

DATED 15TH AUGUST 2018

(1) CHH LONDON LIMITED

and

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

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

294 AND 295 HIGH HOLBORN LONDON WC1V 7JG

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972;
Section 1(1) of the Localism Act 2011 and
Section 278 of the Highways Act 1980

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London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
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Legal/JL/1800.519
vFINAL

THIS AGREEMENT is made the 15th day of August 2018

B E T W E E N:

- A. **CHH LONDON LIMITED** (Co. Regn. No. 08610061) whose registered office is at 130 Shaftesbury Avenue, London W1D 5EU (hereinafter called "the Owner") of the first part; and
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL281243.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 31 March 2017 and the Council resolved to grant permission conditionally under reference number 2017/1827/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £673,762.50 (six hundred and seventy three thousand seven hundred and sixty two pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.4	"the Agreement"	this planning obligation made pursuant to 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

2.5	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.6	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.7	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
2.8	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.9	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.10	"Carbon Offset Contribution"	the sum of £20,687 (twenty thousand six hundred and eighty seven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the

		Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.11	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.12	"the Construction Apprentice Default Contribution"	the sum of £7,000 (seven thousand pounds) per apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision <i>PA</i> <i>per</i> <i>win</i>
2.13	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.14	"Construction Management Plan"	<p>a plan to be prepared in liaison with Transport for London setting out the measures that the Owner will adopt in undertaking and demolition works and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to the Council giving details of the environmental protection highways safety and community</p>

		<p>liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features;</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing the operation of the</p>
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		approved Construction Management Plan as required from time to time
2.15	"the Construction Management Plan Implementation Support Contribution"	the sum of £19,803 (nineteen thousand eight hundred and three 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
2.16	"the Construction Phase"	the whole period between:- (a) the Implementation Date; and (b) the date of issue of the Certificate of Practical Completion and which for the avoidance of doubt includes demolition works
2.17	"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
2.18	"Detailed Basement Construction Plan"	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken

		<p>and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment By Michael Barclay Partnership LLP dated March 2017 submitted with the Planning Application and to include the following key stages:-</p> <ol style="list-style-type: none"> 1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and, 2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:- <ul style="list-style-type: none"> (a)that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local
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		<p>ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and</p> <p>(b)that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “Slight” with reference to the Burland Category of Damage; and</p> <p>(c)that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;</p> <p>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p> <p>(ii) a method statement detailing the</p>
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		<p>proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p> <p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the</p>
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		<p>building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);</p> <p>(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,</p> <p>3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,</p>
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		<p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.</p> <p>6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an</p>
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		<p>independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.19	"the Development"	<p>the erection of a 9 storey building comprising retail use (Classes A1-A3) at basement and ground floor levels, office use (Class B1) at first and second floor levels and 10 residential units (6 x 1-bed and 4 x 2-bed) (use class C3) above including plant and associated works as shown on drawing numbers:</p> <p>Existing drawings: 151-10-PL-0010, 151-10-PL-0100, 151-10-PL-0200, 151-10-PL-0250, 151-10-PL-0251, 151-10-PL-0252, 151-10-PL-0400, 151-10-PL-0401, 151-10-PL-0402.</p> <p>Proposed drawings: 151-10-PL-0001, 151-10-PL-1000 C, 151-10-PL-1001 A, 151-10-PL-1002 B, 151-10-PL-1003 B, 151-10-PL-1004, 151-10-PL-1020A, 151-10-PL-2000 A, 151-10-PL-2100 C, 151-10-PL-2101, 151-10-PL-2102, 151-10-PL-2103, 151-10-PL-2110.</p> <p>Supporting documents: Daylight and Sunlight Amenity Study 02 (Watts) 21 March 2017, Construction Management Plan (DP9 Ltd) March 2017, Noise and Vibration Impact Assessment Revision 01 (Scotch Partners) 09 March 2017, Planning Statement (DP9) March 2017, Transport Statement Final Rev A (Motion) 27/03/2017, Travel Plan Statement Final Rev A (Motion) 27/03/2017, Sustainability Statement Rev 02 (Scotch Partners) March 2017, Air Quality Assessment (Air Quality Consultants) March 2017, Archaeological Desk-Based Assessment (MW Archaeological Consultancy) March 2017, Ground Movement Report Revision 1 (CGL) March 2017, Desk Study and Ground Investigation Report JO7148 (Pell Frischmann Engineers) August 2007, Structural Engineer's Report for Planning 6940 (MBP) March 2017, Design and Access Statement (Independent Architects) March 2017, Affordable Housing Statement (DP9), Affordable Housing Note (DP9) October 2017, Energy Statement Revision</p>

		R02 (Scotch Partners) March 2017, Basement Impact Assessment LBH4455bia Ver 1.0 (Michael Barclay Partnership LLP) May 2017, Servicing Analysis (Motion) 6 September 2017, Ecology Report (Cambridge Ecology) July 2014.
2.20	"the Employment and Training Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.12 and 4.13 of this Agreement.
2.21	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of measures set out in the submission document entitled Energy Statement Revision R02 by Scotch Partners dated March 2017 and the Energy Revision Statement dated August 2017 to achieve in respect of the non-residential elements of the Development a 35.1% reduction and in respect of the residential elements of the Development a 32.5% reduction in CO2 emissions beyond the Part L 2013 baseline;</p> <p>b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 23.9% in carbon</p>

		<p>emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made. - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future
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		<p>connection to a network.</p> <p>f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>h) 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</p>
2.22	"the Highways Contribution"	the sum of £6,527 (six thousand five hundred and

		<p>twenty seven 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 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"):-</p> <p>a) resurfacing the footways adjacent to the Property;</p> <p>b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>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 <u>excludes any statutory undertakers costs</u></p>
2.23	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.24	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.25	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.26	"Local Procurement Code"	the code annexed to the Third Schedule hereto
2.27	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.28	"the Parties"	mean the Council and the Owner
2.29	"the Pedestrian Cyclist and Environmental Contribution"	the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various transport pedestrian cycle and public realm improvements in the vicinity of the Development
2.30	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 31 March 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/1827/P subject to conclusion of this Agreement
2.31	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.32	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.33	"the Property"	the land known as 294-295 High Holborn London WC1V 7JG the same as shown shaded grey on the plan annexed hereto

2.34	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.35	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.36	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.37	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Statement Rev 02 by Scotch Partners dated March 2017 and the Energy Revision Statement dated August 2017 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);</p> <p>(b) achieve in respect of the residential elements of the Development a maximum internal water use of 105 litres/person/day, allowing 5</p>

DP9
100 Pall Mall
London
SW1Y 5NQ

Application Ref: **2017/1827/P**

19 December 2017

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
294-295 High Holborn
London
WC1V 7JG

DECISION
Proposal:

Erection of a 9 storey building comprising retail use (Classes A1-A3) at basement and ground floor levels, office use (Class B1) at first and second floor levels and 10 residential units (6 x 1-bed and 4 x 2-bed) (use class C3) above including plant and associated works

Drawing Nos:

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 Three years from the date of this permission

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

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 drawings:

" 151-10-PL-0010, 151-10-PL-0100, 151-10-PL-0200, 151-10-PL-0250, 151-10-PL-0251, 151-10-PL-0252, 151-10-PL-0400, 151-10-PL-0401, 151-10-PL-0402.

Proposed drawings:

" 151-10-PL-0001, 151-10-PL-1000 C, 151-10-PL-1001 A, 151-10-PL-1002 B, 151-10-PL-1003 B, 151-10-PL-1004, 151-10-PL-1020A, 151-10-PL-2000 A, 151-10-PL-2100 C, 151-10-PL-2101, 151-10-PL-2102, 151-10-PL-2103, 151-10-PL-2110.

Supporting documents:

" Daylight and Sunlight Amenity Study 02 (Watts) 21 March 2017, Construction Management Plan (DP9 Ltd) March 2017, Noise and Vibration Impact Assessment Revision 01 (Scotch Partners) 09 March 2017, Planning Statement (DP9) March 2017, Transport Statement Final Rev A (Motion) 27/03/2017, Travel Plan Statement Final Rev A (Motion) 27/03/2017, Sustainability Statement Rev 02 (Scotch Partners) March 2017, Air Quality Assessment (Air Quality Consultants) March 2017, Archaeological Desk-Based Assessment (MW Archaeological Consultancy) March 2017, Ground Movement Report Revision 1 (CGL) March 2017, Desk Study and Ground Investigation Report JO7148 (Pell Frischmann Engineers) August 2007, Structural Engineer's Report for Planning 6940 (MBP) March 2017, Design and Access Statement (Independent Architects) March 2017, Affordable Housing Statement (DP9), Affordable Housing Note (DP9) October 2017, Energy Statement Revision R02 (Scotch Partners) March 2017, Basement Impact Assessment LBH4455bia Ver 1.0 (Michael Barclay Partnership LLP) May 2017, Servicing Analysis (Motion) 6 September 2017, Ecology Report (Cambridge Ecology) July 2014.

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

3 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 stonework with a full scale sample panel of stonework, 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.

c) Details of the proposed entrance door grille.

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 policies D1 and D2 of the Camden Local Plan 2017.

4 Mitigation of overlooking

Prior to occupation of the residential units, full details of overlooking mitigation measures for the windows facing eastwards, shall be submitted to and approved by the Council. The approved measures shall be retained thereafter in perpetuity.

Reason: To ensure that the proposed flats would have a satisfactory level of privacy, in accordance with policy A1 of the Camden Local Plan 2017.

5 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.

6 Refuse and recycling

Prior to first occupation of the residential accommodation, 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 CC5 of the Camden Local Plan.

7 Roof terraces

No flat roofs within the development shall be used as terraces, unless they are marked as such on the approved plans, except for maintenance and emergency purposes.

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

8 Hours of use - Class A3 restaurant

The Class A3 restaurant hereby approved shall not open outside of the hours of 08:00 to 23:00 Monday to Saturday and 09:00 to 22:30 hours on Sunday and public holidays.

Reason: To ensure that the amenity of occupiers of residential properties in the area is not adversely affected by noise and disturbance in accordance with policy A1 of the Camden Local Plan 2017.

9 Green roof

Prior to commencement of the above ground construction works, full details of all biodiverse, substrate-based extensive living roofs to be incorporated into the development shall be submitted to and approved in writing by the local planning authority.

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

Reason: So as to assess developments against their ability to realise benefits for biodiversity through the layout, design and materials used in the built structure and landscaping elements of a proposed development, proportionate to the scale of development proposed plus to comply with CG3 where it states that opportunities should be sought for the incorporation of biodiversity into developments and for habitat creation in any development proposal.

10 Biodiversity enhancement features

Details of biodiversity enhancement measures such as bird and bat nesting boxes or bricks shall be submitted to and approved in writing by the Local Planning Authority prior to any of the above ground construction works commencing on site. Boxes/bricks should be integrated into the fabric of the building wherever possible, to increase sustainability. Details submitted shall include the exact location, height, aspect, specification and indication of species to be accommodated. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained.

Reason: So as to assess developments against their ability to realise benefits for biodiversity through the layout, design and materials used in the built structure and landscaping elements of a proposed development, proportionate to the scale of development proposed plus to comply with CG3 where it states that opportunities should be sought for the incorporation of biodiversity into developments and for habitat creation in any development proposal.

11 Rainwater/greywater harvesting

Prior to commencement of any development above ground level other than site clearance & preparation details of the feasibility of rainwater recycling proposals should be submitted to the local planning authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policies CC1, CC2 and CC3 of the Camden Local Plan 2017.

12 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 policies CC1 and CC2 of the Camden Local Plan 2017.

13 SUDS - details

Prior to commencement of the development, full details of the sustainable drainage system where feasible 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 CC1, CC2 and CC3 of the Camden Local Plan 2017.

14 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 provides adequate on-site renewable energy facilities in accordance with the requirements of policies CC1, CC2 and CC3 of the Camden Local Plan 2017.

15 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 premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

16 Air quality monitoring

Air quality monitoring should be implemented on site. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

17 Mechanical ventilation

Prior to commencement of development (excluding demolition and site preparation works), full details of the mechanical ventilation system, including air inlet locations and details of NOx filters, shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler stack and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

18 Tree protection

Prior to the commencement of any works, details demonstrating how trees to be retained on Lincoln Inns Gardens 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 Camden Local Plan 2017 policy A3.

19 Noise levels - office

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.

20 Noise levels - residential

The noise level in rooms in the residential development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

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

21 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.

22 Design and method statements - construction

The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- " provide details on all structures
- " accommodate the location of the existing London Underground structures and tunnels
- " accommodate ground movement arising from the construction
- " thereof and mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan 2015 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

23 Cycle parking

Prior to first occupation, the approved cycle parking, (20 long stay spaces including 1 adaptive cycle space) shall be ready to use and all such facilities shall thereafter be retained."

Reason: To ensure that the scheme encourages cycling, in line with policy T1 of the Camden Local Plan 2017.

24 M4 building regulations

All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) with at least 10% designed and constructed in accordance with Building Regulations Part M4 (3) adaptable.

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

25 Future proofing - decentralised energy network

On or prior to the Implementation Date, details of future proofing of opportunities to connect to a future decentralised energy network shall be submitted to and approved by the Council in writing. Any approved future proofing details shall be retained permanently thereafter

Reason: To ensure the proposal is energy efficient and sustainable in accordance with Camden Local Plan 2017 policies CC1 and CC2."

Informative(s):

- 1 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 2 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 3 Highways licence

Highway licenses would be required to facilitate the proposed works and the applicant would need to obtain such highway licences from the Council prior to commencing work on site.

4 Temporary relocation of bus stop

The bus stop directly adjacent to the site on High Holborn would need to be relocated on a temporary basis for the duration of construction. The developer would need to arrange this directly with Transport for London.

5 LUL

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation and construction methods.

6 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/>

7 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/>

8 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.

9 Biodiversity measures (with regards the future discharge of condition 7)

The following recommendations are made with regards the discharge or condition 7:

- The provision of up to 30 bird boxes is considered excessive. In officers' opinion the development could incorporate 4-6 swift bricks or bat bricks (those built into the Portland stone fabric) along the east elevation at height (8th floor), preferably near the roof top. Swift bricks would require to have at least a 5m drop space immediately below the entrance hole. In addition a similar number of house sparrow or starling bricks or boxes could be located at a lower level (2nd floor) on the east elevation or 2 standard bird boxes for blue tit instead of the sparrow/starling bricks boxes could be placed here (they would require to be a minimum 20m apart from each other if that was feasibly possible. It may be possible to locate sparrow/starling bricks/boxes or standard bird (tit) boxes along any western elevation if space allows.
- Butterfly-bush should not be used for any planters within the development as it is an invasive species.
- The species suggested for the proposed balcony planters are not suitable for ornamental plantings and although would be beneficial for invertebrates they would require considerable management to maintain. There are numerous alternative species that are more ornamental, require less intensive management and would be better suited for this environment.

10 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

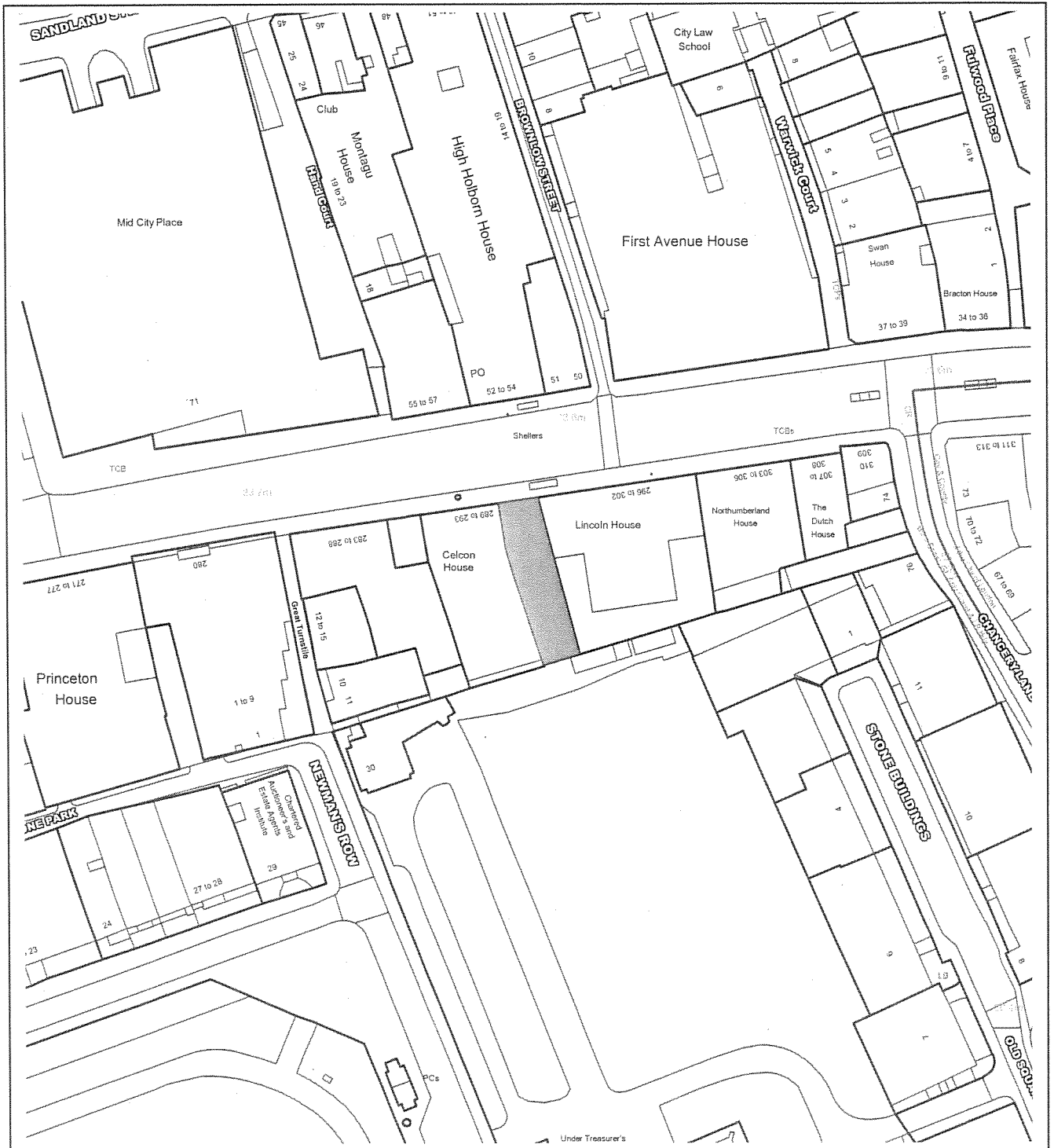
- 11 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 12 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 13 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.
- 14 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 15 In reaching the decision to grant planning permission the Council has taken into consideration the impact of the proposed massing and scale of the redevelopment of the adjacent site at Lincoln House (as presented at pre-application discussions) and considers the impact of the proposed development on their site (294-295 High Holborn) in terms of residential amenity to be acceptable.

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

294-295 High Holborn London WC1V 7JG



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		<p>litres/person/day for external water use</p> <p>(c) include in respect of the non residential elements of the Development a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(f) 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</p>
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		<p>future management and occupation; and</p> <p>(g) 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.</p>
2.38	"the Travel Plan"	<p>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:-</p> <p>(a) the elements set out in the First Schedule hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date including provision of a TRICS after survey ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by</p>

		<p>the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.39	"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
2.40	"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 the Development

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; Section 1(1) of the Localism Act

2011 and Section 278 of the Highways Act 1980 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.6 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 ADDITIONAL AFFORDABLE HOUSING

4.1.1 If at any time after the date of this Agreement:-

- (a) any planning permission is granted for the further development of the Property which gives consent for the development of additional floorspace for residential purposes; and/or
- (b) any additional residential units or floorspace is otherwise created on the Property for residential purposes

the Owner shall enter into a s106 agreement with the Council to secure that an appropriate percentage of the residential floorspace created under (a) or (b) above is provided as Affordable Housing (either as an on-site contribution, off-site contribution or financial contribution) such percentage to be applied to the aggregate total of the residential floorspace permitted by the Planning Permission and the additional residential floorspace created under (a) or (b) above.

- ##### **4.1.2**
- Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.1.1(a) or (b) of this Agreement until such time as an appropriate percentage of the additional residential floorspace has been provided as Affordable Housing (either as on-site contribution, off-site contribution or a financial contribution).

4.2 ADVISORY PLAN OF NEIGHBOURING DEVELOPMENT

- ##### **4.2.1**
- The Owner shall use reasonable endeavours to ensure that prior to Occupation of any part of the Development any prospective purchasers or tenants are informed by the Owner of proposals for development adjacent to the Property at Lincoln House, 296 to 302 High Holborn that the Owner can reasonably be expected to be aware of and the effect of any proposals on the expected daylight and sunlight levels of the Development.

4.3 AFFORDABLE HOUSING CONTRIBUTION

- ##### **4.3.1**
- Prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.4 **BASEMENT APPROVAL IN PRINCIPAL APPLICATION**

4.4.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Basement Approval In Principal Contribution in full; and
- (ii) submit to the Council for approval the Basement Approval In Principal Application.

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

- (i) received the Basement Approval In Principal Contribution in full; and
- (ii) approved the Basement Approval In Principal Application as demonstrated by written notice to that effect.

4.5 **CARBON OFFSET CONTRIBUTION**

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

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

4.6 **CAR FREE**

4.6.1 To ensure that prior to occupying any part of the Development any employee or resident or occupier is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit or a Residents Parking Permit to park a vehicle in a Business Parking Bay or a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.6.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit or Residents Parking Permit to park a vehicle in a Business Parking

Bay or a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.6.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.6.1 and 4.6.2 in this Agreement shall continue to have effect in perpetuity.

4.6.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.6.1 and 4.6.2 of this Agreement.

4.7 CONSTRUCTION MANAGEMENT PLAN

4.7.1 On or prior to the Implementation Date to:

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

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

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

4.7.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

4.8 **DETAILED BASEMENT CONSTRUCTION PLAN**

4.8.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.

4.8.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.8.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.

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

4.8.5 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 by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed

Basement Construction Plan as approved by the Council have been incorporated into the Development.

- 4.8.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.9 EMPLOYMENT AND TRAINING PLAN

- 4.9.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.10 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

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

4.11 HIGHWAYS WORKS

4.11.1 On or prior to the Implementation Date to:-

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

4.11.2 Not to Implement or to allow Implementation until such time as the Council has:-

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

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

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

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

4.12 LOCAL EMPLOYMENT

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

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- d) advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- e) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- f) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.12.2 The Owner shall ensure that at all times during the Construction Phase no less than 3 (three) construction or non construction apprentices shall be employed at the Development always ensuring each apprentice shall be

- (i) recruited through the Kings Cross Construction Centre or the Council's Economic Development Team;

- (ii) employed for a period of not less than 52 weeks;
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and
- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.12.3 The Owner shall ensure that during the Construction Phase no less than 1 (one) work placement and/or work experience opportunities are provided at the Development.

4.12.4 Notwithstanding the provisions in clauses 4.12.2 and 4.12.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.12.5 On or prior to the Implementation Date to pay the Council the Apprentice Support Contribution in full

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

4.12.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.12.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

- 4.2.8 The Owner shall broker a meeting between the end user of the Development and the Council's Economic Development Team to discuss their employment and skills objectives

4.13 LOCAL PROCUREMENT

- 4.13.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.13.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.13.3 To ensure delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the construction contracts in relation to the Development to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- 4.13.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.13.5 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.14 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION

- 4.14.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Contribution in full.

4.14.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

4.15 SUSTAINABILITY PLAN

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

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

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

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

4.16 TRAVEL PLAN

4.16.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.16.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

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

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission 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 the Planning Permission reference 2017/1827/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 Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/1827/P.

- 411 *PG* *any contribution pursuant to Clause 4*
5.7 Payment of ~~the Highways Contribution pursuant to Clause 4.8~~ of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/1827/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.7 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.

- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the 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

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

- 5.9 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/1827/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 monitoring fees and proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

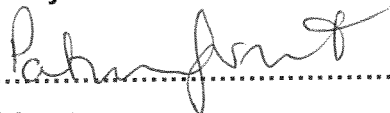
- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

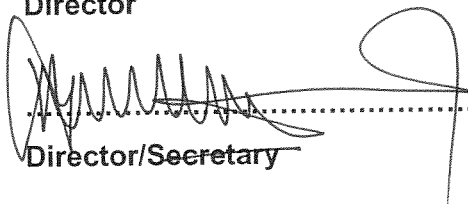
- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

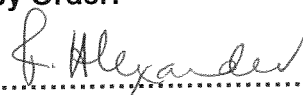
EXECUTED AS A DEED BY)
CHH LONDON LIMITED)
acting by a Director and its Secretary)
or by two Directors)

 P. Gaur
.....

Director

 B. Dove-Seymour
.....
Director/Secretary

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

 F. 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 obtained from the Planning Obligation monitoring Officer and can be downloaded 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/construction-management-plans.en> Please use the Minimum Requirements as guidance for what is required in the CMP. The Minimum Requirements are available at the link above and have been reproduced below.

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

CAMDEN'S MINIMUM REQUIREMENTS FOR BUILDING / CONSTRUCTION / DEMOLITION SITES

London Borough of Camden expects to receive no complaints regarding the proposed works to be carried out at sites in Camden.

A Construction/Demolition Management Plan (**C/DMP**) shall be kept on site of the proposed works ready available for inspection at the request of an Authorised Officer of the Council.

This **C/DMP** shall be reviewed as necessary and all revisions shall be signed and dated in an addendum format forming part of the original **C/DMP**.

The **C/DMP** shall contain the following information:

- (a) Name and address of the main contractors company.
- (b) Completion date
- (c) Address where the main contractors company accept receipt of legal documents.
- (d) Full contact details of main office and of the site for the proposed works.
- (e) Full contact details including name and telephone number of the Site and Project Manager.
- (f) The Contents of the **C/DMP** shall provide full details on the:
 - (i) How these operations are intended to be carried out and its timescale from starting date to its completion.
 - (ii) Mitigation measures to be incorporated during the works to prevent noise and vibration, disturbances, creation of dust nuisance and prevention of rodent spreading out from the site.
 - (iii) Evidence regarding staff have been trained on BS 5228:2009.
 - (iv) Prediction of noise and vibration levels (**including 3D modelling**) throughout the proposed works action to be taken in case exceedances over the predicted levels.
 - (v) Monitoring of noise, vibration and dust levels.
 - (vi) Abatement techniques to prevent noise, vibration and dust nuisances.
 - (vii) Pest Control Job receipts
 - (viii) Community liaison.
 - (ix) Complaints Register, this should contain if possible complainant's details, date and time of complaint's made, causes of complaint, action taken to resolve the complaint, date and time of action taken to resolve the complaint, reasons for any unresolved complaint.
 - (x) An incident logbook shall be on site and all incidents shall be recorded stating date time and worker/s involved and action taken. (e.g. equipment operations started at 07:30 hours by and the action taken measures incorporated to prevent recurrence of similar event)

N.B. If the main contractor do not keep on site with an up to date C/DMP or fails to meet with the below specifications or as a result of the failure to meet with the minimum requirements valid complaints are made to the Council during these works, then the main contractor could become liable to further legal action under the other various legislation that London Borough of Camden is empowered.

**SPECIFICATION TO BE MET BY THE CONSTRUCTION DEMOLITION MANAGEMENT PLAN (C/DMP)
AT, CAMDEN, LONDON, POST CODE.**

TIME OF OPERATIONS:

Time of operations and ancillary works which are audible at the site boundary shall normally be carried out between the following hours:

Mondays to Fridays	08.00 – 18.00
Saturdays	08.00 – 13.00

And at no time Sundays and Bank Holidays.

NB The above is the Camden's standard times. However, the times incorporated in the C/DMP should be specific to the site and related to the type of work being carried out. There are some occasions where the times have to be shorter and with break out schedules.

NOISE OPERATIONS:

Any noisy operations outside the standard hours cannot be undertaken without prior written approval of the Local Authority. The permitted times of working may be reduced in the case of noisy schedules.

ABATEMENT NOISE TECHNIQUES:

- The quietest and newest vehicles/plant machinery shall be used at all times. All vehicles and mechanical plant used for the purpose of the works shall be fitted with effective exhaust silencers, shall be maintained in good and efficient working order and operated in such a manner as to minimise noise emissions.
- The Best Practicable Means (BPM), as defined in Section 72 of the Control of Pollution Act 1974, shall be employed at all times to reduce noise (including vibration) to a minimum, with reference to the general principles contained in British Standard BS5228: 2009 'Noise and Vibration Control on Construction and Open Sites'. **When dealing with tall buildings, 3D modelling should be used to predict noise levels and Part 2 vibration (in the case of basement/underground works).**

MONITORING

NOISE LEVELS:

- The main Contractor shall carry out prediction of noise and vibration levels before any work is carried out on site. These predicted noise and vibration levels shall be registered in the Construction/Demolition Management Plan.
- Noise attenuation screening to be used if deemed appropriate and noise monitoring to be carried out at the start and at regular intervals during each task period. Any mobile screens shall have sufficient mass so as to be able to resist the passage of sound across the barrier and to be free of significant holes or gaps between or under any acoustic panels or board materials as far as reasonably practical.
- Noise monitoring shall be undertaken using a combination of semi-permanent (continuous) and attended monitoring methods. The locations of the semi-permanent (continuous) and attended monitoring and the frequency of the sampling have previously been agreed with London Borough of Camden in writing.
- Where the measured noise levels are more than 3 dB (A) above the predicted noise levels or in the event of a complaint of noise an investigation shall be carried out to ascertain the cause of the exceedance or the complaint and to check that Best Practicable Means are being used to control the noise in accordance with the steps set out in the application for 'prior consent'. Noise levels shall be reduced further if it is reasonably practicable to do so.

VIBRATION LEVELS:

- In the case of vibration, measured vibration levels shall be compared with the criteria in BS 5228: 2009 part 2 (i.e. 1mms^{-1} PPV for potential disturbance in residential and using a suggested trigger criteria of 2mms^{-1} for commercial). Lower limits must be agreed with the Council if there is a risk that vibration levels may interfere with vibration sensitive equipment or other vibration sensitive objects.

DUST LEVELS:

- Referring to visible dust, it is imperative to prevent statutory nuisance arising from the demolition, construction works or dusty activities. Therefore a philosophy of the prevention of dust formation in the first place shall be adopted. Dealing with dust should be in the following fashion:

1. Prevention
2. Suppression
3. Containment

These three principles are well established and are central to the control strategies to control dust. They follow a hierarchy to control the emissions.

- The **C/DMP** shall identify all the dusty operations and establish the best available techniques are required to control dust emissions. The identified dusty operations shall be recorded in

the Fugitive dust emissions should be prevented whenever practicable. When this is not practicable emissions should be controlled at source. Examples include correct storage of raw materials, organising the process in such a way that spillage is avoided, and maintaining high standards of internal and external housekeeping.

- Consideration should be given to the siting of aggregate stockpiles, based upon such factor as the prevailing winds, proximity of site boundary and proximity of neighbours. Minimisation of drop height is very important in stockpiling to reduce wind whipping of particulates. When designing storage bays, internal walls separating storage bays should be at least ½ metre lower than external walls of the bays.
- Areas where there is vehicular movement should have a consolidated surface which should be kept in good repair.
- The main principles for preventing dust emissions are containment of dusty processes and suppression of dust using water or proprietary suppressants. Suppression techniques need to be properly designed, used and maintained, in order to be effective. For example, where water is used for dust suppression, processes require an adequate supply of water and all water suppression systems need adequate frost protection.
- Where there is evidence of airborne dust from the building construction/demolition activities the site, the contractor should make their own inspection and assessment, and where necessary undertake ambient monitoring with the aim of identifying those process operations giving rise to the dust. Once the source of the emission is known, corrective action should be taken without delay.
- Effective preventative maintenance should be employed on all aspects of the construction/demolition works including all plant, vehicles, buildings and the equipment concerned with the control of emissions to air.
- Important management techniques for effective control of emissions include; proper management, supervision and training for process operations; proper use of equipment; effective preventative maintenance on all plant and equipment concerned with the control of emissions to the air; and it is good practice to ensure that spares and consumables are available at short notice in order to rectify breakdowns rapidly. This is important with respect to arrestment plant and other necessary environmental controls. It is useful to have an audited list of essential items.

RODENT CONTROL:

- Regardless whether the site has been previously developed the contractors shall take the necessary measures to ensure proper control of rodents.
- 28 days prior any building works are being carried out the contractors shall submit a method statement on how the destruction/dispersion of rodents will be controlled during demolition works.
- The method statement shall demonstrate if / how the presence of rats and mice has been ascertained and how they will be destroyed if they have been/are found on site.

- At all times the site shall be kept free, so far as is reasonable practicable, from rats and mice. (Prevention of Damage by Pests Act 1949, part 'H' of the Building Regulations (Drainage & Waste Disposal). And we require method statement/s on how existing/new drainage will be sealed during the construction process.

COMMUNITY LIAISON

- Contractors shall keep residents and others informed about unavoidable disturbance such as from unavoidable noise, dust, or disruption of traffic. Clear information shall be given well in advance and in writing.
- At all sites a Contact Board shall be displayed prominently; this is to ensure that problems can be rectified quickly, and that residents and others can channel their questions and complaints to a member of staff who has the authority to take action.
- All Contact Boards shall include the following materials:
 - (a) The title 'Contact Board'**
 - (b) Name of the main contractor, address and person to whom correspondence should be addressed.**
 - (c) Name of the site manager.**
 - (d) Month and year of completion of works.**
 - (e) Names and telephone numbers of staff who can take immediate action, so that contact can be made at any time.**
- Occupiers in the vicinity who may be affected by noise from these works shall be notified of the nature of the works, a contact name, telephone number (including that to be used outside normal working hours), and address to which any enquiries should be directed. Such notification shall take place, where possible within, 2 weeks but, in any event, at least a week prior to the works commencing.
- The applicant shall ensure that a staffed telephone enquiry line is maintained at all times when site works are in progress to deal with enquiries and complaints from the local community. The telephone number (and any changes to it) shall be publicised widely in the local community affected by the works. It shall also be notified to the Noise and Licensing Enforcement Team on 0207 974 4444.
- Should noise/vibration/dust complaints arise from the building construction/building works, these complaints must be recorded in a complaint's register and made available to the Local Authority, if requested. The complaint register shall provide information on day, time, details of complaint, details of monitoring carried out and any additional mitigation works.
- Should complaints be received concerning works/activities, then all works/activities being the cause of complaint must cease (Tasks in progress accepted due to structural integrity issues), until such time as further agreement to work is negotiated.

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). 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 within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this

s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

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

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

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ 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 a 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

2018

(1) CHH LONDON LIMITED

and

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

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

294 AND 295 HIGH HOLBORN LONDON WC1V 7JG

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972;
Section 1(1) of the Localism Act 2011 and
Section 278 of the Highways Act 1980

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