

DATED

16 AUGUST

2018

(1) TORQUIL PATRICK ALEXANDER NORMAN and
CASPAR JOE NORMAN and AMY SHARROCKS and CASEY WILLIAM NORMAN

and

(2) THE ROUNDHOUSE TRUST

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

The Roundhouse Theatre
Chalk Farm Road
London
NW1 8EH

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended) and
Section 16 of the Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972 and
Section 1(1) of the Localism Act 2011

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CLS/PK/1800.306 (third final)

THIS AGREEMENT is made the 16th day of August 2018

BETWEEN:

1. **TORQUIL PATRICK ALEXANDER NORMAN** and **CASPAR JOE NORMAN** and **AMY SHARROCKS** and **CASEY WILLIAM NORMAN** as trustees of the **NORMAN TRUST** (registered under charity number 327288) whose registered office is at 50 Gilbey House, 39 Jamestown Road, London, NW1 7BY (together hereinafter called "the Freeholder") of the first part
 2. **THE ROUNDHOUSE TRUST** (registered under company number 03572184) whose registered office is at 100A Chalk farm Road, London, NW1 8EH (hereinafter called "the Leaseholder") of the second part
 3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part
1. **WHEREAS**
- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL817072 and is interested in the Property for the purposes of Section 106 of the Act.
 - 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of parts of the Property under title numbers NGL825396 and NGL953003 and is interested in the Property for the purposes of Section 106 of the Act.
 - 1.3 The Freeholder and the Leaseholder shall hereinafter together be called "the Owner".
 - 1.4 The Planning Application for the Development of the Property was submitted to the Council and validated on 12th January 2017 and the Council resolved to grant permission conditionally under reference number 2016/5760/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 agreement to be in the public benefit.

2. **DEFINITIONS**

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

- | | | |
|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 |
| 2.2 | "this Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Authorised User" | shall mean "the Leaseholder" as herein specified |
| 2.4 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed |
| 2.5 | "Chalk Farm Road Scheme" | the Council's traffic and public realm scheme aimed at implementing, amongst others, measures to address road traffic casualties, congestion, poor air quality, insufficient space for cyclists and pedestrians, and lack of public space in the vicinity of the Development |

2.6 "Chalk Farm Road Scheme Contribution"

the sum of £10,000 (ten thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the Chalk Farm Road Scheme

2.7 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking any demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the conservation area features;

- (iv) proposals to ensure there are no adverse effects on the neighbouring listed building(s);
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.8 “the Construction Management Plan Implementation Support Contribution”

the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

- 2.9 "the Construction Phase" the whole period from the date of Phase One Implementation Date until the date of issue of the Certificate of Practical Completion for Phase Two
- 2.10 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.11 "the Development" means development at the Property consisting of together **Phase One** and **Phase Two** as shown on drawing numbers 1056_07_001 Rev P3, 1056_07_002 Rev P3, 1056_07_003 Rev P4, 1056_07_004 Rev P4, 1056_07_010 Rev P4, 1056_07_011 Rev P4, 1056_07_012 Rev P4, 1056_07_013 Rev P3, 1056_07_014 Rev P3, 1056_07_015 Rev P3, 1056_07_016 Rev P3, 1056_07_018 Rev P3, 1056_07_019 Rev P4, 1056_07_020 Rev P4, 1056_07_021 Rev P4, 1056_07_022 Rev P3, 1056_07_030 Rev P3, 1056_07_031 Rev P3, 1056_07_032 Rev P3, 1056_07_033 Rev P3, 1056_07_050 Rev P3 and 1056_07_060 Rev P4 as approved by the Planning Permission
- 2.12 "Eligible Body" a company or body or organisation whose ordinary business is related to the creative arts, theatre, media, dance, music, performance arts
- 2.13 "the Highways Contribution" the sum of £5,317.91 (five thousand three hundred and seventeen pounds and ninety-one pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement

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

- (i) replacement works adjacent to the Development; and
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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

2.14 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.15 "Occupation Date"

the first date when any part of Phase One or Phase Two is occupied as herein specified and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.16 "the Parties"

the Council, the Freeholder and the Leaseholder

2.17 "Phase One"

means phase one of the Development being the addition of a sixth storey to the existing "container" office building for office accommodation (Class B1) together with installation of rail side storage containers and associated works within the service yard area as approved by the Planning Permission

- 2.18 "Phase One Implementation Date" the date of implementation of the Phase One of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Phase One Implementation" and "Implement Phase One" shall be construed accordingly
- 2.19 "Phase Two" means phase two of the Development being the erection of a new building ranging from two to four storeys in height to accommodate new studios (Class D1) and offices (Class B1) within the service yard as approved by the Planning Permission
- 2.20 "Phase Two Implementation Date" the date of implementation of the Phase Two of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Phase Two Implementation" and "Implement Phase Two" shall be construed accordingly
- 2.21 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 12th January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2016/5760/P subject to conclusion of this Agreement
- 2.22 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.23 "the Planning
Permission"

a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto

2.24 "the Property"

the land known as The Roundhouse Theatre, Chalk Farm Road, London, NW1 8EH the same as shown edged red on the plan at the Third Schedule annexed hereto

2.25 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.26 "the Service
Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (i) a requirement for delivery vehicles to unload from a specific suitably located area;
- (ii) details of the person(s) responsible for directing and receiving deliveries to the Development;
- (iii) measures to avoid a number of delivery vehicles arriving at the same time;

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

2.27 "Sixth Floor"

the floorspace within the sixth storey of Phase One having an area of 468 square metres

2.28 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (i) achieve the targets set out in the submission document entitled "Sustainable Design and Construction Statement (for new Campus building)" by Ingleton Wood dated September 2016, "Statement of Sustainability (for modification to Container Building)" by Keeping Blue dated September 2016 and "Energy Statement (for modification for Container Building)" by Keeping Blue dated September 2016;
- (ii) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving at least a "Excellent" rating and attaining at least 60% of the credits in the "Energy" category and 60% "Water" category and 40% of the credits in the "Materials" category;
- (iii) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the

Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its planning policies;

- (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (v) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.29 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following: -

- (i) the elements set out in the Fourth Schedule hereto;

- (ii) provision for an initial substantial review of the plan within six months of the Occupation Date of Phase Two ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date of Phase Two;
- (iv) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date of Phase Two using the initial survey referred to in sub-clause (ii) hereof for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (v) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.30 "the Travel Plan
Monitoring Contribution"

the sum of £6,244 (six thousand two hundred and forty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six-year period from the date of first Occupation of Phase Two

- 2.31 “the Travel Plan Co-ordinator” an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9, 10 and 11 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Phase One Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Phase One Implementation Date to:
- (i) pay to the Council the 50% of the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) submit to the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement Phase One nor allow Phase One Implementation until such time as the Council has:
- (i) received 50% of the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.1.5 On or prior to the Phase Two Implementation Date to pay to the Council the remainder 50% of the Construction Management Plan Implementation Support Contribution.

4.1.6 Not to Implement Phase Two nor allow Phase Two Implementation until such time as the Council has received the remainder 50% of the Construction Management Plan Implementation Support Contribution.

4.2 **CHALK FARM ROAD SCHEME**

4.2.1 On or prior to the date of issue of the Certificate of Practical Completion for Phase Two to pay to the Council the Chalk Farm Road Scheme Contribution.

4.2.2 Not to Occupy or to permit Occupation of any floorspace developed as part of Phase Two until such time as the Council has received the Chalk Farm Road Scheme Contribution.

4.3 **HIGHWAYS**

4.3.1 On or prior to the Phase One Implementation Date to:-

- (i) pay to the Council 50% of the Highways Contribution; and
- (ii) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement Phase One or to allow Phase One Implementation until such time as the Council has:-

- (i) received 50% of the Highways Contribution; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 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 undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.3.4 On or prior to the Phase Two Implementation Date to pay to the Council the remaining 50% of the Highways Support Contribution.

4.3.5 Not to Implement Phase Two nor allow Phase Two Implementation until such time as the Council has received the remainder 50% of the Highways Contribution.

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

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

4.4 **SERVICE MANAGEMENT PLAN**

4.4.1 Prior to Phase One Implementation to submit to the Council for approval the Service Management Plan.

4.4.2 Not to Implement Phase One or permit Phase One Implementation until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

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

4.4 **SUSTAINABILITY PLAN**

4.4.1 On or prior to the Phase One Implementation Date to submit to the Council for approval the Sustainability Plan.

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

4.4.3 Not to Occupy or permit Occupation of the Development 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 Property.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

4.5 **TRAVEL PLAN**

4.5.1 On or prior to the date of issue of the Certificate of Practical Completion for Phase Two to pay to the Council the Travel Plan Monitoring Contribution.

4.5.2 On or prior to the Occupation Date of Phase Two to submit to the Council the draft Travel Plan for approval.

4.5.2 Not to Occupy or permit Occupation of any part of the floorspace developed as part of Phase Two until such time as the Council has:

- (i) approved the Travel Plan as demonstrated by written notice to that effect; and
- (ii) received the Travel Plan Monitoring Contribution.

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

4.6 **USE OF SIXTH FLOOR OF THE CONTAINER BUILDING**

4.6.1 Prior to any Occupation or subsequent occupation or use of the Sixth Floor or any part thereof (except Occupation or use by the Authorised User) to market for a period of 3 consecutive calendar months (at a reasonable and competitive rate being an average market rent in the area of the Development and to be agreed in writing by

the Council) the assigning, letting, sub-letting, renting or demising of the Sixth Floor or part thereof to Eligible Bodies only.

- 4.6.2 In the event of one or more Eligible Body expressing a wish to take a lease, tenancy or similar assignment from the Owner in response to the marketing exercise referenced at Clause 4.6.1 hereof, the Owner shall enter in to such lease, tenancy or similar assignment with the Eligible Body on reasonable terms to include at an average market rent for the equivalent or similar floorspace as the Sixth Floor in the local area.
- 4.6.3 To comply in strict accordance with Clause 4.6.1 hereof for a period of ten (10) years after the date of Occupation of Phase One.
- 4.6.4 In the event that the Owner demonstrates to the Council's written satisfaction upon the expiration of not less than three (3) consecutive calendar months that the marketing exercise referenced at Clause 4.6.1 hereof has not resulted in a lease, tenancy or similar demise being taken of the Sixth Floor (or any part thereof) by one or more Eligible Bodies in accordance with the provisions of this Agreement then the Owner may market the assigning, letting, sub-letting, renting or demising of the Sixth Floor on the open market.
- 4.6.5 Not to use or Occupy or permit the use or Occupation of the Sixth Floor other than for the use approved by the Planning Permission.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Phase One Implementation Date and the Phase Two 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 2016/5760/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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 pursuant to Clause 4 (Obligations of the Owner) 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 2016/5760/P.
- 5.7 Payment of the financial contributions 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 contribution relates quoting the planning application reference 2016/5760/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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

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

shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/5760/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 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 in the sum of 5,469.88 (five thousand four hundred and sixty-nine pounds and sixty-eight pence) on or prior to the date of Implementation of Phase 2.
- 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 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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. **JOINT AND SEVERAL LIABILITY**

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

8. **INDEMNITY**

8.1 The Leaseholder shall indemnify the Freeholder against all reasonable liabilities, costs, expenses, damages and losses suffered or incurred by the Freeholder arising out of or in connection with the enforcement of this Agreement.

8.2 This indemnity shall not cover the Freeholder to the extent that a claim under it results from the Freeholder's negligence or wilful misconduct.

8.3 Liability under this indemnity is conditional on the Freeholder discharging the following obligations.

If any third party makes a claim, or notifies an intention to make a claim, against the Freeholder which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), the Freeholder shall:

- (i) as soon as reasonably practicable, give written notice of the Claim to the Freeholder specifying the nature of the Claim in reasonable detail;
- (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Freeholder (such consent not to be unreasonably conditioned, withheld or delayed); and
- (iii) be deemed to have given to the Freeholder sole authority to avoid, dispute, compromise or defend the Claim.

- 8.4 Nothing in this indemnity shall restrict or limit the Freeholder's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim.

9. **CAPACITY OF THE TRUSTEES / LIMITATION OF LIABILITY**

The maximum aggregate liability of the trustees (being the trustees who have executed this Agreement on behalf of the Freeholder) under or in relation to this Agreement is limited to the assets held by the Freeholder and for the avoidance of doubt the trustees shall have no personal liability under this Agreement.

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.

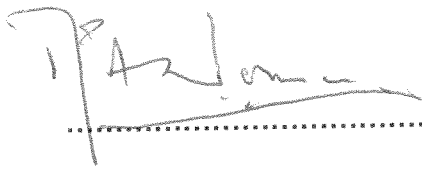

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
TORQUIL PATRICK ALEXANDER
NORMAN
in the presence of:

Witness Signature:

Witness Name: (CAPITALS)

Address:

) 
)
)
)
) 
)
) JOANNA DOWNIE
)
) 25 GLADYS RD
)
) LONDON N16 2PU
)

Occupation:

) OSTEOPATH 1899

EXECUTED AS A DEED BY
CASPAR JOE NORMAN
in the presence of:

) 

Witness Signature:

) 

Witness Name: (CAPITALS)

) RUTH LAWRENCE

Address:

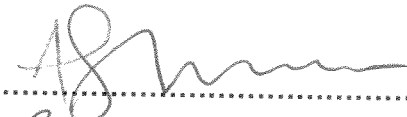
) 25 GLADYS RD.

) LONDON NW6 2PU

Occupation:

) OSTEOPATH 1899

EXECUTED AS A DEED BY
AMY SHARROCKS
in the presence of:

) 

Witness Signature:

) 

Witness Name: (CAPITALS)

) RUTH LAWRENCE

Address:

) 17 BIRCHINGTON ROAD

) HANSON N8 8TH

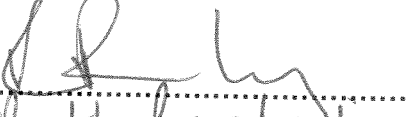
Occupation:

) Producer

EXECUTED AS A DEED BY
CASEY WILLIAM NORMAN
in the presence of:

) 

Witness Signature:

) 

Witness Name: (CAPITALS)

) RUTH LAWRENCE

Address:

) 17 BIRCHINGTON ROAD

) HANSON N8 8TH

Occupation:

) Producer

EXECUTED AS A DEED BY
THE ROUNDHOUSE TRUST
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

MARCUS DAVEY

MARCUS DAVEY

ELCA BENNETT

ELCA BENNETT

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

R. Alexander

Authorised Signatory



THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

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

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

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

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION

Allies and Morrison
85 Southwark Street
London
SE1 0HX

Application Ref: **2016/5760/P**

24 July 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

The Roundhouse Theatre
Chalk Farm Road
London
NW1 8EH

Proposal:

The erection of a new building ranging from two to four storeys in height to accommodate new studios (Class D1) and offices (Class B1) within the service yard and the addition of a sixth storey to the existing 'container' office building for office accommodation (Class B1) together with installation of rail side storage containers and associated works within the service yard area.

Drawing Nos: 1056_07_001 Rev P3, 1056_07_002 Rev P3, 1056_07_003 Rev P4, 1056_07_004 Rev P4, 1056_07_010 Rev P4, 1056_07_011 Rev P4, 1056_07_012 Rev P4, 1056_07_013 Rev P3, 1056_07_014 Rev P3, 1056_07_015 Rev P3, 1056_07_016 Rev P3, 1056_07_018 Rev P3, 1056_07_019 Rev P4, 1056_07_020 Rev P4, 1056_07_021 Rev P4, 1056_07_022 Rev P3, 1056_07_030 Rev P3, 1056_07_031 Rev P3, 1056_07_032 Rev P3, 1056_07_033 Rev P3, 1056_07_050 Rev P3 and 1056_07_060 Rev P4.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 1056_07_001 Rev P3, 1056_07_002 Rev P3, 1056_07_003 Rev P4, 1056_07_004 Rev P4, 1056_07_010 Rev P4, 1056_07_011 Rev P4, 1056_07_012 Rev P4, 1056_07_013 Rev P3, 1056_07_014 Rev P3, 1056_07_015 Rev P3, 1056_07_016 Rev P3, 1056_07_018 Rev P3, 1056_07_019 Rev P4, 1056_07_020 Rev P4, 1056_07_021 Rev P4, 1056_07_022 Rev P3, 1056_07_030 Rev P3, 1056_07_031 Rev P3, 1056_07_032 Rev P3, 1056_07_033 Rev P3, 1056_07_050 Rev P3 and 1056_07_060 Rev P4.

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

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

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.

b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

c) Samples and manufacturer's details of new facing materials including typical façade junction details demonstrating the proposed colour, texture, face-bond, pointing, expansion joints and vertical and horizontal banding, shall be erected on site for inspection for the local planning authority.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 [and DP25 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 [if landscape details], [CS15 if trees only and/or in CA] of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 [if landscape details] of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14, [+ CS15 if in CA] 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 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to occupation of the hereby approved development a Servicing Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The plans shall include details of how the site would be serviced and deliveries managed. No servicing shall take place on any part of the highway network or public realm other than in accordance with the servicing plan so approved.

Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences, details of secure and covered cycle storage area for XX cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to first occupation of the buildings, 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.

- 11 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a [1:100 year event with 30% provision for climate change] [demonstrating 50% attenuation of all runoff] [demonstrating greenfield levels of runoff]. The system shall be implemented as part of the development and thereafter retained and maintained.

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 Prior to the first occupation of the building a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 13 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and
 - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.
- The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy 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.

- 14 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 [if A3/A4/A5 use] of the London Borough of Camden Local Development Framework Development Policies.

- 15 The development shall not be occupied until the disabled parking spaces as shown on the hereby approved plans are provided. Thereafter the provision of spaces for blue badge holders shall be retained and used for no purpose other than for the parking of vehicles of blue badge holders occupiers and using the development site.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Notwithstanding the provisions of Class..... of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall not be used as a

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of(select from the following)[noise traffic congestion and excessive on-street parking pressure etc...] in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to the installation of the lighting to the hereby approved storage containers located to the southern corner of the site detailed plans of the location of the lighting, including the angle at which they are positioned together with manufacture details to include levels of light emission shall be submitted to an approved in writing by the Local Planning Authority. The lighting shall thereafter be implemented in accordance with the approved details.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies 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.

- 18 Prior to commencement of development (excluding demolition and site preparation works), 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 point sources of emission and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of occupiers of the building in accordance with CS5 of the London Borough of Camden Local Development Framework Core Strategy and DP32 of the London Borough of Camden Local Development Framework Development Policies.) and London Plan policy 7.14 (Improving air quality).

Informative(s):

- 1 With regard to condition 8 please note the Servicing Management Plan shall include details of the following:
 - a) a requirement for delivery vehicles to unload from a specific suitably located area including swept path drawings;
 - b) details of a 'Waste and Recycling Strategy'
 - c) details of the person(s) responsible for directing and receiving deliveries to the Property and measures to coordinate vehicle movements
 - d) details of vehicle movements and deliveries (including size, frequency, duration, hours, proposed routes, nature of goods)
 - e) measures to minimise impact on residents and ensure safety
 - f) a servicing statement detailing minimisation of deliveries, coordinating needs of the different uses across the site
 - g) mechanisms for vehicle control and enforcement of all vehicle controls and measures.
- 2 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. However as the Roundhouse is a registered charity it may be subject to an exemption. You are advised to contact the Council CIL team to apply for such an exemption via cil@camden.gov.uk.
- 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 need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.

- 5 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.
- 6 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 7 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.
- 8 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 9 You are advised of the following comments from Network Rail whose land adjoins the development site:

The developer/applicant must ensure that their proposal, both during construction and after completion of works on site, does not:

- . encroach onto Network Rail land
- . affect the safety, operation or integrity of the company's railway and its infrastructure
- . undermine its support zone
- . damage the company's infrastructure
- . place additional load on cuttings
- . adversely affect any railway land or structure
- . over-sail or encroach upon the air-space of any Network Rail land
- . cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

The developer should comply with the following comments and requirements for the safe operation of the railway and the protection of Network Rail's adjoining land.

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

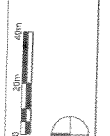
THE THIRD SCHEDULE

PLAN OF THE PROPERTY

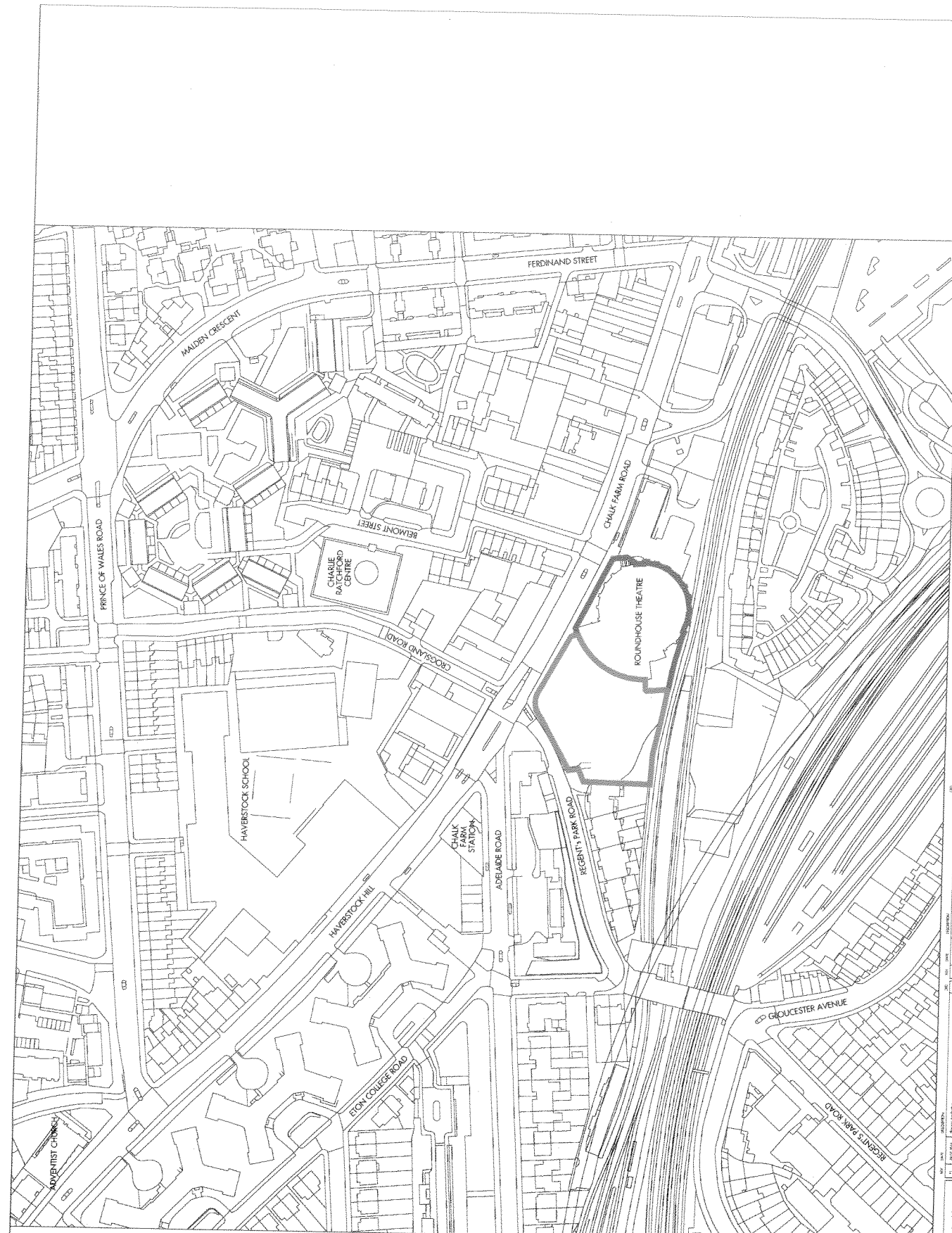


NO.	DATE	REVISION
01	20/07/20	Issue for planning
02	22/07/20	Issue for planning
03	22/07/20	Issue for planning
04	22/07/20	Issue for planning
05	22/07/20	Issue for planning
06	22/07/20	Issue for planning
07	22/07/20	Issue for planning
08	22/07/20	Issue for planning
09	22/07/20	Issue for planning
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15	22/07/20	Issue for planning
16	22/07/20	Issue for planning
17	22/07/20	Issue for planning
18	22/07/20	Issue for planning
19	22/07/20	Issue for planning
20	22/07/20	Issue for planning

This site location plan is a technical drawing and should be read in conjunction with the accompanying planning application. It is not to be used for any other purpose without the written consent of Alles and Horton. The plan is the property of Alles and Horton and is loaned to you for your use only. It is to be returned to us when you have finished using it. We accept no liability for any loss or damage to the plan or for any error or omission in the plan.



Boundary of development site
Other land owned by the applicant



THE FOURTH 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.

DATED

16 AUGUST

2018

(1) TORQUIL PATRICK ALEXANDER NORMAN and
CASPAR JOE NORMAN and AMY SHARROCKS and CASEY WILLIAM NORMAN

and

(2) THE ROUNDHOUSE TRUST

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

The Roundhouse Theatre
Chalk Farm Road
London
NW1 8EH

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended) and
Section 16 of the Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972 and
Section 1(1) of the Localism Act 2011

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CLS/PK/1800.306 (third final)