

DATED

4th January

2018/9

(1) THE WELLCOME TRUST LIMITED

and

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

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

**210 Euston Road
London
NW1 2DA**

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

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CLS/PK/1800.789 (FINAL 281118)



THIS AGREEMENT is made the 4th day of January 2018/9

B E T W E E N:

1. **THE WELLCOME TRUST LIMITED** (registered under company number 02711000) whose registered office is Gibbs Building, 215 Euston Road, London, NW1 2BE (hereinafter called "**the Owner**") of the first part

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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number LN107272 and 89353 and is interested in the Property for the purposes of Section 106 of the Act.

- 1.2 The Planning Application for the Development of the Property was submitted to the Council and validated on 12 July 2018 and the Council resolved to grant permission conditionally under reference number 2018/3309/P subject to conclusion of this legal Agreement.

- 1.3 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

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

- 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.

2. **DEFINITIONS**

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

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|-----|--|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the definition of Affordable Housing and criteria in the National Planning Policy Framework and successor documents |
| 2.3 | "this Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.4 | "AIIRP" | All Items Index of Retail Prices |
| 2.5 | "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 |
| 2.6 | "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 |
| 2.7 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.8 | "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 |

2.9 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per 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

2.10 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices and so far as reasonably practicable in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out at Annex 1 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

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

- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.11 "Construction Management Plan Implementation Support Contribution"

the sum of £3,136 (three thousand one hundred and thirty-six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.12 "the Construction Phase"

the whole period between

- (i) the Implementation Date; and
- (ii) the date of issue of the Certificate of Practical Completion.

2.13 "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

2.14 "the Development"

erection of single storey roof extension to the existing office building (Class B1) and the provision of flexible retail and leisure floorspace (Classes A1/D2) on the ground and lower floors, with associated refurbishment, elevational alterations at ground and first floor, replacement windows, installation of plant, cycle facilities and storage as shown on drawing numbers existing drawings: A - (02) - 001 rev 02, A - EX(03) - 098 rev 04, A - EX(03) - 099 rev 04, A - EX(03) - 100 rev 04, A - EX(03) - 101 rev 04, A - EX(03) - 102 rev 04, A - EX(03) - 103 rev 04, A - EX(03) - 104 rev 04, A - EX(03) - 105 rev 04, A - EX(03) - 106 rev 04, A - EX(03) - 107 rev 04, A - EX(03) - 108 rev 04, A - EX(05) - 100 rev 02, A - EX(05) - 101 rev 02, A - EX(05) - 102 rev 02, A - EX(05) - 103 rev 02, demolition drawings: A - D(03) - 098, A - D(03) - 099, A - D(03) - 100, A - D(03) - 101, A - D(03) - 102, A - D(03) - 103, A - D(03) - 104, A - D(03) - 105, A - D(03) - 106, A - D(03) - 107; proposed drawings: A - (03) - 098 rev 014, A - (03) - 099 rev 013, A - (03) - 100 rev 016, A - (03) - 101 rev 013, A - (03) - 102 rev 012, A - (03) - 103 rev 012, A - (03) - 104 rev 012, A - (03) - 105 rev 012, A - (03) - 106 rev 012, A - (03) - 107 rev 017, A - (03) - 108 rev 015, A - (04) - 100 rev 02, A - (05) - 100 rev 011, A - (05) - 101 rev 08, A - (05) - 102 rev 012, A - (05) - 103 rev 08, A - (27) - 001 rev 00, A - (31) - 001 rev 02, A - (31) - 002 rev 02, A - (31) - 003 rev 02, A - (31) - 004 rev 00, A - (31) - 005 rev 00, A - (31) - 006 rev 00, A - (31) - 007 rev 00, A -

(40) - 004 rev 00, SK-050 rev P01; documents: Planning statement dated July 2018, Design and access statement dated July 2018, Heritage & Townscape Impact Appraisal dated June 2018, Travel plan statement dated June 2018, Transport statement dated June 2018, Planning sustainability statement Issue 2 dated June 2018, Energy strategy Issue 1 dated June 2018, Air quality assessment dated June 2018, Plant and Machinery Specifications document dated 4 July 2018, Environmental Noise Survey and Plant Noise Assessment Report ref 25451/PNA1 dated 28 June 2018, Daylight & Sunlight Report dated June 2018, cover letter dated 10 July 2018, Construction Management Plan dated 29 June 2018

2.15 "the Highways Works Contribution"

the sum of £7,443.61 (seven thousand four hundred and forty-three pounds and sixty-one pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to remove the crossover on the Public Highway at Stephenson Way;
- (ii) to repair any damage to the footway on the Public Highway adjacent to the Development at Stephenson Way; and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any

responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

- 2.16 "Housing-in-lieu Contribution" the sum of £162,540 (one hundred and sixty-two thousand five hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
- 2.17 "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
- 2.18 "King's Cross Construction Skills Centre" the Council's flagship skills construction training skills centre providing advice and information on finding work in the construction industry
- 2.19 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.20 Local Employment and Training Plan a plan to be prepared by the Owner containing the provisions specified under Clauses 4.5 (Local Employment and Training) and 4.6 (Local Procurement) of this Agreement
- 2.21 "Local Procurement Code" the code annexed to Annex 4 hereto
- 2.22 "Occupation Date" the first date when any part of the Development is occupied and excludes occupation by personnel for the purposes of fitting out and the phrases "Occupy",

“Occupied” and “Occupation” shall be construed accordingly

- 2.23 “the Parties” the Council and the Owner
- 2.24 “the Planning Application” a planning application in respect of the development of the Property submitted to the Council and validated on 2018/3309/P for which a resolution to grant permission has been passed conditionally under reference number 2018/3309/P subject to conclusion of this Agreement
- 2.25 “Planning Obligations Monitoring Officer” a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at clause 6.1 hereof
- 2.26 “the Planning Permission” a planning permission granted for the Development substantially in the draft form at Annex 2 hereto
- 2.27 “the Property” the land known as 210 Euston Road, London, NW1 2DA the same as shown edged red on the plan at Annex 3 hereto
- 2.28 “the Public Highway” any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.29 “the Travel Plan” a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following so far as reasonably practicable: -
- (i) The travel plan the elements set out at Annex 5

hereto;

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

2.30 "the Travel Plan
Monitoring Contribution"

the sum of £3,216 (three thousand two hundred and sixteen 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

2.31 "the Travel Plan
Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the

Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

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

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

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" Development in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council (in respect of the Development only) as follows:-

4.1 **CAR FREE**

4.1.1 To ensure that prior to Occupying the Development each new 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 Business Parking Permit to park a vehicle in a Business Parking Bay;
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council

4.1.2 Not to Occupy or use (or permit the occupation or use of) any part of the Development at any time during which the occupier holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of

the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

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

4.2.2 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.

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

4.2.4 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 reasonable steps required to remedy such non-compliance.

4.2.5 Following any approval by the Council of the draft Construction Management Plan pursuant to clause 4.2.1(ii) hereof the Council may (at its sole discretion) approve a revised draft Construction Management Plan and in such event clauses 4.2.3 and 4.2.4 hereof shall apply to the revised Construction Management Plan

4.3 HIGHWAYS WORKS

4.3.1 On or prior to the Implementation Date to:-

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

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

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

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

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

4.3.5 If the Certified Sum exceeds the Highway Works Contribution then the Owner shall within twenty-one (21) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.6 If the Certified Sum is less than the Highway Works Contribution then the Council shall within twenty-one (21) days of the issuing of the said certificate pay to the Owner the difference between the Highways Contribution and the Certified Sum.

4.4 HOUSING-IN-LIEU CONTRIBUTION

4.4.1 On or prior to the Implementation Date to pay to the Council the Housing-in-lieu Contribution.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Housing-in-lieu Contribution.

4.5 LOCAL EMPLOYMENT AND TRAINING

Local Employment and Training Plan

4.5.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.5.2 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.

Construction Phase and King's Cross Construction Skills Centre

4.5.3 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the workforce is comprised of residents of the London Borough of Camden.

4.5.4 In order to facilitate compliance with the requirements of sub-clause 4.5.3 hereof the Owner shall:

- (i) work in partnership with the King's Cross Construction Skills Centre; and
- (ii) take the following specific measures 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 King's Cross Construction Skills Centre;
 - (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - (d) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Construction Phase of the Development (with six-monthly updates) demonstrating -

- (1) those skills and employment needed through the lifetime of the programme, and
 - (2) 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
- (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 Kings Cross Construction Skills Centre and employed during the Construction Phase.

Construction Industry Apprentices

- 4.5.5 To ensure that during the Construction Phase not less than five (5) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-
- (i) recruited through the Kings Cross Construction Skills Centre;
 - (ii) employed for a period of not less than 52 weeks; and
 - (iii) paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>
- 4.5.6 To pay to the Council the Construction Apprentice Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.
- 4.5.7 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.5.8 If the Owner is unable to provide the construction industry apprentices in accordance with Clause 4.5.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
- (i) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
 - (ii) not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement) has been paid in full.

Work placements

4.5.9 To ensure that during the lifetime of the Construction Phase not less than four (4) construction or non-construction industry work placements for 14-16 years year olds shall be made available at the Development and that:-

- (i) the placements shall be made available through the Kings Cross Construction Skills Centre;
- (ii) each placement shall be for a period of not less than 2 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>

End use apprentices

4.5.10 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than 1 (one) end use apprentice always ensuring the apprentice shall be: -

- (i) recruited in liaison with the Council's Economic Development Team;
- (ii) be resident in the London Borough of Camden;
- (iii) be paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (iv) be employed on a full-time basis for at least 52 weeks;
- (v) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (vi) be supervised by a member of staff within the completed Development

4.6 LOCAL PROCUREMENT

4.6.1 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.

4.6.2 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.

4.6.3 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.

4.6.4 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.

4.7 **TRAVEL PLAN**

4.7.1 Prior to the Occupation Date to:

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

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

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

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

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/3309/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein up to a limit of £15 million in aggregate save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2018/3309/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full

amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2018/3309/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

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

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the AIIIRP figure last published by the Office of National Statistics at the date hereof is the denominator ("X") and the last AIIIRP figure published before the date such payment or application is made ("Y") less the last published AIIIRP 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 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner 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.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, 2nd Floor, 5 Pancras Square, London NIC 4AG quoting the planning reference number 2018/3309/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

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

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

IN WITNESS WHEREOF this letter was executed as a deed and delivered the day and year first before written.

Executed as a deed by
THE WELLCOME TRUST
LIMITED (as trustee of the Wellcome Trust) acting by
its attorney under a power of
attorney dated 1 June 2018
in the presence of:

)
)
)
)
)
)

Lishan Patel

[Signature]
.....
Witness Signature

C. Sexton
.....
Witness Name

215 Euston Rd
.....
Address

NW1 2BE
.....
Occupation

Property Administration Assistant

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

R. Alexander
.....
Authorised Signatory



ANNEX 1

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



ANNEX 2

Draft planning permission



GVA
65 Gresham Street,
London
EC2V 7NQApplication Ref: **2018/3309/P**

12 December 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 AGREEMENTAddress:
210 Euston Road
London
NW1 2DA

DECISION

Proposal: Erection of single storey roof extension to the existing office building (Class B1) and the provision of flexible retail and leisure floorspace (Classes A1/D2) on the ground and lower floors, with associated refurbishment, elevational alterations at ground and first floor, replacement windows, installation of plant, cycle facilities and storage.

Drawing Nos:

Existing drawings: A - (02) - 001 rev 02, A - EX(03) - 098 rev 04, A - EX(03) - 099 rev 04, A - EX(03) - 100 rev 04, A - EX(03) - 101 rev 04, A - EX(03) - 102 rev 04, A - EX(03) - 103 rev 04, A - EX(03) - 104 rev 04, A - EX(03) - 105 rev 04, A - EX(03) - 106 rev 04, A - EX(03) - 107 rev 04, A - EX(03) - 108 rev 04, A - EX(05) - 100 rev 02, A - EX(05) - 101 rev 02, A - EX(05) - 102 rev 02, A - EX(05) - 103 rev 02,

Demolition drawings: A - D(03) - 098, A - D(03) - 099, A - D(03) - 100, A - D(03) - 101, A - D(03) - 102, A - D(03) - 103, A - D(03) - 104, A - D(03) - 105, A - D(03) - 106, A - D(03) - 107.

Proposed drawings: A - (03) - 098 rev 014, A - (03) - 099 rev 013, A - (03) - 100 rev 016, A - (03) - 101 rev 013, A - (03) - 102 rev 012, A - (03) - 103 rev 012, A - (03) - 104 rev 012, A - (03) - 105 rev 012, A - (03) - 106 rev 012, A - (03) - 107 rev 021, A - (03) - 108 rev 020, A - (04) - 100 rev 02, A - (05) - 100 rev 011, A - (05) - 101 rev 011, A - (05) - 102 rev 017, A

- (05) - 103 rev 011, A - (21) - 001 rev 01, A - (21) - 002 rev 01, A - (21) - 004 rev 01, A - (21) - 009 rev 02, A - (27) - 001 rev 00, A - (31) - 001 rev 02, A - (31) - 002 rev 02, A - (31) - 003 rev 02, A - (31) - 004 rev 00, A - (31) - 005 rev 00, A - (31) - 006 rev 00, A - (31) - 007 rev 00, A - (40) - 004 rev 00, SK-050 rev P01.

Documents: Planning statement dated July 2018, Design and access statement dated July 2018, Heritage & Townscape Impact Appraisal dated June 2018, Travel plan statement dated June 2018, Transport statement dated June 2018, Planning sustainability statement Issue 2 dated June 2018, Energy strategy Issue 1 dated June 2018, Air quality assessment dated June 2018, Plant and Machinery Specifications document dated 4 July 2018, Environmental Noise Survey and Plant Noise Assessment Report ref 25451/PNA1 dated 28 June 2018, Daylight & Sunlight Report dated June 2018, Construction Management Plan dated 29 June 2018.

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

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

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

Condition(s) and Reason(s):

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

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

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

Existing drawings: A - (02) - 001 rev 02, A - EX(03) - 098 rev 04, A - EX(03) - 099 rev 04, A - EX(03) - 100 rev 04, A - EX(03) - 101 rev 04, A - EX(03) - 102 rev 04, A - EX(03) - 103 rev 04, A - EX(03) - 104 rev 04, A - EX(03) - 105 rev 04, A - EX(03) - 106 rev 04, A - EX(03) - 107 rev 04, A - EX(03) - 108 rev 04, A - EX(05) - 100 rev 02, A - EX(05) - 101 rev 02, A - EX(05) - 102 rev 02, A - EX(05) - 103 rev 02,

Demolition drawings: A - D(03) - 098, A - D(03) - 099, A - D(03) - 100, A - D(03) - 101, A - D(03) - 102, A - D(03) - 103, A - D(03) - 104, A - D(03) - 105, A - D(03) - 106, A - D(03) - 107.

Proposed drawings: A - (03) - 098 rev 014, A - (03) - 099 rev 013, A - (03) - 100 rev 016, A - (03) - 101 rev 013, A - (03) - 102 rev 012, A - (03) - 103 rev 012, A - (03) - 104 rev 012, A - (03) - 105 rev 012, A - (03) - 106 rev 012, A - (03) - 107 rev 021, A -

(03) - 108 rev 020, A - (04) - 100 rev 02, A - (05) - 100 rev 011, A - (05) - 101 rev 011, A - (05) - 102 rev 017, A - (05) - 103 rev 011, A - (21) - 001 rev 01, A - (21) - 002 rev 01, A - (21) - 004 rev 01, A - (21) - 009 rev 02, A - (27) - 001 rev 00, A - (31) - 001 rev 02, A - (31) - 002 rev 02, A - (31) - 003 rev 02, A - (31) - 004 rev 00, A - (31) - 005 rev 00, A - (31) - 006 rev 00, A - (31) - 007 rev 00, A - (40) - 004 rev 00, SK-050 rev P01.

Documents: Planning statement dated July 2018, Design and access statement dated July 2018, Heritage & Townscape Impact Appraisal dated June 2018, Travel plan statement dated June 2018, Transport statement dated June 2018, Planning sustainability statement Issue 2 dated June 2018, Energy strategy Issue 1 dated June 2018, Air quality assessment dated June 2018, Plant and Machinery Specifications document dated 4 July 2018, Environmental Noise Survey and Plant Noise Assessment Report ref 25451/PNA1 dated 28 June 2018, Daylight & Sunlight Report dated June 2018, Construction Management Plan dated 29 June 2018.

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

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

- a) Details including sections at a scale of 1:10 of new roof storey, ventilation grills and external doors and canopies.
- b) Details including sections at a scale of 1:10 of the ventilation grill and external doors to the ground floor of the rear elevation.
- c) Details including sections at a scale of 1:10 of the ground and first floor of the front elevation and ground floor shop fronts
- d) Manufacturer's specification details or samples (as appropriate) of all facing materials

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

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

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

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.

- 5 No music or amplified sound shall be played on the roof terraces at any time.

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

- 6 The use of the third, fourth, fifth, sixth and seventh floor terraces to the rear of the building hereby permitted shall be restricted to the following times and will not be used at any other time: 8am-6pm Monday - Fridays. The aforementioned terraces shall not be used on Saturdays, Sundays and bank holidays.

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

- 7 Prior to occupation of the development, cycle parking for 202 long stay cycle parking spaces and 5 accessible cycle parking spaces shall be provided in its entirety at basement level as shown on approved drawing reference A - (03) - 098 rev 014 and permanently retained as such 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.

- 8 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(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 facade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Policy A4 of the Camden Local Plan 2017.

- 9 Full details in respect of the green roofs and planters in the areas indicated on the approved floor plans (at 3rd, 4th, 7th and 8th floor level) shall be submitted to and approved by the local planning authority before the relevant part of the development commences. Details of the green roof provided shall include: species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, as well as details of the maintenance programme for the green roofs. The building shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies A1, A3, CC2, CC3 and D1 of the London Borough of Camden Local Plan 2017.

- 10 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails other than those approved as part of this application shall be fixed or installed on the external face of the buildings without the prior consent of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 of the London Borough of Camden Local Plan 2017.

- 11 Prior to first occupation of the development, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposal would have a total uplift of 334sqm, and include the conversion of ancillary space (including plant) into office as well as the introduction of 565sqm flexible retail and leisure floorspace at ground floor, lower ground and basement levels. The proposed uplift of office floorspace and the introduction of new retail and leisure use is considered appropriate in this Central London location fronting Euston Road, in accordance with policies E1, E2, TC1 and C3. The applicant has explored the possibility of providing residential floorspace on site and concluded that there are a number of constraints which would mean it would not be practical. These include difficulties with providing separate and secure entrances and cores to serve the residential units alongside the retail and office use. It would be difficult to provide good quality homes that would have well-lit habitable rooms and dual-aspect apartments. Because of the deep floorplates of the existing building and the south-facing frontage of the building onto Euston Road, it is likely that the residential units would be single aspect and north-facing. In addition, there would be limited scope to provide external areas of good-quality amenity space, and the location adjacent to Euston Road presents issues in terms of air quality and noise

disturbance. Given the constraints of the existing building, its commercial use and the character of the surrounding area, the Council accepts that on-site residential use would not be suitable in this instance. As such, a payment in lieu is considered acceptable. A payment of £22,260 would be required in lieu of affordable housing (shortfall in GEA x £2650 per sqm) and a payment of £140,280 would be required in lieu of market housing (shortfall in GEA x £700 per sqm) to give a total payment of £162,540.00.

The proposals would also comply with the policy aims of the Euston Area Plan (EAP) which states that new retail and leisure uses should be focused towards the Euston Road Central London Frontage and that a mix of employment generating and economic uses should be accommodated in the EAP area, focused around the Euston Station site, including office uses to provide a mix for institutions, corporate occupiers and small businesses.

The proposed development is considered to improve the appearance of the building and its contribution to the character of this section of Euston Road. Changes to the ground floor on the Euston Road and Stephenson's Way frontages provide a positive enhancement of the pedestrian experience along both of these routes. The views provided demonstrate that the impact of the additional storey is limited and not considered to be harmful. There are no harmful impacts on adjacent heritage assets. As such the proposals are considered to accord with Policies D1 (Design) and D2 (Heritage) of the Local Plan, and policy EAP 2 of the Euston Area Plan.

The introduction of planters to the sides of the external terraces would prevent unacceptable levels of overlooking of the adjacent student accommodation. The development would also introduce new east-facing windows at the setback seventh floor level; however, these would be located over 20m away from the nearest windows at 200 Euston Road. As a guide, Camden Planning Guidance CPG1 recommends a distance of at least 18m between directly overlooking neighbouring windows to preserve residential amenity. A daylight report confirms to the council's satisfaction that the proposals would not have a harmful impact on neighbouring light levels, and the Council's Environmental Health Officer has reviewed the proposals and supporting noise assessment, and confirmed that provided the mitigation measures outlined are installed, the total level of plant noise at the nearest noise sensitive residential receptor will comply with the Council's plant noise criterion of 10dBA below background levels.

- 2 As such, the development would not result in detrimental impacts on the amenity of neighbouring residential properties in terms of loss of light, privacy, or noise disturbance and would be in accordance with policies A1 and A4.

The Council's Transport Planners have confirmed the proposed development is considered acceptable in transport terms subject to a section 106 agreement securing car-free development, Local Level Travel Plans (and associated Implementation Support Contribution of £3,216), Construction Management Plan (and associated Implementation Support Contribution of £3,136) and a Highways Contribution of £7443.61. These contributions are required to cover the costs of assessing, reviewing and monitoring the Travel Plan and CMP and to repair any

construction damage to transport infrastructure or landscaping and reinstate all affected transport network links, road and footway surfaces at the developer's expense. 202 long stay cycle parking spaces and 5 accessible spaces will be provided in the basement cycle store, formerly the basement car park. The space would be accessed via a dedicated cycle lift from the ground floor access from the rear of the building on Stephenson Way. The installation of the cycle parking will be secured by condition. Servicing arrangements will remain as existing.

An open space contribution would not be required in this instance as the floorspace uplift would not exceed 1000sqm. Green roofs are proposed across a number of floors, details of which will be secured by condition. Due to the location of the works, the proposals would not impact any nearby trees.

CO2 emissions would be reduced by using a highly efficient building envelope with high efficiency mechanical and electrical services, along with air source heat pumps in connection with photovoltaic cells. As a result the development would result in a reduction in CO2 emissions of 37.9% over the Building Regulations 2013 compliant baseline scheme. The renewable energy technologies are predicted to achieve a 32.56% CO2 reduction. Details of the PV panels will be secured by condition.

The uplift in office floorspace, the refurbishment of the office, and the construction of the scheme, all give an opportunity to support local employment and training. As such, an Employment, Skills and Local Supply Plan will be secured by S106.

No objections have been received prior to the determination of the application. The planning history of the site and surrounding area has been taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the nearby listed buildings and their settings or any features of special architectural or historic interest which they possess under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act [ERR] 2013.

As such, the proposed development is in general accordance with policies H2, H4, E1, E2, A1, A4, D1, D2, C3, C5, C6, CC1, CC2, CC3, CC4, TC2, T1, T2, T4 and DM1 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2018.

- 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 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. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £16,700.00 (334sqm (GIA uplift) x £50 per sqm for the Mayor's CIL and £15,030.00 (334sqm x £45 Zone A Office CIL tariff) for the Camden CIL. This amount is an estimate based on the information submitted in your planning application. 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.
- 6 Any scaffolding or hoarding required to be installed to the front elevation may require separate licenses with TfL. Please see <https://www.tfl.gov.uk/info-for/urban-planning-and-construction/highway-licences> for more information.
- 7 Please ensure TfL are consulted should the development works continue after May 2020.
- 8 It is imperative that road safety measures are considered and preventative measures delivered through the construction and operational phases of the development. TfL encourages the use of contractors who are registered under silver membership on the FORS system and would welcome a commitment by the applicant to this scheme outlined in the EMP. Please see: <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>
- 9 All vehicles associated with the clearance and construction must only park/ stop at permitted locations and within the time periods permitted by existing on-street restrictions.
- 10 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.

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

Executive Director Supporting Communities

DRAFT

DECISION



ANNEX 3

Plan of the Property





DO NOT SCALE THIS DRAWING

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.

TateHindle Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

----- SITE BOUNDARY

Lisvanley

00	Stage 3 Issue	25-06-18	VS
01	Planning Issue	26-06-18	VS
02	Issue for Planning	03-07-18	VS
Rev	Description	Date	Checked

Status

For Planning

Client

Wellcome Trust

Project

210 Euston Road

Drawing

Proposed Site Plan

Scale	Drawn	Date	Checked
1 : 1000@A1	NT	02/05/18	Checker
Project no.	Org	Revision	
15077	A - (02) - 001	02	

tatehindle

TateHindle Architects
 1 Lindsey Street T 020 7332 4850
 Smithfield mail@tatehindle.co.uk
 London EC1A 9HP www.tatehindle.co.uk



ANNEX 4

Local Procurement Code

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

2.2 Actions and Responsibilities of Sub-Contractors

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

- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

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

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

ANNEX 5

Travel Plan

PART I: Components of the Travel Plan

The Travel Plan so far as reasonably practicable will be a basis for promoting sustainable travel to and from the Property.

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

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

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

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

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

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

- 2. Taxis and Minicabs**

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including an initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

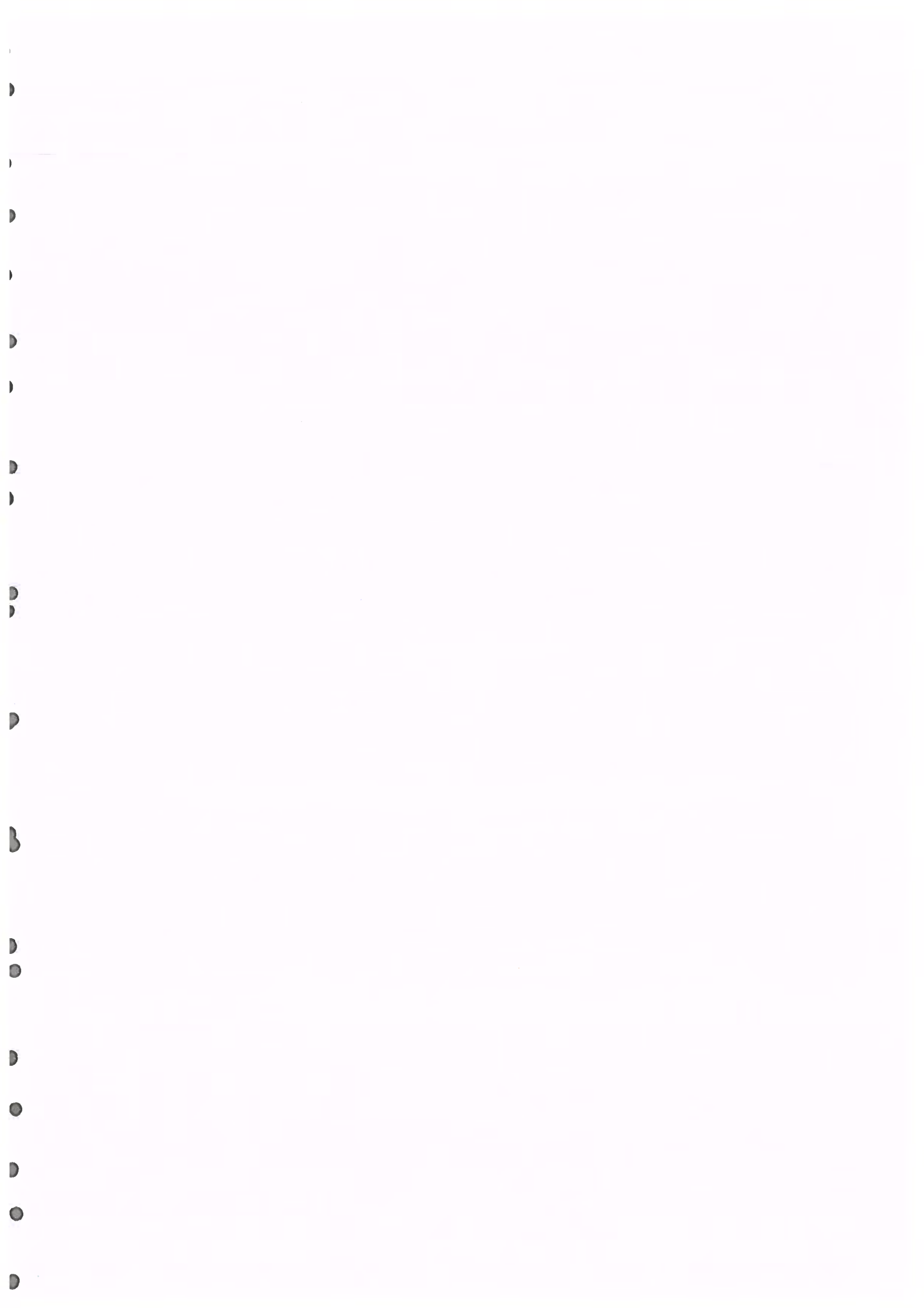
This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.



DATED

4th January 2018/9

(1) THE WELLCOME TRUST LIMITED

and

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

AGREEMENT
relating to land known as

**210 Euston Road
London
NW1 2DA**

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







