the Council.

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

4.17 **TRAVEL PLAN**

4.17.1 On or prior to the Occupation Date to submit to the Council the Travel Plan for approval.

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

4.17.3 Not to amend the approved Travel Plan without the further written approval of the Council.

4.17.4 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 (and as may be amended from time to time in accordance with this Agreement) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan (as amended from time to time in accordance with this Agreement).

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

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/6058/P the date upon which the Development is ready for Occupation.

5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 at reasonable notice to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council 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 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 reference 2017/6058/P.
- 5.7 Payment of any financial contribution pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such financial contribution relates quoting the planning application reference 2017/6058/P or by electronic transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date

of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the Planning Obligations Officer, Regeneration and Planning, London Borough of Camden, 5 Pancras Square, London, N1C 4AG quoting the planning reference number 2017/6058/P provided that all correspondence and information required to be provided by the Owner to the Council pursuant to Clause 4.13 (Private Members Club – Free Membership) shall be sent to: Economic Development Team, Regeneration and Planning, London Borough of Camden, 5 Pancras Square, London, N1C 4AG 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 Regeneration and Planning.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 The Owner or the Mortgagee or their successors in title or any person deriving title from them shall not be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees that the security of its charge over that part of the Property comprised in title number 244741 shall take effect subject to this Agreement PROVIDED THAT it shall have no

liability under this Agreement unless it becomes a mortgagee in possession of that part of Property comprised in title number 244741 in which case it will be bound by the obligations as a person deriving title from the First Leaseholder in respect of its interest in the Property.

- 7.2 Any person who obtains an interest in any part of the Property henceforth from the date of this Agreement solely by way of charge or legal mortgage shall also have no liability under this Agreement unless it becomes a mortgagee in possession of such part of the Property in which case it will be bound by the obligations as a person deriving title from an Owner.

8. **COUNCIL COVENANTS**

The Council hereby covenants with the Owner as follows:

- 8.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.2 In the event of receipt of any contribution payable by the Owner pursuant to Clause 4 of this Agreement the Council covenants to spend or commit for expenditure the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

11. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to

settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY)
PIANO FACTORY LIMITED)
acting by a Director)

Director Name: (CAPITALS))

Director Signature:)

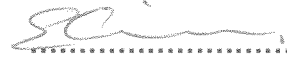

.....
Sarah Jane Mercury
.....

In the presence of:

Witness Name (CAPITALS))

Witness Signature:)


Witness Address:)

Emily Collins
.....

.....
44 ESPRANADE, ST HELIER, JERSEY
.....

EXECUTED AS A DEED BY)
OBAR CAMDEN LTD)
acting by a Director)

Director Name: (CAPITALS))

Director Signature:)


Oliver Bangogh
.....

.....

In the presence of:

Witness Name (CAPITALS))

Witness Signature:)

Witness Address:)

Dan Zimm
.....

.....
49 ST James's St SW11 1JT London
.....

EXECUTED AS A DEED BY)
GREENWOOD CAPITAL EUROPE LIMITED)
acting by a Director)

CONSTANTINOS MEIVATZIS

Director Name: (CAPITALS))

Director Signature:)

.....
Constantinos Meivatzis
.....

In the presence of:

Witness Name (CAPITALS))

A.T.H.W.A. KYRIACOU

Witness Signature:)

[Signature]
.....

Witness Address:)

*20 Spina Lynganes
Clapham Central, 3rd floor, 1075 Nicollis, Cyprus*

EXECUTED AS A DEED BY)
THE HOPE LEASE LIMITED)
acting by a Director)

[Signature]

Director Name: (CAPITALS))

OLIVER BINGOUSH

Director Signature:)

[Signature]
.....

In the presence of:

Witness Name (CAPITALS))

DAN ZAUM

Witness Signature:)

[Signature]
.....

Witness Address:)

11A ST JAMES'S ST SW14 8ST London

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 Demolition Management Plan and Construction Management Plan

The Council has produced a pro-forma Demolition Management Plan and Construction Management Plan that can be used to prepare and submit a Demolition Management Plan and 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 in the Demolition Phase and in the Construction Phase starting.

The pro-forma Demolition Management Plan and 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 DMP and CMP and then download the Construction Management Plan PROVIDED THAT it is acknowledged that the Construction Management Plan will not include demolition, which will be considered as part of the Demolition Management Plan

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

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION

Indigo Planning
Aldermay House
10-15 Queen Street
London
EC4N 1TX

Application Ref: **2017/6058/P**

04 April 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Koko 1A Camden High Street
Hope & Anchor PH 74 Crowndale Road
1 Bayham Street and 65 Bayham Place
London
NW1 7JE**

Proposal:

DECISION
Redevelopment involving change of use from offices (Class B1) and erection of 5 storey building at the corner of Bayham Street and Bayham Place to provide pub at ground floor and private members club (Class Sui Generis) on upper floors following demolition of 65 Bayham Place, 1 Bayham Street (façade retained) and 74 Crowndale Road (façades retained), including enlargement of basement and sub-basement, retention of ground floor and basement of Hope & Anchor PH (Class A4), change of use at 1st and 2nd floor from pub (Class A4) to private members club (Class Sui Generis), mansard roof extension to 74 Crowndale Road, creation of terraces at 3rd and 4th floor level, relocation of chillers and air handling unit to 3rd floor plant enclosure with additional plant (5x a/c condensers and 1 cooling unit) at roof level, erection of glazed canopy to Camden High Street and Crowndale Road elevation and erection of 4th floor glazed extension above roof of Koko to provide restaurant and bar to private members club (Sui Generis).

Drawing Nos: Delivery and servicing management plan prepared by ADL Traffic Engineering dated October 2017; Transport statement prepared by ADL Traffic Engineering dated October 2017; Travel plan prepared by ADL Traffic Engineering dated October 2017; Economic Statement prepared by Indigo Planning dated October 2017; Statement of Community Engagement Addendum; Planning and Listed Building Statement prepared by Indigo Planning dated October 2017; Heritage statement prepared by Stephen

Levrant Heritage Architecture dated October 2017; Economic Viability Appraisal prepared by ULL Property dated 27th October 2017; Air quality Assessment prepared by RSK dated October 2017; Designing out Crime- Addendum -Option B (including access drawings); Appendix H - Drainage Strategy Report rev.02 prepared by Heyne Tillett Steel dated January 2018;; Overheating Analysis Koko Private Members' Club prepared by Eight Associates dated 11/08/2017; Overheating Analysis Koko Rooftop prepared by Eight Associates dated 03/03/2017; Energy Assessment prepared by Eight Associates dated 21/12/2017; BREEAM 2014 Refurbishment & Fit Out prepared by Eight Associates dated 18.10.2017; BREEAM 2014 New Construction prepared by Eight Associates dated 18.10.2017; BREEAM Ecology report prepared by Eight Associates dated 23/10/2017; Biodiversity Management Plan prepared by Eight Associates dated 24/10/2017; Rapid Health Impact Assessment dated 31/08/17; Schedule of works Rev A prepared by Archer Humphryes Architects dated October 2017; Noise Emission Assessment prepared by Scotch Partners dated October 2017; GIA & GEA Area Schedule prepared by Archer Humphryes Architects dated 08/12/17; Operational Management Plan prepared by Indigo dated October 2017

Site location plan: AHA/KKC: EX/0002;

Existing drawings: AHA/KKC: EX/0001; GA/098; GA/099; GA/100; GA/101; GA/102; GA/103; GA/104; GA/105; GA/200; GA/201; GA/202; GA/203; GA/300; GA/301; GA/302; GA/304; EX/306;

Demolition drawings: AHA/KKC: DM/098 B; DM/099 B; DM/100 C; DM/101 B; DM/102 B; DE/103 A; DM/104 A; DM/106; DM/200; DM/201 A; DM/202 A; DM/203 A; DM/300; DM/301; DM/302; DM/303 B; DM/306

Proposed drawings: AHA/KKC: GA/001 A; GA/098 B; GA/099 B; GA/100 C; GA/101 C; GA/102 C; GA/103 A; GA/104 B; GA/105 C; PR/200 A; GA/201 B; GA/202 A; GA/203 B; PR/300; PR/301 B; PR/302; PR/303; PR/306; PR/309; PR/310; DET/500; DET/530; DET/580; PR 210; PR 211; PR 212; PR 213; GA/311; GA/100DDA

Supporting documents: Basement Impact Assessment prepared by RSK dated October 2017; Structural Methodology Statement and Basement Impact Assessment prepared by Heyne Tillett Steel dated 27/10/2017; Design and access statement prepared by Archer Humphryes Architects dated October 2017; Draft Construction Management Plan dated 17th October 2017; Daylight and Sunlight Report prepared by GVA dated October 2017;

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

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

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

Condition(s) and Reason(s):

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

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

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

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

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

Site location plan: AHA/KKC: EX/0002;

Existing drawings: AHA/KKC: EX/0001; GA/098; GA/099; GA/100; GA/101; GA/102; GA/103; GA/104; GA/105; GA/200; GA/201; GA/202; GA/203; GA/300; GA/301; GA/302; GA/304; EX/306;

Demolition drawings: AHA/KKC: DM/098 B; DM/099 B; DM/100 C; DM/101 B; DM/102 B; DE/103 A; DM/104 A; DM/106; DM/200; DM/201 A; DM/202 A; DM/203 A; DM/300; DM/301; DM/302; DM/303 B; DM/306

Proposed drawings: AHA/KKC: GA/001 A; GA/098 B; GA/099 B; GA/100 C; GA/101 C; GA/102 C; GA/103 A; GA/104 B; GA/105 C; PR/200 A; GA/201 B; GA/202 A; GA/203 B; PR/300; PR/301 B; PR/302; PR/303; PR/306; PR/309; PR/310; DET/500; DET/530; DET/580; PR 210; PR 211; PR 212; PR 213; GA/311; GA/100DDA

Supporting documents: Basement Impact Assessment prepared by RSK dated October 2017; Structural Methodology Statement and Basement Impact Assessment prepared by Heyne Tillett Steel dated 27/10/2017; Design and access statement prepared by Archer Humphryes Architects dated October 2017; Draft Construction Management Plan dated 17th October 2017; Daylight and Sunlight Report prepared by GVA dated October 2017; Delivery and servicing management plan prepared by ADL Traffic Engineering dated October 2017; Transport statement prepared by ADL Traffic Engineering dated October 2017; Travel plan prepared by ADL Traffic Engineering dated October 2017; Economic Statement prepared by Indigo Planning dated October 2017; Statement of Community Engagement Addendum; Planning and Listed Building Statement prepared by Indigo Planning dated October 2017; Heritage statement prepared by Stephen Levrant Heritage Architecture dated October 2017; Economic Viability Appraisal prepared by ULL Property dated 27th October 2017; Air quality Assessment prepared by RSK dated October 2017; Designing out Crime- Addendum -Option B (including access drawings); Appendix H - Drainage Strategy Report rev.02 prepared by Heyne Tillett Steel dated January 2018;; Overheating Analysis Koko Private Members' Club prepared by Eight Associates dated 11/08/2017; Overheating Analysis Koko Rooftop prepared by Eight

Associates dated 03/03/2017; Energy Assessment prepared by Eight Associates dated 21/12/2017; BREEAM 2014 Refurbishment & Fit Out prepared by Eight Associates dated 18.10.2017; BREEAM 2014 New Construction prepared by Eight Associates dated 18.10.2017; BREEAM Ecology report prepared by Eight Associates dated 23/10/2017; Biodiversity Management Plan prepared by Eight Associates dated 24/10/2017; Rapid Health Impact Assessment dated 31/08/17; Schedule of works Rev A prepared by Archer Humphryes Architects dated October 2017; Noise Emission Assessment prepared by Scotch Partners dated October 2017; GIA & GEA Area Schedule prepared by Archer Humphryes Architects dated 08/12/17; Operational Management Plan prepared by Indigo dated October 2017

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

- 4 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) Plans, elevation and section drawings at 1:10 (and moulding or glazing-bar profiles at 1:2) of all new windows and doors to historic openings and to the new mansard roof of the Hope & Anchor.

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and sample panels of those materials (to be provided on site).

c) Plans and elevations to show location of CCTV cameras

d) Plans, elevations and sections of landscaping screens to terraces (including maintenance plan and species)

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 London Borough of Camden Local Plan 2017.

- 5 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall meet the minimum that can achieved Amber noise criteria set in The Camden Local Plan, Table C 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 London Borough of Camden Local Plan 2017.

6 Façade Glazing - glare

Prior to the commencement of the relevant part of the development, details of suitable façade glazing, lighting periods within the sky lobby and new external areas and mitigation measures to minimise light trespass, glare and sky glow from internally transmitted or reflected artificial light shall be submitted to and approved in writing by the council. 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 policy A1 of the London Borough of Camden Local Plan 2017.

7 Mechanical Ventilation

Prior to the commencement of works on the relevant part of the development, full details of the mechanical ventilation system including air inlet locations 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 safeguard the amenities of future occupiers in accordance with the requirements of policy CC4 of the London Borough of Camden Local Plan 2017 and policy 7.14 of the London Plan.

- 8 Air quality monitoring should be implemented on site. No development shall take place until full details of the air quality monitors have been 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 implementation 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 and CC4 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the commencement of the relevant part of the development, full details of a biodiverse, substrate-based extensive living roof, of a minimum area size 45.08m², shall be submitted to and approved in writing. The design, planting and maintenance scheme should be informed by the BREEAM Ecology Report and should reflect the local conditions and species of interest. 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 m² and a minimum of 24 native plant species. E. Details of additional habitat structures,

including at least one deadwood loggery. 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 climate change adaptation in accordance with policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

10 Designing out Crime

Before the first occupation of the development, the security details as set out Designing out crime in the Designing out Crime - Addendum hereby approved shall be provided in full and retained and maintained as such thereafter.

Reason: To provide safer environments and contribute to community safety in accordance with policies C5 and D1 of the London Borough of Camden Local Plan 2017.

11 Sustainable urban drainage:

The sustainable drainage system as per the approved Drainage Strategy Report Rev.02 prepared by Heyne Tillett Steel dated January 2018 shall be designed in detail and installed as part of the development 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 to achieve a 50% reduction in run-off rate for the new build elements. The system shall include 9 m³ attenuation in the form of approximately 280 m² blue roofs and approximately 45 m² green roof, and flow control provision, as stated in the approved drawings and 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 CC2 and CC3 of the London Borough of Camden Local Plan 2017.

12 Prior to commencement of works on the relevant parts of the development, 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 G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 13 No impact piling 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 policy CC3 of the London Borough of Camden Local Plan 2017.

- 14 The cycle store for 10 cycles hereby approved shall be provided in its entirety prior to the first occupation of the development, and permanently retained thereafter.

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

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

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

- 16 No music shall be played in the rooftop bar and restaurant or private members club hereby approved in such a way as to be audible within any adjoining premises or on the adjoining highway.

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

- 17 Sky lobby soundproofing

Prior to the commencement of the relevant part of the development, details of soundproofing for the glazed rooftop restaurant and bar ('sky lobby') shall be submitted to and approved in writing by the council. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained. The details of soundproofing shall demonstrate the following noise levels would be met:

Noise at 1 metre external to a sensitive façade, Day and evening 0700-2300, LAeq' 5min shall not increase by more than 5dB*

Noise at 1 metre external to a sensitive façade Night 2300-0700, LAeq' 5min shall not increase by more than 3dB*

Noise inside any habitable room of any noise sensitive premises, with the windows open or close Night 2300-0700, LAeq' 5min (in the 63Hz Octave band measured using the 'fast' time constant) should show no increase in dB*

* As compared to the same measure, from the same position, and over a comparable period, with no entertainment taking place

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.

- 18 The 4th floor terraces facing Crowndale Road shall not be used for eating, drinking or public / private entertainment of any kind between 23:00 hours and 08:00 hours Monday to Wednesday, between 24:00 hours and 08:00 hours Thursday to Saturday and between 22:30 hours and 08:00 hours on Sundays and public holidays.

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.

- 19 The 3rd floor terrace (at the corner of Bayham Street and Bayham Place) shall not be used for eating, drinking or public / private entertainment of any kind between 22:30 hours and 08:00 hours Monday to Wednesday, between 23:00 hours and 08:00 hours Thursday to Saturday and between 22:00 hours and 08:00 hours on Sundays and public holidays.

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.

- 20 The external noise level emitted from entertainment at the private members club and public house use hereby approved shall meet the minimum that can be achieved Amber noise criteria set in The Camden Local Plan, Table D at the nearest and/or most affected noise sensitive premises.

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.

- 21 Air Quality Measurements

Prior to the commencement of development, details of air quality measurements shall be submitted to and approved by the local planning authority in writing. These shall include:

A) short-term measurements for NO₂ and PMs and/or producing estimates from annual means using approved estimation methodology including consideration of exposure and possible mitigation measures for future building occupants and visitors queuing outside the property. This shall include details of any mitigation recommended. Any mitigation required shall be implemented before the use

commences and shall be maintained thereafter.

B) Transport emissions and Transport Emission Benchmarks calculated according to the methodology document 'Air Quality Neutral Planning Support Update: GLA 80371' (Apr 2014), taking account of the all the uses within the development hereby approved, to show compliance with Air Quality Neutral.

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

22 London Underground Infrastructure

None of the development hereby permitted shall be commenced until detailed design and construction method statements for all the ground floor structures, foundations and basements and for any other structures below ground level, including piling (temporary and permanent) to include measures to prevent and minimise the potential for damage to London Underground infrastructure, have been submitted to and approved in writing by the local planning authority in consultation with London Underground Infrastructure Protection. Any development must be undertaken in accordance with the terms of the approved construction method statement.

Reason: In order to protect London Underground Infrastructure in accordance with Policy T3 of the London Borough of Camden Local Plan 2017.

23 Air Source Heat Pumps

Prior to commencement of works on the relevant parts of the development, detailed plans showing the location and extent of air source heat pumps and associated equipment 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 heat pumps 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 London Borough of Camden Local plan 2017.

24 Landscape including biodiversity enhancements:

Prior to the commencement of the relevant part of the development, full details of hard and soft landscaping shall be submitted to and approved in writing by the local planning authority. Such details shall include native planting for biodiversity to enhance local opportunities for wildlife, in line with recommendations in the BREEAM Ecology Report. Further guidance on landscape enhancements for biodiversity is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, and to enhance biodiversity in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 25 The Hope and Anchor PH shall not be open to members of the public between 24:00 hours and 07:00 hours Mondays to Sundays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4, TC1, TC2 and TC4 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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 £33,650 (673sqm x £50) for Mayoral CIL and £20,190 (673sqm x £30) for Camden's 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.

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, 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 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).

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 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 You are advised that any signage or lighting is likely to require the submission of a further application. Advertisement consent may be required for the display of signs, planning permission for the erection of lights and listed building consent would be required for any signs or lights attached to the listed building.
- 7 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality
- 8 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.
- 9 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 <https://wholesale.thameswater.co.uk/Wholesale-services/Business-customers/Trade-effluent> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200.
- 10 The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.
- 11 Surface Water Drainage - Where the developer proposes to discharge to a public

sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921.

12 Biodiversity Data Informative:

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.

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

DRAFT

DECISION

THE THIRD SCHEDULE

PLAN OF THE PROPERTY

1. The proposed development is a residential development of 100 units, including 50 affordable units, to be constructed on the site of the former Camden Palace. The development is to be constructed in accordance with the requirements of the Camden Local Plan 2016-2031, and the Camden Council's Affordable Housing Strategy 2016-2021. The development is to be constructed in accordance with the requirements of the Camden Local Plan 2016-2031, and the Camden Council's Affordable Housing Strategy 2016-2021. The development is to be constructed in accordance with the requirements of the Camden Local Plan 2016-2031, and the Camden Council's Affordable Housing Strategy 2016-2021.


Sarah Jane Mercury

For Information
 Archer Beattorneys Architects
 100, The Quadrant, London, W1R 0AS
 Tel: 020 7460 1000
 Email: info@archerbaattorneys.com
 Website: www.archerbaattorneys.com
 Project No: 100, The Quadrant, London, W1R 0AS
 Date: 10/01/2023



0.15 
CONSTANTINOS MEIVATZIS

THE FOURTH SCHEDULE

The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

THE FIFTH 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 SIXTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan: -

1. **Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. **Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including 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 SEVENTH SCHEDULE

School Liaison Plan

To include the following details:

1. That the recording studio (being part of the Development) shall be available to local schools and the local community to visit and use for not less than five (5) hours in one (1) day per calendar month.
2. In addition to point 1 above, that the recording studio will be available to local schools and the local community to visit subject to advance booking being made through an online portal.
3. The publicity and information programmes (as part of ongoing community engagement) to be carried out by the Owner to ensure that local schools and the local community are made aware of the availability of the recording studio.
4. Programmes and methods (as part of ongoing community engagement) to ensure that the Owner will proactively engage with local schools and the local community with the aim of encouraging local schools to visit and use the recording studio.