

DATED

10 OCTOBER

2018

(1) "CHANNING HOUSE" INCORPORATED HIGHGATE

and

(2) LLOYDS BANK PLC

and

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

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

Channing Junior School
1 Highgate High Street
London
N6 5JR

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

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

Tel: 020 7974 5647
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CLS/PK/1800.830 (final)

THIS AGREEMENT is made the 10th day of October 2018

BETWEEN:

1. **"CHANNING HOUSE" INCORPORATED HIGHGATE** (registered under company number 00063121) whose registered office is Channing School, Highgate Hill, Highgate, London, N6 5HF (hereinafter called "the Owner") of the first part
2. **LLOYDS BANK PLC** (registered under company number 00002065) whose registered office is at 25 GRESHAM STREET, LONDON, EC2V 7HN (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number NGL280152 subject to a charge to the Mortgagee.
- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 22 December 2017 and the Council resolved to grant permission conditionally under reference number 2017/7080/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

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

1.6 The Mortgagee as mortgagee under a legal charge registered under title number NGL280152 and dated 28 June 2012 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|-------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 |
| 2.2 | "this Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | AIIRP | All Items Index of Retail Prices |
| 2.4 | "the Development" | extension to the east under existing terrace with alterations to the eastern elevation at lower ground level to provide drama studio and re-provide classroom to existing school; creation of a sports changing room facility at subterranean level adjacent to the existing tennis courts including excavation of existing embankment and glazed single storey entrance structure above at playground level as shown on drawing numbers Site location plan (343.36/PLA06) Existing drawings: 343.36/: PLA01; PLA02 A; PLA03; PLA04; PLA05 A; Proposed drawings: 343.36/: PLA13 A; PLA14 A; PL A 21 A; PL A 20 B; PLA 22 A; PLA 23 A; Supporting documents: Tree Survey prepared by Arbtech dated 12 October 2017; Basement Impact Assessment prepared by Heyne Tillett Steel dated 15/12/2017; Planning statement prepared by Rolfe |

Judd dated Dec 2017; Historic environment assessment prepared by MOLA dated November 2017; Written Scheme Of Investigation prepared by MOLA dated 13/12/2017; BREEAM Pre-Assessment prepared by Hoare LEA dated 19.12.2017; Construction management plan pro forma dated 20/11/2017; Drainage Strategy & Flood Risk Assessment Report prepared by Heyne Tillett Steel dated 13/12/2017; Preliminary Ecological Appraisal Survey prepared by Arbtech dated 18/10/2017; Energy and Sustainability Statement prepared by Hoare LEA dated 19/12/2017; Heritage Statement prepared by the Heritage Advisory dated Dec 2017; Pre-application letter prepared by GLAAS; Landscape and Visual Appraisal prepared by Scarp dated July 2017; Arboricultural Method Statement prepared by Arbtech dated 20 March 2018; Arbtech TPP 01 Phase 2 B; Arbtech TPP 01 Phase 1 B; Arbtech AIA 01 B; Letter from Rolfe Judd dated 23 March 2018; Design and Access Statement prepared by Prime Meridian dated 15 Dec 2017

- 2.5 "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
- 2.6 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" the Council, the Owner and the Mortgagee

- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 22 December 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/7080/P subject to conclusion of this Agreement
- 2.9 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at Annex 1 hereto
- 2.11 "the Property" the land known as Channing Junior School, 1 Highgate High Street, London, N6 5JR the same as shown edged red on the plan at Annex 2 hereto
- 2.12 "the Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following: -
- (i) the elements set out at Annex 3 hereto;
 - (ii) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
 - (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

- (iv) 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 the Council
- (v) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.13 "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 approval of the Travel Plan over a six-year period from the date of first Occupation of the Development

2.14 "the Travel Plan
Co-ordinator"

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

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

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **TRAVEL PLAN**

4.1.1 Prior to the Occupation Date to:

- (i) submit to the Council the draft Travel Plan for approval; and
- (ii) pay to the Council the Travel Plan Monitoring Contribution.

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

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

4.1.3 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 Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/7080/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 reasonable requests to provide documentation within the

Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2017/7080/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning application reference 2017/7080/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/7080/P and in the case of any notice or

approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a local land charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement 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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith

determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY)
"CHANNING HOUSE")
INCORPORATED HIGHGATE)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

Director Signature:)

DEEVA PIA PRAN
Kellin Tait

Director/Secretary Name (CAPITALS)

)

RKT Hill

Director/Secretary Signature:

)

EXECUTED AS A DEED BY

LLOYDS BANK PLC

in the presence of:

)

)

)

SIGNED AS A DEED	
BY ADAM PETER ROSE as authorised signatory for Lloyds Bank in the presence of signatories of witnesses	Per Pro Lloyds Bank A. Rose Senior Case Handler
A. Pearson Webaston Rd, Wolverhampton WV4 5HZ	

Witness Signature:

)

Witness Name: (CAPITALS)

)

Address:

)

)

Occupation:

)

THE COMMON SEAL OF THE MAYOR

)

AND BURGESSES OF THE LONDON

)

BOROUGH OF CAMDEN was hereunto

)

Affixed by Order:-

)

Authorised Signatory



ANNEX 1

draft planning permission

Rolfe Judd Planning
Old Church Court
Claylands Road
LONDON
SW8 1NZ

Application Ref: **2017/7080/P**

25 September 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Channing Junior School
1 Highgate High Street
London
N6 5JR**

Proposal:

Extension to the east under existing terrace with alterations to the eastern elevation at lower ground level to provide drama studio and re-provide classroom to existing school; creation of a sports changing room facility at subterranean level adjacent to the existing tennis courts including excavation of existing embankment and glazed single storey entrance structure above at playground level.

Drawing Nos:

Site location plan (343.36/PLA06)

Existing drawings: 343.36/: PLA01; PLA02 A; PLA03; PLA04; PLA05 A;

Proposed drawings: 343.36/; PLA13 A; PLA14 A; PL A 21 A; PL A 20 B; PLA 22 A; PLA 23 A

Supporting documents: Tree Survey prepared by Arbtech dated 12 October 2017; Basement Impact Assessment prepared by Heyne Tillett Steel dated 15/12/2017; Planning statement prepared by Rolfe Judd dated Dec 2017; Historic environment assessment prepared by MOLA dated November 2017; Written Scheme Of Investigation prepared by MOLA dated 13/12/2017; BREEAM Pre-Assessment prepared by Hoare LEA dated 19.12.2017; Construction management plan pro forma dated 20/11/2017; Drainage Strategy & Flood Risk Assessment Report prepared by Heyne Tillett Steel dated 13/12/2017; Preliminary Ecological Appraisal Survey prepared by Arbtech dated 18/10/2017; Energy and Sustainability Statement prepared by Hoare LEA dated 19/12/2017; Heritage Statement prepared by the Heritage Advisory dated Dec 2017; Pre-application letter prepared by GLAAS; Landscape and Visual Appraisal prepared by Scarp dated July 2017; Arboricultural Method Statement prepared by Arbtech dated 20 March 2018; Arbtech TPP 01 Phase 2 B; Arbtech TPP 01 Phase 1 B; Arbtech AIA 01 B; Letter from Rolfe Judd dated 23 March 2018; Design and Access Statement prepared by Prime Meridian dated 15 Dec 2017

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

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

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

Condition(s) and Reason(s):

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

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

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

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

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

Site location plan (343.36/PLA06)

Existing drawings: 343.36/: PLA01; PLA02 A; PLA03; PLA04; PLA05 A;

Proposed drawings: 343.36/; PLA13 A; PLA14 A; PL A 21 A; PL A 20 B; PLA 22 A; PLA 23 A

Supporting documents: Tree Survey prepared by Arbtech dated 12 October 2017; Basement Impact Assessment prepared by Heyne Tillett Steel dated 15/12/2017; Planning statement prepared by Rolfe Judd dated Dec 2017; Historic environment assessment prepared by MOLA dated November 2017; Written Scheme Of Investigation prepared by MOLA dated 13/12/2017; BREEAM Pre-Assessment prepared by Hoare LEA dated 19.12.2017; Construction management plan pro forma dated 20/11/2017; Drainage Strategy & Flood Risk Assessment Report prepared by Heyne Tillett Steel dated 13/12/2017; Preliminary Ecological Appraisal Survey prepared by Arbtech dated 18/10/2017; Energy and Sustainability Statement prepared by Hoare LEA dated 19/12/2017; Heritage Statement prepared by the Heritage Advisory dated Dec 2017; Pre-application letter prepared by GLAAS; Landscape and Visual Appraisal prepared by Scarp dated July 2017; Arboricultural Method Statement prepared by Arbtech dated 20 March 2018; Arbtech TPP 01 Phase 2 B; Arbtech TPP 01 Phase 1 B; Arbtech AIA 01 B; Letter from Rolfe Judd dated 23 March 2018; Design and Access Statement prepared by Prime Meridian dated 15 Dec 2017

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

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

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

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

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

- 5 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the arboricultural report, method statement and tree protection plans ref. Arbtech TPP 01 Phase 01 rev. b and Arbtech TPP 01 Phase 02 rev. b dated 20th March 2018 by Jon Hartley of Arbtech Consulting Limited. 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 BS5837:2012 and with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 7 Bats or breeding birds protocol

During demolition works, site clearance and development, all contractors shall be aware of the potential for roosting bats or breeding birds in buildings, trees and other vegetation. A formal protocol shall be adopted which sets out the steps to be taken in the event that a bat or bats is /are found during the demolition works or breeding birds. Work shall cease if bats or their roosts are identified and the applicant shall apply for, and obtain, a European Protected Species Licence and submit proof of this to the local planning authority before work recommences. In addition a method statement shall be submitted detailing features to be retained and added to site to maintain and replace roost and foraging features on the site. Should breeding birds be found, then works shall cease and a qualified ecologist shall assess the situation and if required an appropriate exclusion zone shall be implemented around it until the young have fledged.

Reason: In order to safeguard protected and priority species, in accordance with the requirements of the London Plan (2016) and policy A3 of the London Borough of Camden Local Plan 2017.

- 8 Prior to the commencement of above ground works, full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks (including grading, mounding and other changes in ground levels) and details of at least 4 replacement trees and an arboricultural method statement and a 3 year post-relocation maintenance plan for the relocation of T9, T25 and T26. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 10 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (2016) and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 11 Lighting Strategy

Prior to the commencement of use, a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. Such strategy shall provide details of all external lighting fixtures and fittings and shall demonstrate how their design, location and specification has taken account of community safety and security and reducing light spillage. The development shall not be occupied until the relevant approved details have been implemented. These works shall be permanently retained and maintained thereafter.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to ensure community safety and to conserve biodiversity by minimising light pollution in accordance with the requirements of policy D1, D2, C5, A1 and A3 of the London Borough of Camden Local Plan 2017.

- 12 For any land that is included within the Written Scheme of Investigation (WSI) prepared by MOLA dated 13/12/2017 hereby approved, no demolition or development shall take place other than in accordance with the approved WSI, which includes the statement of significance and research objectives, and

A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B.The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI

Reason: Important archaeological remains may exist on this site. Accordingly the Local planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

- 13 Prior to commencement of any works on site, details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 14 Pupil capacity

The pupil capacity of Channing Junior School shall not exceed 350 pupils.

Reason: To ensure that the development would not increase pressure on the transport network in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017 and Policy 6.3 of the London Plan March 2016.

- 15 Sustainable urban drainage

The sustainable drainage system as per the approved Drainage Strategy & Flood Risk Assessment Report prepared by Heyne Tillett Steel dated 13/12/2017 shall be designed in detail and installed as part of the development to accommodate greenfield levels of runoff (maximum 5 litre/sec). The drainage system shall be maintained in strict accordance with all manufacturer's recommendations.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 16 The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of Basement Impact Assessment prepared by Heyne Tillett Steel dated 15/12/2017 hereby approved, including but not limited to the monitoring requirements in section 3.3 and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

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

An inventory of all NRMM shall be kept on site during the course of the demolition, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment until the development is completed.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 18 Air Quality Monitoring

No development shall take place until full details of at least two real time particulate 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 details of what pollutants are being monitored, their threshold limits and what measures would be taken should exceedances be detected. The monitors shall be installed 3 months prior to the development taking place and must be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, D1 and CC4 of the London Borough of Camden Local Plan 2017.

- 19 Dust and Pollutant Management

A) Prior to demolition works commencing a dust and pollutant management plan shall be submitted to and approved in writing by the Local Planning Authority for a management scheme whose purpose shall be to control and minimise emissions of pollutants from and attributable to the demolition of the development.

B) Prior to construction works commencing; a dust and pollutant management plan shall be submitted to and approved in writing by the Local Planning Authority for a management scheme whose purpose shall be to control and minimise emissions of pollutants from and attributable to the construction of the development.

This shall include a risk assessment and a method statement in accordance with the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance. The scheme shall set out the measures, which can, and will, be put in place. The dust and pollutant management plan must provide details for the following:

- " Site hoarding
- " Wheel washing methods and equipment to be used
- " Dust suppression methods and equipment to be used
- " Bonfire policy
- " Confirmation if a mobile crusher or bucket crusher will be used on site and related authorisations to use such equipment
- " Site plan identifying location of site entrance, exit, wheel washing, hard standing hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors

The details and measures in the dust and pollutant management plans thus approved must be fully implemented at all times.

Reason: To safeguard the amenity of the area and protect local air quality, ensuring the impact of the development on air quality is mitigated and exposure to air pollution is reduced in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan 2017 and Policy 7.14 of the London Plan.

Informative(s):

- 1 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).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, 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.
- 3 You are reminded that all relevant licenses should be sought through Camden Network management Team.

4 Air Quality Monitoring

Real time data from the monitors secured by condition 18 should be made available to the Local Planning Authority if requested.

5 Non-Road Mobile Machinery

The records required to be kept on site (which details proof of emission limits for all equipment) referred to by condition 17, should be made available to local authority officers if requested.

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.

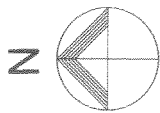
Yours faithfully

Supporting Communities Directorate

DECISION

Annex 2

plan of the Property



RKS HILL
 DEVA PATMON
 Alex
 19

Rev	Description	Date	Initial
A			

Second Floor T 020 7484 3522 The Priory, Drygall Rd T 01749 34 86 99
 28A Gorton Street F 020 7484 3523 Shipton Mallet F 01749 34 86 77
 London W1F 7QZ Somerset BA4 9HS
www.prime-meridian.co.uk

PRIME MERIDIAN
 ARCHITECTS AND STRUCTURAL ENGINEERS

Date: 11.12.17
 Scale: 1:1250@A3
 Drawn:
 Client: CHANNING SCHOOL

Project: FAIRSEAT
 NEW HALL & CLASSROOMS
 Title: SITE LOCATION PLAN
 No. 343.36/PLA06

Annex 3

Travel Plan

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

10 OCTOBER

2018

(1) "CHANNING HOUSE" INCORPORATED HIGHGATE

and

(2) LLOYDS BANK PLC

and

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

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

**Channing Junior School
1 Highgate High Street
London
N6 5JR**

**pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 111 of the Local Government Act 1972**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.830 (final)