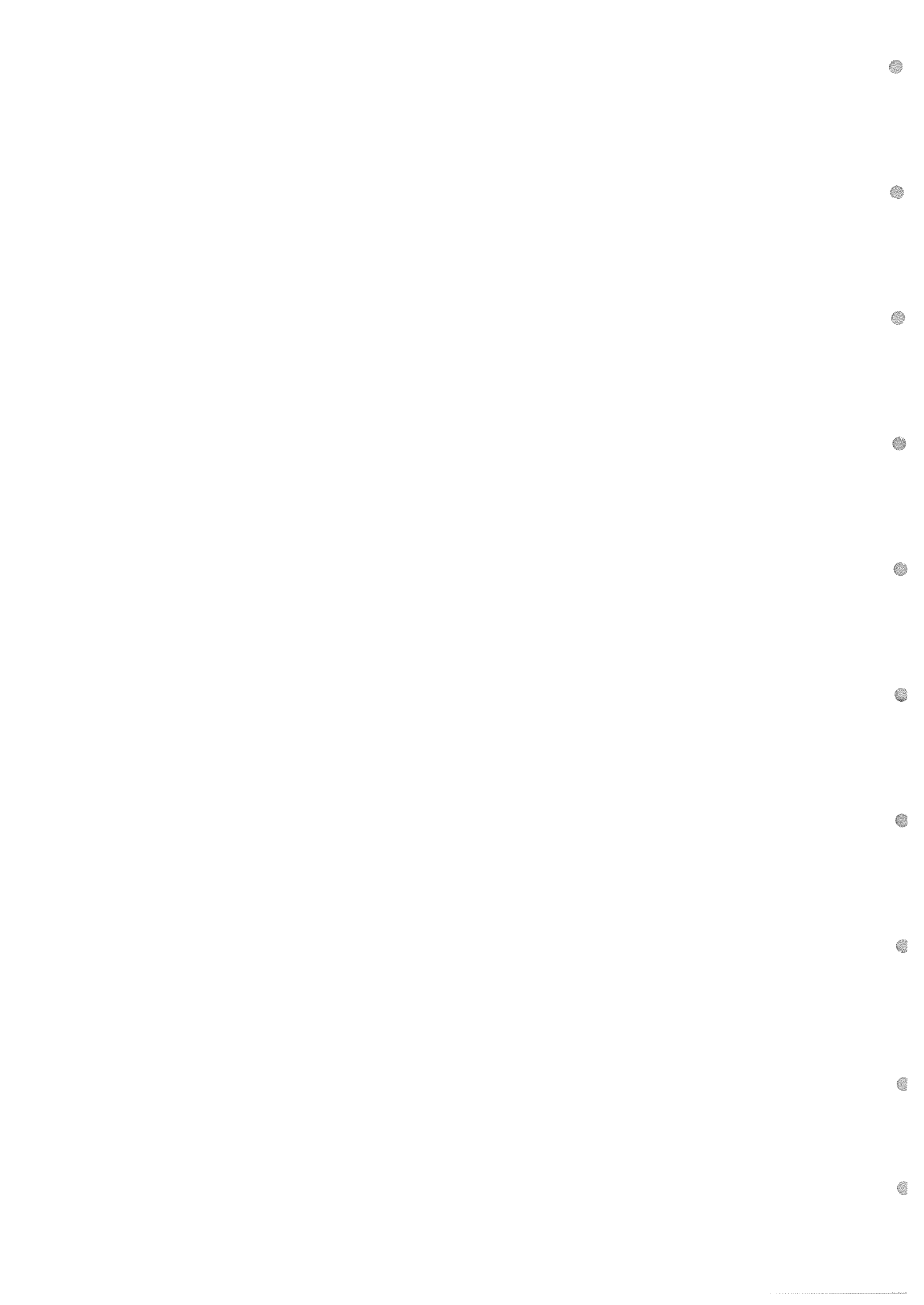


THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Mr. Will Rimell
Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY

Application Ref: **2016/5202/P**
Please ask for: **David Fowler**
Telephone: **020 7974 2123**

1 September 2017

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
125 Shaftesbury Avenue
London
WC2H 8AD

DECISION

Proposal:
Remodelling, refurbishment and extension of existing office building (Class B1) at upper floor levels, roof level and within lightwells to provide 9,682sqm additional floorspace, including terraces, a new public route, a relocated office entrance (Charing Cross Road), rooftop plant and flexible retail uses (Classes A1/A3), along with associated highway, landscaping and public realm improvements.

Drawing Nos:

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 Three years from the date of this permission

This development must be begun not later than three years from the date of this permission.

Executive Director Supporting Communities



Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

2 Approved drawings

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

Existing plans

• 231_P10.000, 231_P10.001, 231_P10.100, 231_P10.101, 231_P10.102, 231_P10.103, 231_P10.104, 231_P10.105, 231_P10.106, 231_P10.107, 231_P10.108, 231_P10.109, 231_P10.110, 231_P10.111, 231_P10.112, 231_P10.113, 231_P10.200, 231_P10.201, 231_P10.202, 231_P10.203, 231_P10.204, 231_P10.205, 231_P10.206, 231_P10.207, 231_P10.300, 231_P10.301, 231_P10.302, 231_P10.303, 231_P10.304, 231_P10.305.

Proposed plans

• 231_P20.001, 231_P20.100 1, 231_P20.101 B, 231_P20.102 A, 231_P20.103 A, 231_P20.104 A, 231_P20.105 A, 231_P20.106 A, 231_P20.107 A, 231_P20.108 A, 231_P20.109, 231_P20.110 A, 231_P20.111 A, 231_P20.112 A, 231_P20.113 B, 231_P20.115 A, 231_P20.116 A, 231_P30.000 A, 231_P30.001 A, 231_P30.002 A, 231_P30.003, 231_P30.004 A, 231_P30.005 A, 231_P30.006 A, 231_P30.007, P30.011, P30.012, 231_P30.013, 231_P40.001, 231_P40.002 A, 231_P40.003 A, 231_P40.004 A, 231-01-DetailFacade, WIE SA 05 0004 A01, 231_SK1694.

Documents

• Air Quality Assessment (Waterman) September 2016, Demolition and Construction Works Management & Logistics Plan (Outline) (A. I. A.) August 2016, Daylight and Sunlight Report (GIA) September 2016, Daylight and Sunlight Addendum - Trentishoe Mansions and 1A Phoenix Street (GIA) 28/11/2016, Letter from GIA (17/03/2017), Drainage Strategy (Waterman) September 2016, Economic Benefits Statement (Volterra) September 2016, Energy Strategy (RES) September 2016, Financial Viability Statement (Gerald Eve) September 2016, Flood Risk Assessment (AKT II Ltd) September 2016, Historic Environment Desk-Based Assessment (Waterman) September 2016, Housing Study (DSDHA) September 2016, Planning Noise Assessment (Waterman) September 2016, Planning Statement (Gerald Eve) September 2016, Preliminary Ecological Appraisal (Waterman) September 2016, Preliminary Environmental Risk Assessment (Waterman) September 2016, Site Waste Management Plan (Waterman) September 2016, Statement of Community Involvement (London Communications Agency) September 2016, Sustainability Statement (RES) September 2016, Transport Assessment (Waterman) September 2016, Townscape and Visual Impact Assessment (Peter Stewart Consultancy/Miller Hare Ltd) September 2016, Design and

Access Statement (DSDHA) September 2016, Design and Access Statement – Addendum (DSDHA) November 2016, Arboricultural Development Report (tree: fabrik) September 2016, Site Waste Management Plan (Waterman) September 2016, Framework Travel Plan WIC10216TP-001 (Waterman) January 2017.

- 3 Reason: For the avoidance of doubt and in the interest of proper planning.
Detailed drawings/samples

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

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

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

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

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

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

- 4 External fixtures

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

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

- 5 Refuse and recycling

Prior to first occupation of the offices, the refuse and recycling storage areas shall be completed and made available for occupants and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

6 Details of gates

Prior to installation, details of the proposed gates to the through route, including a sample shall be submitted to and approved in writing by the Local Planning Authority. The gates shall only be erected in accordance with the approved details.

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

7 Roof terraces

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

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

8 Hours of use - Class A3 restaurants

The Class A3 restaurants hereby approved shall not open outside of the hours of 08:00 to 23:00 Monday to Saturday and 09:00 to 21:30 hours on Sunday.

Reason: To ensure that the amenity of occupiers of residential properties in the area is not adversely affected by noise and disturbance.

9 Landscape

No development shall take place until full details of hard and soft landscaping have been submitted to and approved in writing by the local planning authority. Such details shall include planting for biodiversity and access to nature. 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 helps to provide and experience of nature in an area of deficiency in access to nature; in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

10 Living roof

Prior to commencement of development full details of a biodiverse, substrate-based extensive living roof shall be submitted to and approved in writing by the local planning authority. The design and planting scheme should seek to maximise potential to enhance the strategic wildlife corridor associated with the railway and should reflect the local conditions and species of interest, in particular insect pollinators. 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. 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 CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

11 SUDS - details

Prior to commencement of the development, full details of the sustainable drainage system 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 30% 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 a 50% reduction in run off rate (with maximum site run-off rate of 50.4 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 CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

12 SUDS - Evidence of installation

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

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

13 Solar PV

Prior to relevant stage of construction, 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 CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

14 Bird and bat boxes

Details of bird and bat nesting features (boxes or bricks) shall be submitted to and approved in writing by the Local Planning Authority prior to works commencing on site. Features should be integrated into the fabric of the building, unless otherwise agreed by the Local Planning Authority. Details shall include the exact location, height, aspect, specification and indication of species to be accommodated, in line with the recommendations in the Preliminary Ecological Appraisal. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained. 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 CS15 of the London Borough of Camden Local Development Framework Core Strategy.

15 Water efficiency

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water).

16 Non-road mobile machinery

All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

17 Tree protection

Prior to the commencement of any works, details demonstrating how trees to be retained both on and off site shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and should include details of appropriate working processes in the vicinity of trees, a tree protection plan and details of an auditable system of site monitoring. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details."

Reason: In order to ensure the development undertakes reasonable measures to take account of trees and biodiversity in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

18 Noise levels

The noise level in rooms at the development hereby approved shall meet the noise standard specified in table 2 of BS8233:2014 for internal office space.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise and vibration.

19 Plant and equipment

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

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment.

20 Anti-vibration

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

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration.

21 Cycle parking

Prior to first occupation, the following bicycle parking shall be provided:

- secure and covered parking for 292 long stay cycle parking spaces
- 25 short stay spaces via condition if planning permission is granted.

All such facilities shall thereafter be retained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies, the London Plan and CPG7 (Transport).

Informative(s):

1 Indicative highways works

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

2 CMP Implementation Support Contribution

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

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

3 CMP Pro-Forma

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

o <http://www.clocs.org.uk/standard-for-clocs/>

4 Thames Water - surface water drainage and sewage

With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800

009 3921. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.

Thames Water would advise that with regard to sewerage infrastructure capacity, we would not have any objection to the above planning application.

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.

You can find advice about your rights of appeal at:

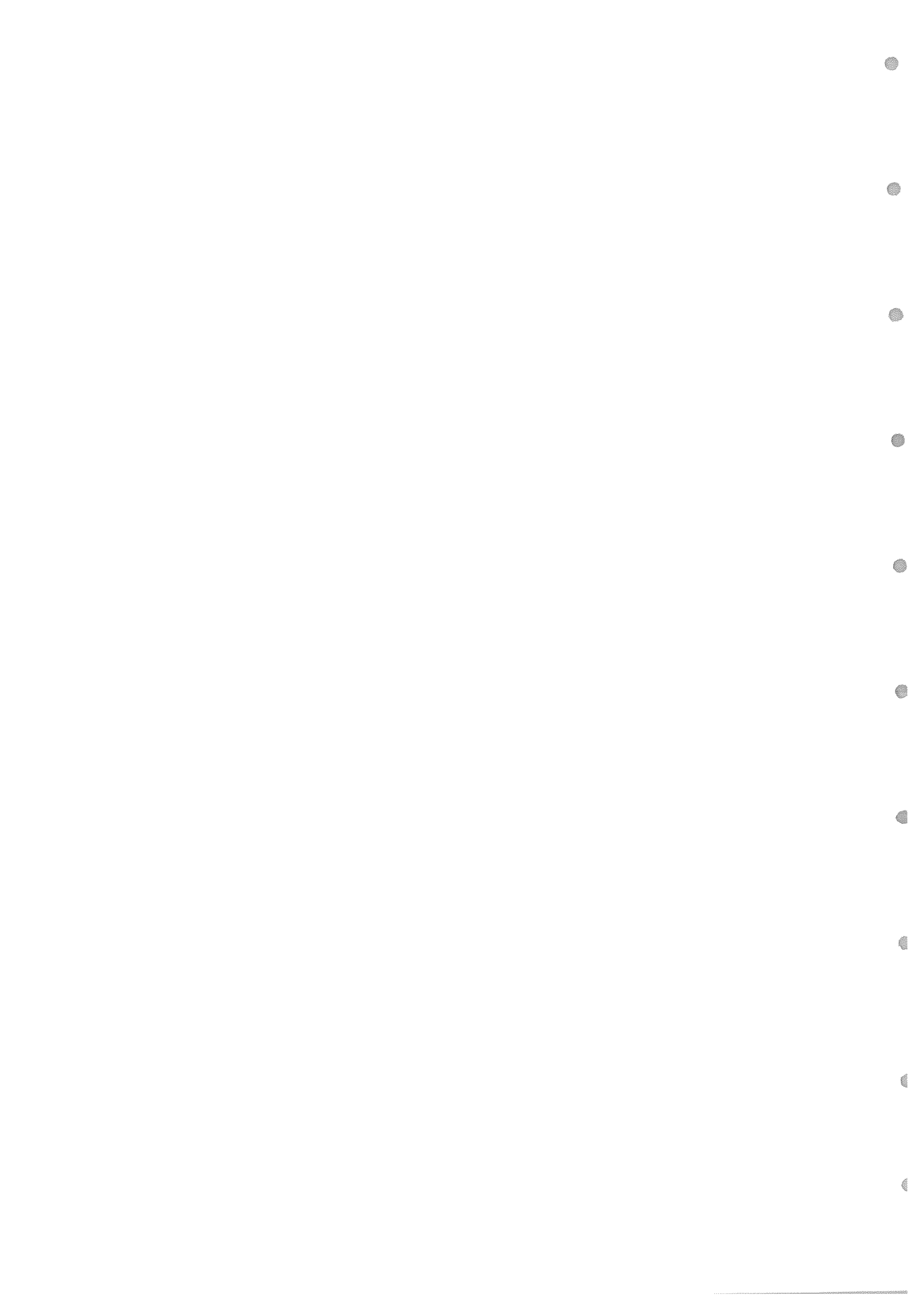
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Regeneration and Planning

THE THIRD SCHEDULE

PLAN OF THE PROPERTY

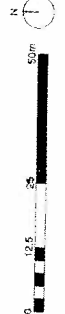
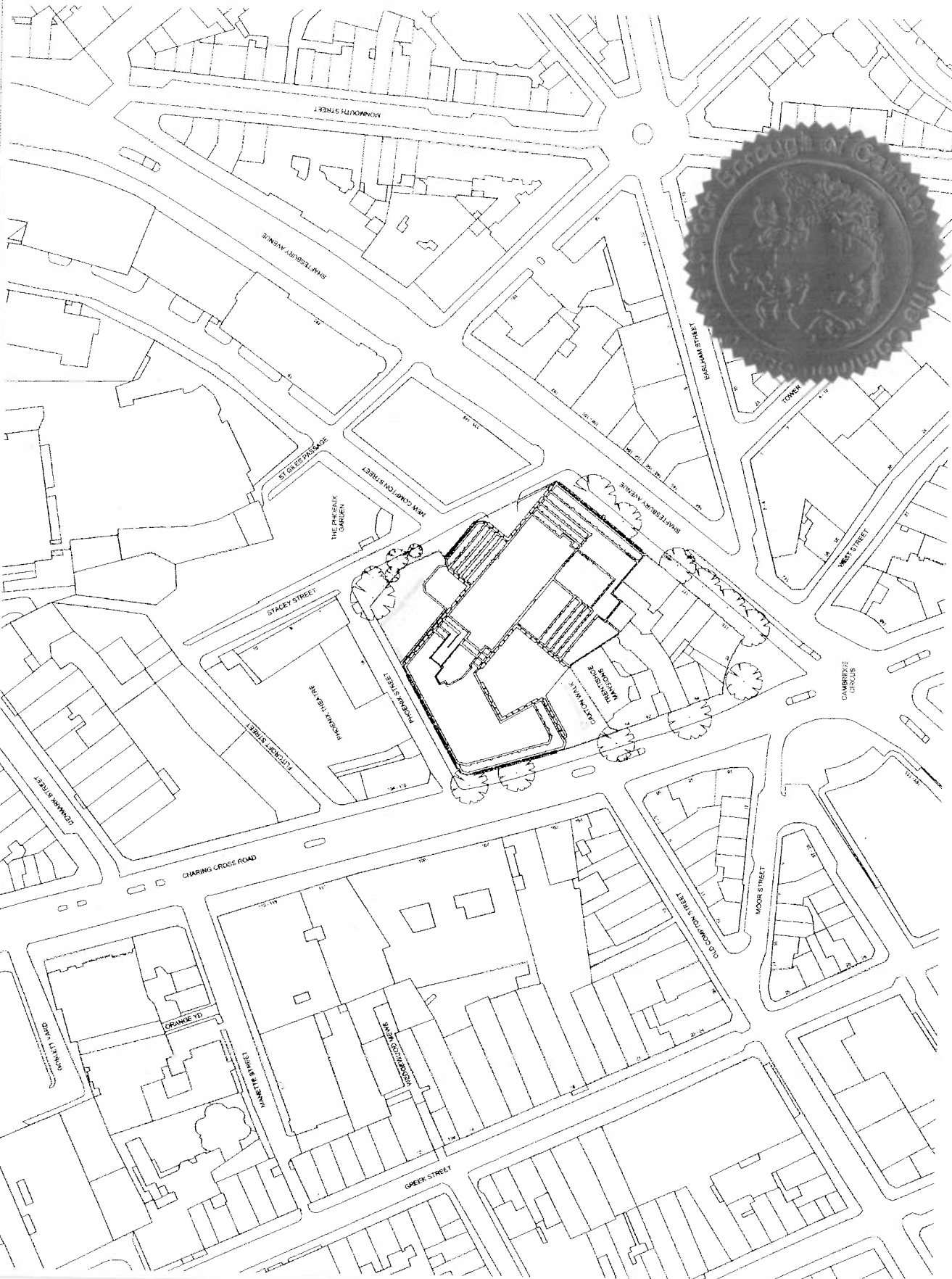


Stephen Neville
STEPHEN NEVILLE

P. H. Lanquet
PH LANQUET

PLANNING

DSDHA 287, Abchurch Lane, London, EC4N 3DF T: 020 7700 7800 F: 020 7700 7801 W: www.dsdha.co.uk		PROJECT 105 Sharnbury Avenue London, WC2E 9EN		DRAWING TITLE Existing Site Plan	
DATE	SHEET	SCALE	DATE	NO.	REVISION
10/06/07	1	1:500	13/05/07	1	ISSUED FOR PERMITTING
DRAWING NUMBER 231_P10.001			DRAWING DATE 13/05/07		



PH

1 Existing Site Plan
13/05/07



THE FOURTH 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 Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall 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 FIFTH 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.

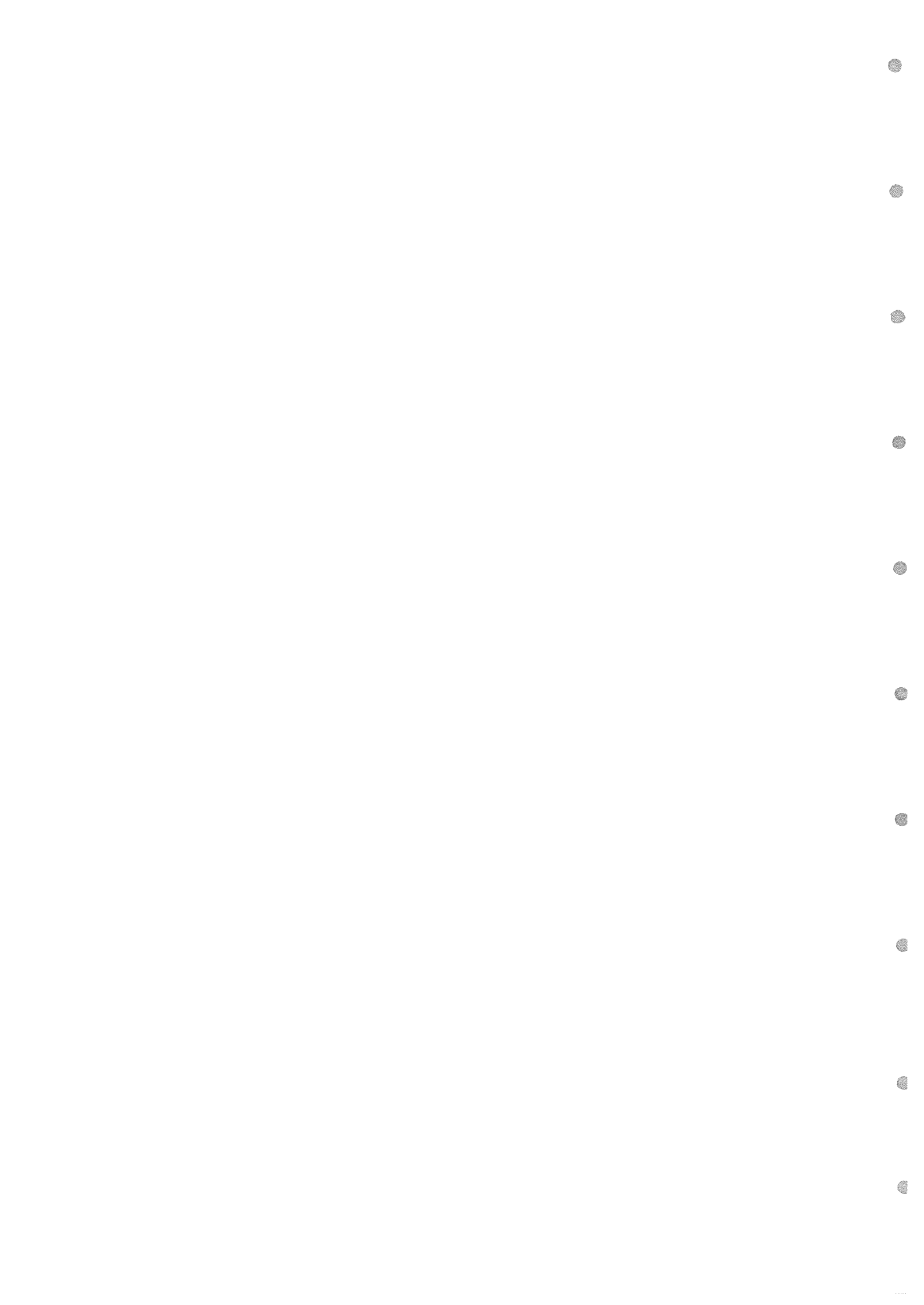
4. **Implementation**

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 SIXTH SCHEDULE
WALKWAY AGREEMENT



Draft Walkway Agreement

THIS AGREEMENT is made the _____ day of _____ 201[]

BETWEEN:

(1) **ALMACANTAR SHAFTESBURY S.A.R.L.** (incorporated in Luxembourg under number B178446 of at 8-10 Avenue de la Gare L-1610 Luxembourg and whose address for service in the United Kingdom is Almacantar Limited 3 Quebec Mews London W1H 7NX (hereinafter called "the Owner")

and

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

WHEREAS:

- (A) The Owner has an interest in the land known as 125 Shaftsbury Avenue ("the Site") which is within the London Borough of Camden and which has been developed under planning permission granted pursuant to an application Registered Number 2016/5202/P (hereinafter described as "the Development")
- (B) This Agreement is supplemental to an Agreement ("the Section 106 Agreement") made [•] between (amongst others) the Owner and the Council pursuant to Section 106 of the Town and Country Planning Act 1990 whereby the Owner agreed to provide the walkway areas in the Development shown shaded red annexed hereto (hereinafter described as "the Walkway").
- (C) The Section 106 Agreement provided for this Agreement to be entered into to regulate the maintenance and security of the Walkway.
- (D) The Council is a highway authority for the area of the London Borough of Camden for the purpose of Section 35 of the Highways Act 1980 (hereinafter referred to as "the Act") and is a principal council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (hereinafter referred to as "the 1982 Act") and the highway authority for the purposes of the Walkways Regulations 1973 ("the 1973 Regulations").
- (E) The parties hereto consider that the Walkway should be dedicated as a walkway pursuant to Section 35 of the Act and that provision should be made for regulating the use maintenance cleansing and lighting of the Walkway and related matters and have entered into this Agreement for such purpose.

1. **NOW THIS DEED WITNESSETH** as follows:

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. **STATUTORY PROVISIONS**

- 2.1 This deed is made pursuant to Section 35 of the Act, Section 33 of the 1982 Act, the 1973 Regulations and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are entered into by the Owner with the intention that they bind, by virtue of section 35(4) of the Act, the interests held by those persons in the Site and their respective successors and assigns.

3. **LEGAL EFFECT**

The Owner dedicates the Walkway as a walkway over and along which the public shall have the right to pass and repass on foot only subject to:

- (i) the 1973 Regulations;
- (ii) Section 35 of the Act;
- (iii) Section 33 of the 1982 Act; and
- (iv) the provisions of this Agreement.

4. **COVENANTS BY THE OWNER**

Subject to Clause 12 hereof, the Owner covenants (at the Owner's own expense) with the Council to:

- (i) ensure that the Walkway is kept open 24 hours per day each day of the year save as herein specified (or such alternative minimum hours of opening as may either be suggested by the Council and agreed by the Owner or submitted by the Owner to the Council and approved in writing by the Council) for the use of the public on foot unless otherwise agreed by the Council;
- (ii) maintain, repair and drain the Walkway for use by the public in accordance with the current adopted standards by the Council;
- (iii) maintain to the reasonable satisfaction of the Council any structure which gives support to the Walkway so as to protect and preserve such support for the Walkway Insofar as it lies within the control of the Owner to do so;
- (iv) keep in good order and in a safe condition to the reasonable satisfaction of the Council the structures and finishes including the lighting of the Walkway and all buildings or structures above below and adjoining them which form part of the Development;
- (v) maintain and pay for the supply of electricity and water for the purposes of lighting and cleansing the Walkways;
- (vi) keep the Walkway illuminated to the reasonable satisfaction of the Council so far as is necessary during the hours when they are open to the public;
- (vii) cleanse the Walkway and use all reasonable endeavours to keep them in a good and tidy condition to the reasonable satisfaction of the Council;
- (viii) subject to the provisions of Clause 4 keep the Walkway clear and unobstructed; and
- (ix) keep the Council fully Indemnified against all action costs claims demands and liability whatsoever in respect of damage to persons or property due to any breach of the covenants contained In Clauses 3(a) to 3(h) above provided that such indemnity shall not extend to any actions, costs, claims, demands or liability caused by the negligence of the Council.

5. **IT IS AGREED BETWEEN THE PARTIES**

It is hereby agreed between the parties that subject to complying with the covenants in Clause 4 (Covenants by the Owner) hereof the Owner or any person firm or other body authorised by it shall be entitled to:

- (i) temporarily close the Walkway or any part of thereof for the purpose of maintenance, repair, decoration or alterations of the Development or any part or parts thereof to any building or land abutting the Walkway for such period or periods as may be reasonably required to carry out and complete such maintenance, repairs, decorations or alterations;
- (ii) place structures and furniture including hard and soft landscaping gates and seats in the Walkway or to alter the position of such structures and furniture as are provided within the Development PROVIDED ALWAYS THAT the width of the Walkway would not be less than 2.2 metres;
- (iii) work from the Walkway as necessary in connection with the maintenance, repair, decoration or alteration of the Development or any part or parts thereof.

- (iv) erect scaffolding on the Walkway for any purpose connected with the works specified in Clause 4(c);
- (v) exhibit upon or abutting the Walkway such lighting, notices, signs and advertising material as the Owner may wish;
- (vi) eject from or refuse access to the Walkway to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;
- (vii) erect on the site or any part or parts thereof including without limitation on any of the buildings on the Site or any part or parts thereof which overhang Walkway provided that such structures shall not be permitted to overhang the Walkway without the written agreement of the Council.

PROVIDED THAT the exercise of the rights granted in this Clause 4 shall be, prior to the exercise of such rights, subject to the following:

- (a) obtaining any necessary statutory consents; and
 - (b) having submitted details to the Council and received the Council's approval such approval not to be unreasonably withheld or delayed to such detail; and
 - (c) if the result of any temporary closure would be to reduce the width of any part of the Walkway to less than 1.8 metres then if an alternative route is in the opinion of the Council reasonably necessary and available having submitted details of such an alternative route to the Council and received the Council's approval such approval not to be unreasonably withheld or delayed to such details.
6. The Owner's obligations in respect of any or parts of the Walkway in this Agreement shall automatically and without further act determine in respect of the Walkway in the event the Walkway is developed in accordance with a planning permission or permissions granted after the date of this Agreement.
 7. In the case of an emergency security risk or alert in the vicinity of the Site the Owner may in their sole discretion close the Walkway for a period of up to three days halting given notice to the Council within twenty-four hours of such closure after which the Walkway may only be kept closed pursuant to this clause with the agreement of the Council.
 8. Nothing herein contained shall be construed as affecting or interfering with the ownership of the soil of the land on the Site (except so much of the sub-soil of the land as is required to support the Walkway) which shall still form part of the Site held under the Owner's titles subject to the statutory powers of the Council.
 9. The Owner shall upon parting with the entirety of their respective interests in the Site as a whole be released from all liability whatsoever under the terms of this Agreement save insofar as it relates to a relevant prior breach of this Agreement;
 10. Subject to Clauses 11 and 12 hereof for the purpose of securing compliance with any of the covenants of the Owner herein contained the Council may by its servants or agents enter upon the Walkway or any adjoining or adjacent building or structure on the Site in which the Owner has an interest to undertake itself any necessary

works in accordance with the provisions of this Agreement by its own employees or contractors and recover its reasonable and proper costs within 14 days of the said costs being requested by the Council;

11. **NOTICE**

- (i) Before starting any works under Clause 10 hereof the Council shall first give the Owner ten working days written notice or in the event of there being a significant danger to users of the Walkway such lesser period at the absolute discretion of the Council;
- (ii) Any notice served under Clause 11(i) hereof shall specify the period of the notice ("the notice period") the extent of the work which the Council proposes to carry out in accordance with the terms of this Agreement ("the Works");
- (iii) If before the expiry of the notice period the Owner serves written notice upon the Council that the Owner intend diligently to execute or procure the execution of the Works specified in a notice served under Clause 9(c) the Council shall not be entitled to execute the relevant part or parts of the works specified in the notice served under Clause 11(i) unless the Owner then fails to execute those works and the Owner shall pay to the Council within 14 days of any request to do so the costs incurred by the Council in carrying out any emergency remedial works and any costs incurred in the serving of the notice;

OTHER MATTERS

- 12. The areas within the Walkway shown coloured [•] (as they may be modified in agreement with the Council) shall be able to have sited on them hard landscaping and seating and so the provisions In Clauses 3 and 4 of this Agreement shall not apply to those areas.
- 13. Where under the terms of this Agreement the approval of or certificate of the Council regarding any matter is required such approval or certificate shall be in writing under the hand of the Director of Regeneration and Planning or other proper officer for the time being of the Council.
- 14. Any document to be given or served by one part to the other under the terms of this Agreement shall be deemed to have been properly served or given if sent by ordinary pre-paid post.
- 15. The Owner shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- 16. Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.
- 17. **LOCAL LAND CHARGE**
This deed is a local land charge and shall be registered as such by the Council.

18. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

19. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties agree that the courts of England and Wales 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
ALMACANTAR SHAFTESBURY S.A.R.L.)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))
Director Signature:)

Director/Secretary Name (CAPITALS))
Director/Secretary Signature:)

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

.....
Authorised Signatory

Annex 1

The Walkway



STEPHEN REVILLE

P.H. LANQUETOR

S. Plan

General Note:
 The ground floor plan of the above building is shown for information only. It is not intended to be used as a basis for construction. The design is subject to change without notice. The architect is not responsible for any errors or omissions in the drawings. The client is responsible for the accuracy of the information provided. The architect is not responsible for any errors or omissions in the drawings. The client is responsible for the accuracy of the information provided.

- Key:**
- 01 Office
 - 02 Office
 - 03 Office
 - 04 Office
 - 05 Office
 - 06 Office
 - 07 Office
 - 08 Office
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 - 10 Office
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 - 27 Office

PLANNING

PSDHA

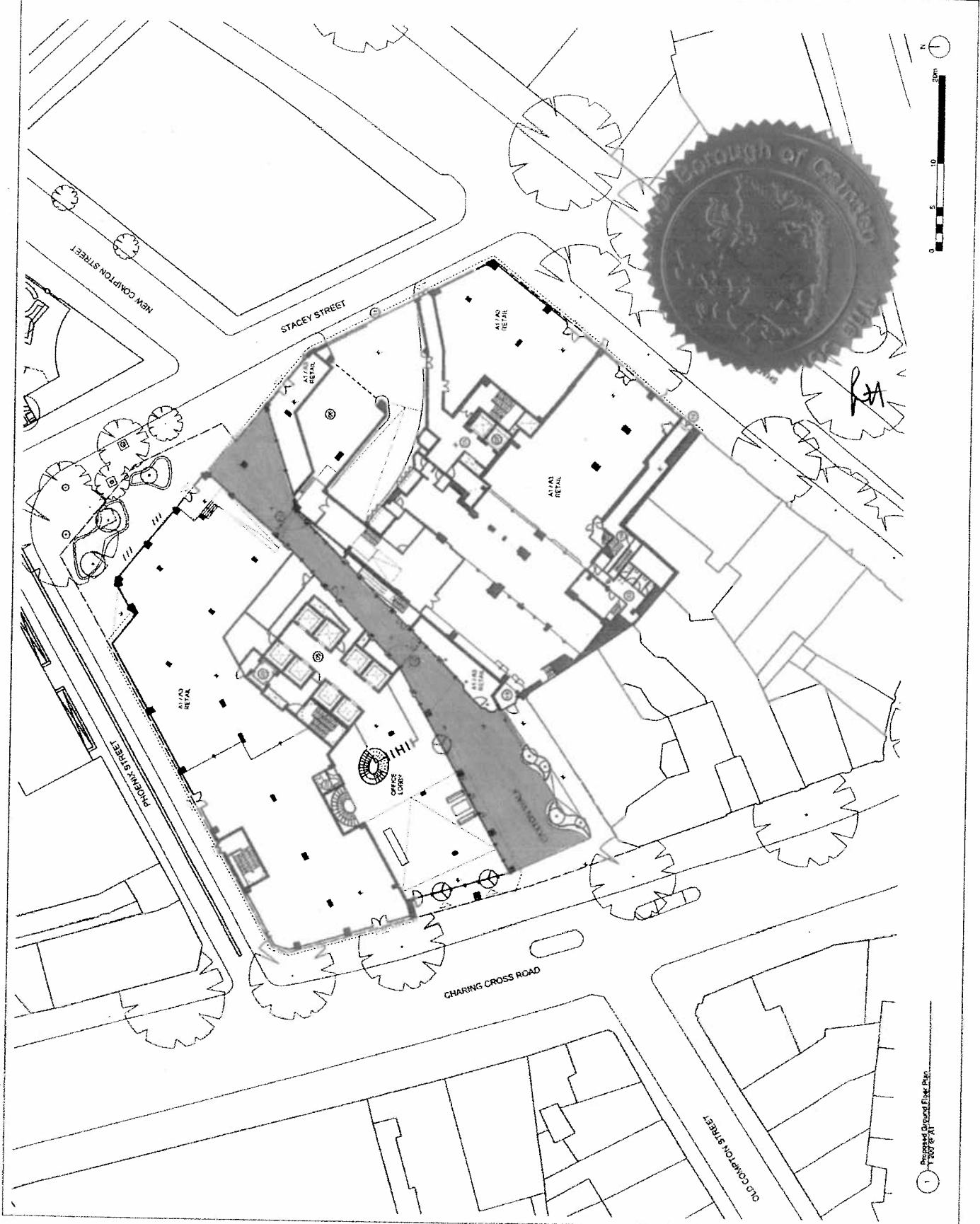
1. 020 7700 2655
 2. 020 7700 3440
 3. 020 7700 3440
 4. www.psdha.co.uk

PROJECT:
 25 Sturminster Avenue
 Winton, VIC301

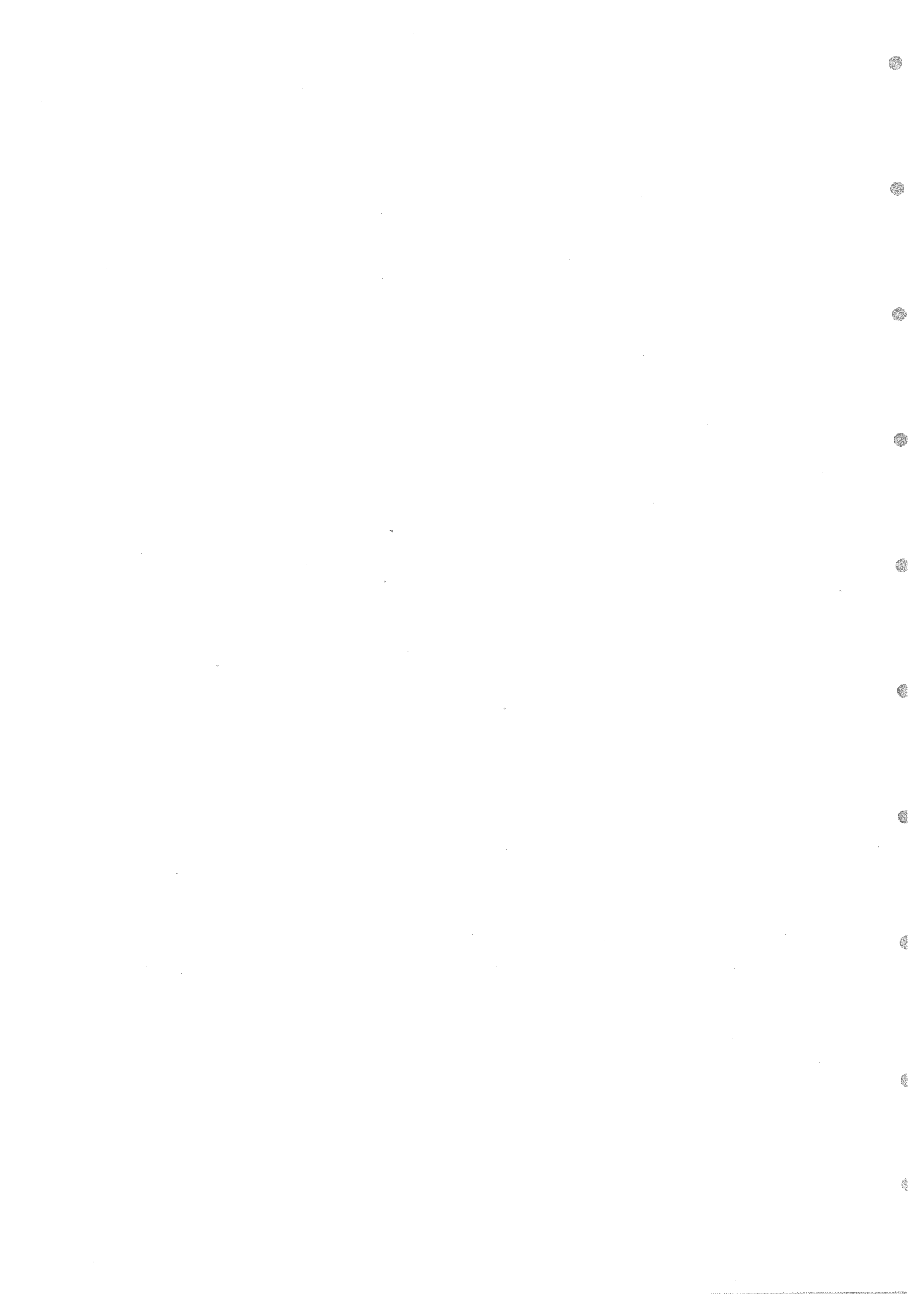
DRAWING TITLE:
 Proposed Ground Floor Plan

NO.	DATE	DESCRIPTION
1	15/08/10	ISSUED FOR PERMIT
2	15/08/10	ISSUED FOR PERMIT

231_P20_101



1 Proposed Ground Floor Plan





DATED

22 MAY

2018

(1) ALMACANTAR SHAFTESBURY S.A.R.L.

and

(2) BNP PARIBAS LONDON BRANCH

and

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

A G R E E M E N T
relating to land known as

125 Shaftesbury Avenue
London
WC2H 8AD

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.137 (third final)