

DATED 7TH NOVEMBER 2018

(1) SHORTS GARDENS LLP

and

(2) THE ROYAL BANK OF SCOTLAND 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

60-70 (EVEN) SHORTS GARDENS AND 14 TO 16 (EVEN) BETTERTON STREET,
LONDON WC2H

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; and
Section 1(1) of the Localism Act 2011

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Legal/JL/1800.435
vFINAL

THIS AGREEMENT is made the 7th day of November 2018

BETWEEN:

1. **SHORTS GARDENS LLP** (LLP. Regn. No. OC316410) whose registered office is at 4th Floor, 7-10 Chandos Street, London W1G 9DQ (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND (Scot. Co. Regn. No SC90312)** whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose address for service is Credit Documentation, PO Box 339, Manchester M60 2AH (hereinafter called "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 NGL870094 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 A planning application for the Development of the Property was submitted to the Council and validated on 20 April 2017 and the Council resolved to grant permission conditionally under reference number 2017/2204/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.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL870094 and dated 8 May 2006 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 (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 Deferred Contribution"	the sum of £301,994 (three hundred and one thousand nine hundred and ninety four pounds) 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	"Agreed Viability Appraisal"	The viability appraisal prepared for the Owner by James R Brown & Co Ltd dated August 2017 and subject to review by the Council's consultants BPS Chartered Surveyors on 21 September 2017, 19 October 2017 and 07 December 2017 including the further costing commentary provided by Geoffrey Barnett Associates dated 29 November 2017
2.5	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.6	"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
2.7	"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
2.8	"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	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at paragraph 4.31 of Camden Planning Guidance: Basements – March 2018 (as may be amended) and shown as figure 11 in such guidance
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 Commercial Units"	the units with the Development for use within Use Class B1/ A1/ A3/ A4/ D1 and D2 (as defined in the Town & Country Planning (Use Classes) Order 1987) but not including the Venue
2.13	"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
2.14	"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
2.15	"Construction Management Plan"	a plan 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

		<p>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> <ul style="list-style-type: none">a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;b) proposals to ensure there are no adverse effects on the Conservation Area featuresc) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);e) the inclusion of a waste management
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		<p>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 as required from time to time</p>
2.16	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.17	"the Construction Phase"	<p>the whole period between:-</p> <p>(a) the Implementation Date; and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes any demolition works</p>
2.18	"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
2.19	"Detailed Basement Construction Plan"	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development in accordance

with the requirements of Local Plan policy A5 (Basements) and the Council's planning guidance "Camden Planning Guidance – Basements" dated March 2018 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 and put in place by the Owner with the objective of maintaining the structural stability of the Property and neighbouring properties with such plan to build on the Basement Impact Assessment (plus appendices) by Fluid Structures (ref: 24509 rev P3) submitted with the Planning Application and the Basement Impact Assessment audit report produced by Campbell Reith dated November 2017 (ref. 12466-86 rev F1) and to include the following key stages:-

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:-

(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 ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(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

(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;

(i) reasonable endeavours to access and

		<p>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 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>
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		<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 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);</p> <p>(vii) a written response to each of the outstanding elements within Appendix 2 of the Basement Impact</p>
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Assessment Audit report produced by
Campbell Reith dated November 2017
(ref. 12466-86 rev F1) and,

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,
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.
5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed

		<p>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 shall respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that in the Council's reasonable consideration of the information provided further to clause 2.19(2)(vii) above there remain any significant omissions or deficiencies and a further technical assessment is required to resolve any issues then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment.</p>
2.20	"the Development"	<p>The refurbishment, extension and alteration of 60-70 Short Gardens and 14-16 Betterton Street to provide a two storey roof extension to both properties and introduce new mezzanine areas and bring the vacant basement back into use within Shorts Gardens, in order to provide a mix of B1/A1/A3/D1/D2/C3 uses, with associated refuse provision, cycle storage and plant and a substation on the ground floor of Shorts Gardens as shown on:</p> <p>drawing numbers: (Prefix: 498_PL_) 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037 Rev1, 038 Rev1, 039 Rev2, 040 Rev1, 041 Rev1, 042 Rev1, 043 Rev1, 044 Rev2,</p>

		<p>045 Rev2, 046, 047, 048 Rev1, 049, 050, 051, 052, 053 Rev1, 054, 055, 056 Rev1, 057 Rev2, 058 Rev1, 059 Rev1.</p> <p>Supporting documents: Draft Construction Management Plan (plus appendices) prepared by Hush Pmc (dated Apr17), Covering Letter prepared by NLP (dated Apr17), Daylight and Sunlight Assessment (plus appendices) prepared by GIA(ref.3070), Venue Management Plan prepared by Span Group (dated 11/04/2017), Waste Management Plan prepared by Watermans (ref. WIE10452-100-R-2-2-3-WMP), Service Management Strategy prepared by Watermans (ref. WIE10452-100-R-4-2-3-SMP), Transport Statement prepared by Watermans (ref. WIE10452-100-R-1-2-3-TS), Framework Travel Plan prepared by Watermans (ref. WIE10452-100-R-3-2-3-FTP), Energy and Sustainability Statement prepared by Cundall (ref. 1014196-RPT-SU002 rev B), External Air Quality Monitoring Survey Report prepared by Green Air Monitoring (dated Feb 17), Heritage Impact Assessment (plus appendices) prepared by NLP (dated Apr17), Planning Statement prepared by NLP (dated Apr17), Plant Impact Assessment prepared by RBA Acoustics (ref. 7431/PNA rev 1), Acoustic Assessment Report prepared by RBA Acoustics (ref. 7431/AAR rev 1), Statement of Community Involvement prepared by Quatro (dated Apr17), Basement Impact Assessment (plus appendices) prepared by Fluid Structures (ref. 24509 rev P3), Response letter to initial BIA audit prepared by Fluid Structures (dated 07/09/17), BIA Preliminary Investigation Report prepared by Soiltechnics (ref. STM1234T-P01), BIA Screening Report prepared by Soiltechnics (ref. STP3953A-BIA Rev 2), Viability Report prepared by James.R.Brown Ltd (dated Aug 17), Independent Viability Review prepared by BPS (dated 21.09.17), Response letter to initial Viability Review audit prepared by James.R.Brown Ltd (dated 02.10.17)</p>
2.21	"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 4.10 of this Agreement.
2.22	"the Energy Efficiency and Renewable Energy Plan"	a strategy setting out a package of measures to be adopted by the Owner in the management of

		<p>the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) the incorporation of the measures set out in the submission document entitled Energy and Sustainability Statement prepared by Cundall (ref: 1014196-RPT-SU002 rev B) to achieve an overall 48% reduction in CO2 emissions beyond the Part L 2013 baseline; b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant; d) 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/or 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; e) measures to secure a post construction review of the Development by an
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		<p>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>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>
2.23	"the Highways Contribution"	<p>the sum of £23,390.19 (twenty three thousand three hundred and ninety pounds and nineteen pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>a) remedial works to the footways directly adjacent to the site;</p> <p>b) reinstating the footway in place of the 3 redundant vehicular crossovers into site;</p> <p>c) the relocation of lamp column (on the Shorts Gardens elevation);</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>
2.24	"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
2.25	"King's Cross Construction Centre"	the Council's skills construction training centre providing advice and information on finding work in the construction industry
2.26	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.27	"Local Procurement Code"	the code annexed as the Second Schedule hereto
2.28	"Occupation Date"	the date when any part of the Development is occupied for the purposes permitted by the Permission, and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.29	"the Parties"	mean the Council the Owner and the Mortgagee
2.30	"the Pedestrian Cyclist and Environmental Contribution"	the sum of £35,171.53 (thirty five thousand one hundred and seventy one pounds and fifty three pence) (being the sum of £125,171.53 less the sum of £90,000 previously paid by the Owner to the Council for works to the highway pursuant to

		<p>the agreement under Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980 dated 8 May 2008 as varied by a Supplemental Agreement dated 25 March 2013, each made between the Owner (1) The Royal Bank of Scotland Plc as mortgagee (2) and the Council (3) in respect of the development permitted pursuant to planning permission reference number APP/X5210/A/08/2089789/NWF as varied by permission number 2012/1533/P) 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 to include the following:-</p> <ul style="list-style-type: none"> a) creating a raised table at Drury Lane / Betterton Street; b) improvements for pedestrians on Shorts Gardens including widening of the footway / narrowing of the carriageway; and c) cycle parking.
2.31	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 20 April 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2204/P subject to conclusion of this Agreement
2.32	"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
2.33	"the Planning Permission"	a planning permission granted for the Development in the form of the draft annexed hereto
2.34	"the Property"	the land known as 60-70 (Even) Shorts Gardens and 14 to 16 (Even) Betterton Street, London, WC2H 9BU the same as shown edged in red on the plan annexed hereto
2.35	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.36	"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
2.37	"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
2.38	"Residential Units"	the four residential units forming part of the Development
2.39	"the Surety"	any bank or other financial institution or solicitor as may be nominated by the Owner and approved in writing by the Council for the purposes of holding the Affordable Housing Deferred Contribution on terms that ensure the full amount of any sum payable under clause 4.1 of this

		Agreement will be paid to the Council
2.40	"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 Energy and Sustainability Statement prepared by Cundall (ref: 1014196-RPT-SU002 rev B)</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a 55% very good rating and attaining at least 66% of the credits in Energy 75% credits in Water and 46% of the credits in Materials categories;</p> <p>(c) 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>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p>

		<p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</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>
2.41	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport to be based on the draft supplied with the Planning Application and incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Third 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 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; and</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>
2.42	"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
2.43	"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
2.44	"Unit of Accommodation"	an individual flat, office unit or other unit of accommodation comprised in the Development or created in fitting out the Development for use
2.45	"Venue"	means accommodation at basement and ground floor (including mezzanine spaces) of 60-72 Shorts Gardens forming part of the Development for use within Use Class D1 or D2 (as defined in the Town & Country Planning (Use Classes) Order 1987) and ancillary A3/A4 uses
2.46	"Venue Management Plan"	<p>the plan to be based on the submission document entitled Venue Management Plan by Span Group dated 11 April 2017 setting out the package of measures to be adopted by the Owner and approved by the Council for the management and operation of the Venue to ensure it is operated in a safe, efficient and sustainable manner and will not cause disturbance to neighbouring residents and people in the vicinity of the Development to include inter alia the following requirements:</p> <ul style="list-style-type: none"> a) provisions to control persons arriving at the Development and an effective dispersal policy to ensure the safe and quiet movement of people from the area in order to minimise disturbance to neighbours and people in the vicinity of the Development and to mitigate against anti-social behaviour; b) the details of location and management of any smoking area to ensure mitigation of anti

		<p>social behaviour</p> <p>c) proposals to integrate public safety and security measures within the local area including joint working with London Underground, British Transport Police and the Metropolitan Police on security and policing within the Development and in the vicinity of the Development including proposals in the event of emergency;</p> <p>d) proposals for co-ordinating any CCTV system installed within the Development with other local CCTV systems such integration to include a method for the Owner the Council and Metropolitan Police to have access to the digital feed from each others' cameras in accordance with any Data Protection Act requirements;</p> <p>e) provision for the appointment of a Venue Management 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) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;</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>
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2.47	"the Venue Management Plan Co-ordinator"	<p>an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Venue Management Plan and be responsible for the coordination, implementation, reporting and review of the Venue Management Plan with a view to securing an ongoing process of continuous improvement</p>
2.48	"Viability Update Assessment"	<p>an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-</p> <ul style="list-style-type: none"> (i) be presented using the same model as the Agreed Viability Appraisal or such other model as agreed by the Council in writing; and (ii) be based on the same assumptions including the same percentage developer's return on gross development value (15.84%) as the Agreed Viability Appraisal or such alternative assumptions and percentages as agreed by the Council in writing; and (iii) be based on the actual sales values or rental levels achieved on the first sale or lettings of the accommodation comprised in the Development (subject to sub-clauses 2.48 (b) and (c)) <p>with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-</p>

		<ul style="list-style-type: none"> (a) a copy of the Agreed Viability Appraisal; (b) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development; (c) evidence confirming that the sales and lettings of the accommodation forming part of the Development were arm's length third party bona fide transactions and not:- <ul style="list-style-type: none"> (i) designed to reduce the revenue received from sales and lettings of the accommodation forming part of the Development; (ii) confined to transactions between the Owner and subsidiary companies of the Owner; (iii) transactions between the Owner and its employees; or (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner; <p>ALWAYS PROVIDED THAT the Council is notified of any units where the requirements of clauses 2.48(c)(i) to 2.48(c)(iv) above are not met and FURTHER PROVIDING THAT where any discount or incentive was applied to such sale or letting, the Council is notified of the amount of such discount or cost of such</p>
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		<p>incentive, and the Owner's opinion of the full market value prior to applying any such discount or incentive to be substituted for the terms agreed with such connected party;</p> <p>(d) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;</p> <p>(e) details of any grant funding received in relation to the Development;</p> <p>(f) any further information the Council acting reasonably requires PROVIDED that the Council shall comply with any relevant data protection legislation</p>
2.49	"Viability Update Deficit"	a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £16,430,000
2.50	"Viability Update Surplus"	a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £16,430,000

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 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property

from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 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 4.4 for all relevant purposes.
- 3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 The Council shall use reasonable endeavours to give its decision as to whether it approves or wishes to question or challenge any one or more of the constituent parts of any document submitted for approval within 40 working days after a request for approval is made. and if the Council wishes to question or challenge

such document the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

- 3.11 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner or any party deriving title from the Owner having an interest in any Unit of Accommodation in respect of which it considers a breach has occurred of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action and agrees that the obligations in this Agreement shall only be enforceable against the Owner or any party deriving title from the Owner to the extent that they relate to matters within the control of the party having the interest it holds or the Unit of Accommodation that it owns or occupies at the relevant time.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING REVIEW**

- 4.1.1 The Parties agree that notwithstanding the following subclauses of this clause 4.1, the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution in full.
- 4.1.2 To submit the Viability Update Assessment to the Council for approval in writing within 20 working days after the date of issue of the Certificate of Practical Completion
- 4.1.3 Upon the issue of the approval of the Viability Update Assessment, the Council will provide to the Owner the following:-

- (a) a certificate specifying the sum ("the Council's Assessment costs") reasonably and properly expended by the Council in assessing the Viability Update Assessment; and
- (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of clause 4 of this Agreement as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement.

- 4.1.4 If the Council's Assessment costs exceeds the payment of £5,000 made under clause 2.48 (d) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.1.5 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.1.6 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.
- 4.1.7 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.
- 4.1.8 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.1.9 Not to:-
- (a) complete on the sale or lease or permit Occupation of more than two of the Residential Units comprised in the Development until

the Viability Update Assessment has been submitted to the Council;

- (b) complete on the sale or lease or permit Occupation of more than three of the Residential Units comprised in the Development until either it has been agreed or determined that the Viability Certified Sum is zero or the Viability Certified Sum is paid and the Council has confirmed receipt in writing;

4.1.10 ALWAYS PROVIDED the limits on Occupation in clause 4.1.9 of this Agreement shall not apply if the following occurs:

- (a) payment has been made under clause 4.1.1; or
- (b) the full amount of the Affordable Housing Deferred Contribution has been paid to either:
 - i) the Council to hold on account; or
 - ii) the Surety on terms as approved by the Council in writing which approval shall not be unreasonably withheld or delayed if the Surety undertakes to hold the sum pending the issue of the Certificate referred to in clause 4.1.3(b) and to pay from such sum the amount certified as the Viability Certified Sum to the Council and any balance to the Owner, and the Owner having paid to the Council its legal costs incurred in approving the same;

on the basis that in the event that it is agreed or determined that a Viability Certified Sum is payable, the Council or the Surety as the case may be shall apply such sum towards payment, the balance being refundable to the Owner, and if no Viability Certified Sum is payable it may be refunded to the Owner.

4.2 USE OF APPROVED ARCHITECT

- 4.2.1 In this clause 4.2 "Approved Architect" shall mean either Stanton Williams of 36 Graham Street, London N1 8GJ or another firm of chartered architects experienced

in high quality design of buildings in locations where it is important that such design maintains a distinctive historic character of the area, and where the identity of the firm has been approved by the Council (subject to clause 3.9).

4.2.2 Unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed):-

4.2.2.1 to retain the services of an Approved Architect for the preparation of any further elements of the design of the Development, the approval of which is required under the terms of the Planning Permission provided that nothing in this sub-clause shall prevent the Owner from changing the Approved Architect;

4.2.2.2 to carry out the construction of the Development in accordance with the designs prepared by the Approved Architect and approved by the Council pursuant to the Planning Permission (or such amendments to such final design as may be agreed in writing with the Council), 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.

4.3 **BASEMENT APPROVAL IN PRINCIPLE**

4.3.1 on or prior to the Implementation Date to submit the Basement Approval in Principle Application; and pay to the Council the Basement Approval in Principle Contribution

4.3.2 Not to Implement or permit Implementation of any part of the Development until such time as:

(a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

(b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.4 **CAR FREE**

- 4.4.1 To ensure that prior to occupying any unit forming part of the Development each new employee or resident or occupier of the Development 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay;
 - b) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
 - c) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.4.2 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 Residents Parking Permit to park a vehicle in a Residents Parking Bay or a Business Parking Permit to park a vehicle in a Business Parking Bay or be 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), and in the event of breach of this clause the Council may forthwith cancel any parking permit issued.
- 4.4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in clause 4.4.1 and 4.4.2 in this Agreement shall continue to have effect in perpetuity.
- 4.4.4 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) that in are affected by the Owner's obligation in clauses 4.4.1 and 4.4.2 of this Agreement.

4.5 **CONSTRUCTION MANAGEMENT PLAN**

4.5.1 On or prior to the Implementation Date to:

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

4.5.2 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.

4.5.3 The Owner acknowledges and agrees that the Council will not approve any element of 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.

4.5.4 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.

4.6 **DETAILED BASEMENT CONSTRUCTION PLAN**

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

- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.

4.7 **EMPLOYMENT AND TRAINING PLAN**

- 4.7.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.7.2 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.
- 4.7.3 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

4.8 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.8.2 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.

4.8.3 Not to Occupy or permit Occupation of the relevant part of the Development (being the Residential Units the Commercial Units or the Venue as the case may be) 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 that part of the Development.

4.8.4 Following the Occupation Date to the Owner shall manage the Development and not Occupy the Development otherwise than in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event of any breach by the Owner, tenant or occupant of a Unit of Accommodation shall forthwith comply with any reasonable requirement of the Council to remedy any breach which relates to that Unit of Accommodation.

4.9 **HIGHWAYS WORKS**

4.9.1 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.

4.9.2 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.

4.9.3 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.

4.9.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works together with (upon written request) a breakdown detailing how the Highways Contribution has been spent.

4.9.5 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed in a timely manner and as soon as possible after completion of the Development and the Council shall use its reasonable endeavours to achieve that aim.

4.9.6 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.

4.9.7 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.10 **LOCAL EMPLOYMENT**

4.10.1 The Owner shall procure that its contractor works 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) 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
- (e) 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.

4.10.2 The Owner shall ensure that at all times during the Construction Phase no less than 4 (four) construction and/or non-construction apprentices shall be employed at the Development always ensuring the apprentices shall:-

- (i) each be recruited through the Kings Cross Construction Centre or the Council's Economic Development Team or an apprentice training agency as agreed with the Council as part of the Employment and Training Plan;
- (ii) employed by the Developer, its contractors or consultants in total for an aggregate period of not less than 52 weeks (208 weeks in total) within the Development or at other sites or locations(unless otherwise agreed with the Council in writing);

- (iii) each be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and
 - (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.
- 4.10.3 The Owner shall ensure that during the Construction Phase no less than 3 (three) work placements and/or work experience opportunities are provided at the Development of not less than 2 (two) weeks to be recruited through the Kings Cross Construction Centre or the Council's Economic Development Team.
- 4.10.4 Notwithstanding the provisions in clauses 4.10.2 and 4.10.3 (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 to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 4.10.5 On or prior to the Implementation Date to pay the Council the Apprentice Support Contribution in full
- 4.10.6 Not to Implement or permit Implementation until such time as the Apprentice Support Contribution has been paid to the Council in full.
- 4.10.7 If the Owner is unable to provide the apprentices in accordance with clause 4.10.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
- (f) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
 - (g) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.11 LOCAL PROCUREMENT

- 4.11.1 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.
- 4.11.2 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.
- 4.11.3 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.
- 4.11.4 To ensure that throughout the construction of 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.
- 4.11.5 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.

4.12 MARKETING REQUIREMENT INFORMING OF NEIGHBOURING DEVELOPMENT

- 4.12.1 The Owner shall use all reasonable endeavours to ensure that prior to Occupying any part of the Development any prospective purchasers or tenants of the residential units with north east facing windows are informed by the Owner of the potential of development adjacent to the Property at 72 Shorts Gardens/ 2-12

Betterton Street London WC2H 9AH and the effect of any proposals on the expected daylight and sunlight levels of the Development.

4.13 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION

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

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

4.14 SUSTAINABILITY PLAN

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

4.14.2 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.

4.14.3 Not to Occupy or permit Occupation of the relevant part of the Development (being the Residential Units the Commercial Units or the Venue as the case may be) 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 that part of the Development.

4.14.4 Following the Occupation Date the Owner shall manage the Development and not Occupy the Development otherwise than in strict accordance with the Sustainability Plan as approved by the Council from time to time and in the event of any breach by the Owner, tenant or occupant of a Unit of Accommodation shall forthwith comply with any reasonable requirement of the Council to remedy any breach which relates to that Unit of Accommodation .

4.15 TRAVEL PLAN

4.15.1 On or prior to the Implementation Date to:-

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

4.15.2 Not to Occupy 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.

4.15.3 Following Occupation the Owner shall comply with the requirements of the Travel Plan and if any part of the Development is not being managed in accordance with the Travel Plan as approved by the Council from time to time the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy the non-compliance.

4.16 **VENUE MANAGEMENT PLAN**

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

4.16.2 Not to Occupy or permit Occupation of the Venue until such time as the Council has approved the Venue Management Plan as demonstrated by written notice to that effect.

4.16.3 After the Occupation Date of the Venue the Owner shall manage the Venue in accordance with the Venue Management Plan and shall not Occupy or permit Occupation of the Venue otherwise than in strict accordance with the Venue Management Plan as approved by the Council from time to time and in the event of any breach the Owner shall forthwith take any steps reasonably required by the Council to remedy the non-compliance.

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 2017/2204/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 provide through its Planning Obligations Monitoring Officer confirmation of compliance and 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 2017/2204/P.
- 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 2017/2204/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.
- 5.8 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 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.
- 5.11 If the Highways Contribution or the Pedestrian Cyclist and Environmental Contribution has not been used or allocated to be used by the Council in whole or in part for the purpose for which it was paid pursuant to this Agreement within eight years from Occupation (or from payment if made later) then the Council will refund the whole of that contribution or such part that has not been utilised (as the case may be) to the Owner (or the party that made the payment) within 28 days of written request to the Council to that effect.
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 2017/2204/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 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 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.

7.2 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**

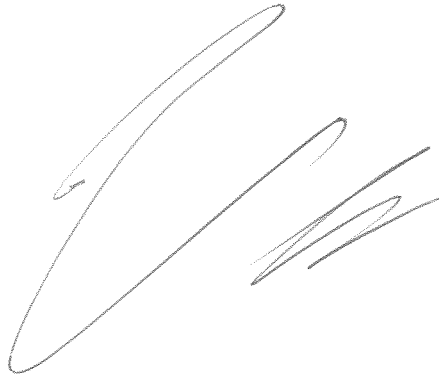
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

**EXECUTED AS A DEED BY
SHORTS GARDENS LLP
acting by its members**

and

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Member



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Member

SIGNED AND DELIVERED AS A DEED)
for and on behalf of)
THE ROYAL BANK OF SCOTLAND PLC)
by a duly authorised attorney)
in the presence of:-)

PJ Hughes

Pamela Jane Hughes

DOCUMENTOR
CREDIT DOCUMENTATION

REF 525 4176 1206

[Handwritten signature]
.....
Witness' signature - Bank employee
RICHARD SIMPSON

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

[Handwritten signature]
.....
Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

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

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

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

THE SECOND SCHEDULE 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 Camden Planning Guidance: Employment Sites and Business Premises (adopted March 2018) 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.

Lichfields
14 Regents Wharf
All Saints Street
London
N1 9RL

Application Ref: **2017/2204/P**

28 March 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
60 - 70 Shorts Gardens & 14 - 16 Betterton Street
London
WC2H

DECISION
Proposal:
The refurbishment, extension and alteration of 60-70 Short Gardens and 14-16 Betterton Street to provide a two storey roof extension to both properties and introduce new mezzanine areas and bring the vacant basement back into use within Shorts Gardens, in order to provide a mix of B1/A1/A3/A4/D1/D2/C3 uses, with associated refuse provision, cycle storage and plant and a substation on the ground floor of Shorts Gardens.

Drawing Nos: (Prefix: 498_PL_) 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037 Rev1, 038 Rev1, 039 Rev2, 040 Rev1, 041 Rev1, 042 Rev1, 043 Rev1, 044 Rev2, 045 Rev2, 046, 047, 048 Rev1, 049, 050, 051, 052, 053 Rev1, 054, 055, 056 Rev1, 057 Rev2, 058 Rev1, 059 Rev1.

Supporting documents: Draft Construction Management Plan (plus appendices) prepared by Hush Pmc (dated Apr17), Covering Letter prepared by NLP (dated Apr17), Daylight and Sunlight Assessment (plus appendices) prepared by GIA (ref.3070), Venue Management Plan prepared by Span Group (dated 11/04/2017), Waste Management Plan prepared by Watermans (ref. WIE10452-100-R-2-2-3-WMP), Service Management Strategy prepared by Watermans (ref. WIE10452-100-R-4-2-3-SMP), Transport Statement prepared by Watermans (ref. WIE10452-100-R-1-2-3-TS), Framework Travel Plan prepared by Watermans (ref. WIE10452-100-R-3-2-3-FTP), Energy and Sustainability Statement prepared by Cundall (ref. 1014196-RPT-SU002 rev B), External Air Quality Monitoring Survey Report prepared by Green Air Monitoring (dated Feb 17), Heritage Impact Assessment (plus appendices) prepared by NLP (dated Apr17), Planning Statement prepared by NLP (dated Apr17), Plant Impact Assessment prepared by RBA Acoustics (ref. 7431/PNA rev 1), Acoustic Assessment Report prepared by RBA Acoustics (ref. 7431/AAR rev 1), Statement of Community Involvement prepared by Quatro (dated Apr17), Basement Impact Assessment (plus appendices) prepared by Fluid Structures (ref. 24509 rev P3), Response letter to initial BIA audit prepared by Fluid Structures (dated 07/09/17), BIA Preliminary Investigation Report prepared by Soiltechnics (ref. STM1234T-P01), BIA Screening Report prepared by Soiltechnics (ref. STP3953A-BIA Rev 2), Viability Report prepared by James.R.Brown Ltd (dated Aug 17), Independent Viability Review prepared by BPS (dated 21.09.17), Response

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: (Prefix: 498_PL_) 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037 Rev1, 038 Rev1, 039 Rev2, 040 Rev1, 041 Rev1, 042 Rev1, 043 Rev1, 044 Rev2, 045 Rev2, 046, 047, 048 Rev1, 049, 050, 051, 052, 053 Rev1, 054, 055, 056 Rev1, 057 Rev2, 058 Rev1, 059 Rev1.

Supporting documents: Draft Construction Management Plan (plus appendices) prepared by Hush Pmc (dated Apr17), Covering Letter prepared by NLP (dated Apr17), Daylight and Sunlight Assessment (plus appendices) prepared by GIA (ref.3070), Venue Management Plan prepared by Span Group (dated 11/04/2017), Waste Management Plan prepared by Watermans (ref. WIE10452-100-R-2-2-3-WMP), Service Management Strategy prepared by Watermans (ref. WIE10452-100-R-4-2-3-SMP), Transport Statement prepared by Watermans (ref. WIE10452-100-R-1-2-3-TS), Framework Travel Plan prepared by Watermans (ref. WIE10452-100-R-3-2-3-FTP), Energy and Sustainability Statement prepared by Cundall (ref. 1014196-RPT-SU002 rev B), External Air Quality Monitoring Survey Report prepared by Green Air Monitoring (dated Feb 17), Heritage Impact Assessment (plus appendices) prepared by NLP (dated Apr17), Planning Statement prepared by NLP (dated Apr17), Plant Impact Assessment prepared by RBA Acoustics (ref. 7431/PNA rev 1), Acoustic Assessment Report prepared by RBA Acoustics (ref. 7431/AAR rev 1), Statement of Community Involvement prepared by Quatro (dated Apr17), Basement Impact Assessment (plus appendices) prepared by Fluid Structures (ref. 24509 rev P3), Response letter to initial BIA audit prepared by Fluid Structures (dated 07/09/17), BIA Preliminary Investigation Report prepared by Soiltechnics (ref. STM1234T-P01), BIA Screening Report prepared by Soiltechnics (ref. STP3953A-BIA Rev 2), Viability Report prepared by James.R.Brown Ltd (dated Aug 17), Independent Viability Review prepared by BPS (dated 21.09.17), Response letter to initial Viability Review audit prepared by James.R.Brown Ltd (dated 02.10.17)

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. Submitted details shall include elevations and sections (and where appropriate materials) at 1:10 of the following:
- a) Full details of proposed roof extensions (@1:20) including solid and perforated vertical louvres and window detail to Shorts Gardens roof extension and 'hit-and-miss' brick work and metal screen detailing to Betterton Street;
 - b) Typical windows to infill existing arched brick openings (@1:10);
 - c) Entrance doors, windows and louvres to ground floor openings on Betterton Street and entrance portico to Shorts Gardens (@1:10);
 - d) Louvered doors to replacement vent shaft building (@1:20);
 - e) Typical details of new railings and balustrade to both roof terraces (@1:10);

f) Typical replacement windows to upper floors of retained buildings (where original windows are not retained and refurbished) (@1:10);

g) Manufacturer's specification details of all proposed 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 Before the development is commenced, sample panels of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing for facing brick to the following elements shall be provided on site and approved in writing by the local planning authority:

- a) Replacement vent shaft building
- b) Betterton Street roof extension

The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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

6 The basement works 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 No basement construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level which takes account of the proposed running tunnels of the Cross Rail Project including any ground movements arising from the construction of the Cross Rail tunnels, has been submitted to and approved by the local planning authority in consultation with the relevant rail infrastructure undertaker. The development shall thereafter be carried out in accordance with the approved design and method statements.

No basement works to Shorts Gardens hereby permitted shall commenced until detailed design and construction method statements for all of the ground floor structures, foundations and basements and 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 in consultation with the relevant rail infrastructure undertaker which :-

- (a) Accommodate the proposed location of the Crossrail structures including tunnels, shafts and temporary works,
- (b) Mitigate the effects of noise and vibration arising from the operation of the Crossrail railway within the tunnels and other structures.
- (c) Mitigate the effects on Crossrail, of ground movement arising from development
- (d) Mitigate any short or long term effects on Crossrail, from such things as stray current leakage and effects from Electromagnetic Incompatibility, that might be induced by works associated with installation or decommissioning of electrical installations on the site

The development shall be carried out in all respects in accordance with the approved design and method statements. All structures and works comprised within the development hereby permitted which are required by (a) to (d) of this condition shall be completed, in their entirety, before the basement to Shorts Gardens are first occupied

Reason: To ensure that the development does not impact on existing/proposed strategic transport infrastructure in accordance with the requirements of Policies A1 and T1 of the London Borough of Camden Local Plan 2017

- 8 No basement works to Shorts Gardens hereby permitted shall be commenced until a method statement has been submitted to, and approved in writing, by the Local Planning Authority to include arrangements to secure that, during any period when concurrent construction is taking place of both the permitted development and of the Crossrail structures and tunnels in or adjacent to the site of the approved development, the construction of the Crossrail structures and tunnels is not impeded.

Reason: To ensure that the development does not impact on existing/proposed strategic transport infrastructure in accordance with the requirements of Policies A1 and T1 of the London Borough of Camden Local Plan 2017

- 9 At least 28 days before development commences:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 10 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

- 11 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

- 12 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used and showing a variation of substrate depth with peaks and troughs
 - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 13 Prior to the commencement of any use at basement levels with Shorts Gardens, a Occupancy and Use Plan detailing how the flexible A3/A4 use will operate together with the flexible restricted D1 and D2 uses shall be submitted to, and approved by the Local Planning Authority in writing. Under no circumstances shall the flexible A3/A4 uses exceed 100sqm in accordance with the approved scheme.

Reason: To ensure that the mix of uses proposed at basement levels are designed to successfully operate in tandem and to safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, A1, A4, D1, C2, C3, TC1 and TC2 of the London Borough of Camden Local Plan 2017

- 14 Prior to the first use of the premises for the A3 use hereby permitted, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, A1, A4, D1, CC1, TC1 and TC2 of the London Borough of Camden Local Plan 2017.

- 15 Prior to commencement of development (excluding demolition and site preparation works), full details of the secure long stay cycle storage areas at ground and basement levels within 14-16 Betterton Street shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of any part of the development and permanently retained thereafter.

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

- 16 Prior to the commencement of development (excluding demolition and site preparation works), details of waste storage and removal shall be submitted to and approved in writing by the local planning authority, and development shall be carried out in accordance with the approved details.

Reason: To safeguard the amenities of the neighbouring premises and the area generally in accordance with the requirements of policies A1, A4 and CC5 of the London Borough of Camden Local Plan 2017

- 17 Notwithstanding the provisions of the Schedule to the Town & Country Planning (Use Classes) Order 1987, or in any provision in any statutory instrument revoking and re-enacting that Order with or without modification, the basement, basement mezzanine, ground floor and ground floor mezzanine areas to the premises at Shorts Gardens shall only be used for uses within classes B1, flexible A3/A4 (to areas shown on approved basement plans only), or as art galleries, museums or libraries (restricted D1), or viewing cinema, seated concert venue or a members social club (restricted D2), and not for any other purpose within classes D1/D2 of that Order

Reason: In the interests of the amenity of neighbouring occupiers in accordance with policies G1, A1 and A4 of the London Borough of Camden Local Plan 2017

- 18 A minimum of 45% (265sqm) of the proposed flexible B1/restricted D1/restricted D2 uses at ground and ground floor mezzanine levels within Shorts Gardens shall be retained for office purposes (B1).

Reason: To safeguard the existing employment function of the site and ensure that the development does not result in the reduction to existing quantum of office employment space in accordance with the requirements of policies G1, E1 and E2 of the London Borough of Camden Local Plan 2017

- 19 The class D1, D2, A3 and A4 uses hereby permitted shall only be operated between the following times: Mondays-Thursdays 08.00-22.30 hrs; Fridays and Saturdays 08.00-23.30 hrs; and Sundays and Bank Holidays; 09:00 -22.30 hrs

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, A1, A4, TC1 and TC2 of the London Borough of Camden Local Plan 2017

- 20 The external terrace at third floor level to Shorts Gardens shall not be used outside of the following hours: 08:00 - 20:00 Monday - Friday and not during weekends or bank holidays.

Reason: To safeguard the privacy of the adjoining occupiers at Dudley Court and the area generally in accordance with the requirements of policies G1 and A1 of the London Borough of Camden Local Plan 2017

- 21 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 22 Prior to first occupation of the residential units:
a) sound insulation measures outlined in the approved acoustic report (ref 7431/AAR, dated 11th April 2017) shall be implemented and thereafter be permanently retained.
b) post installation noise assessment shall be submitted to the Council for approval of internal noise and vibration levels to ensure internal room amenity noise standards remain in accordance with the criteria of BS8233:2014.

Reason: To safeguard the amenities of future occupiers of the premises from noise from industrial/commercial sources in accordance with the requirements of policies G1, CC1, D1, A1, and A4 of the London Borough of Camden Local Plan 2017

- 23 Prior to use, plant equipment and any associated 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. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

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

- 24 Prior to the commencement of the use of the kitchen extract equipment, automatic time clocks shall be fitted to the equipment/machinery hereby approved, to ensure that the plant/equipment does not operate between 23:00hrs and 07:00 hrs. The timer equipment shall thereafter be permanently retained and maintained and retained in accordance with the manufacturer's recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, D1, A1, TC1, TC2 and A4 of the London Borough of Camden Local Plan 2017

- 25 All servicing shall take place in accordance with the approved serving management plan, and shall not take place outside of the following times: 08:00-20:00 Monday-Saturday, and 09:00-20:00 Sundays and bank holidays.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policies A1 and T4 of the London Borough of Camden Local Plan 2017

- 26 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, A1, A4, TC1 and TC2 of the London Borough of Camden Local Plan 2017

- 27 Prior to occupation, units at 1st - 3rd floor levels within 14-16 Betterton Street (as indicated on plan numbers hereby approved) shall be designed and constructed in accordance with Building Regulations Part M4 (2).

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 policies D1, H6 and C6 of the London Borough of Camden Local Plan 2017

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

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

- 29 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 30 Prior to occupation, the glazing to side windows to the South-Western flank elevation of 14-16 Betterton Street at 1st - 3rd floor levels shall be obscured. The obscure glazing shall be permanently retained thereafter.

Reason: In order to prevent overlooking of the neighbouring occupiers at 18-20 Betterton Street in accordance with the requirements of policies G1 and A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 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).
- 4 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.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are advised that 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.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 9 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.

Executive Director Supporting Communities

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION

