

DATED 15 JANUARY 2017

(1) WORKSPACE 14 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
12-14 Greville Street London EC1N 8SB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) ; Section 16 of the Greater London Council (General Powers)
Act 1974; Section 111 of the Local Government Act 1972;
Section 1(1) of the Localism Act 2011; and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1781.774

THIS AGREEMENT is made the 15th day of January 2019

BETWEEN:

- i. **WORKSPACE 14 LIMITED** (Co. Regn. No. 5834831) whose registered office is at Canterbury Court, 1-3 Brixton Road, London SW9 6DE (hereinafter called "the Owner") of the first part
- ii. **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 Numbers 378639, NGL755911 and NGL755912, and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 25 February 2016 and the Council resolved to grant permission conditionally under reference number 2016/1091/P subject to conclusion of this legal Agreement.
- 1.3 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.
- 1.4 As local highway authority the Council considers the Highways Works to be of public benefit.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Rent" an affordable rent for the Jewellery Workspace to be calculated by the Owner based on 20% less than mean average figures for B1(c) of the Use Classes Order market rents paid by jewellery sector tenants occupying equivalent B1(c) workshop space in the Hatton Garden area over the preceding 12 month period and:
- (i) The Owner will provide the rental rate proposed for the first tenants to occupy units in the Jewellery Workspace prior to marketing of these units along with evidence of how the rental rate has been calculated to the Council for approval Provided That if the Council does not approve the rental rate within 14 days of receipt of the figure and supporting evidence, the proposed rental rate shall be deemed to be approved by the Council;
 - (ii) On all subsequent lettings of units in the Jewellery Workspace, the Owner shall provide evidence of how the rent level for such units has been calculated to the Council on written request.
- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.4 "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 Property and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter

2.5 "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

2.6 "the Burland Category of Damage"

an industry recognised category of structural damage as specified at para 3.25 of Camden Planning Guidance: Basements (as may be amended) and shown in the Fourth Schedule annexed hereto

2.7 "Carbon Offset Contribution"

the sum of £3,816 (three thousand eight 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 towards off-site carbon reduction measures in the vicinity of the Development

2.8 "the Certificate of

Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.9 "the Construction Apprentice Default Contribution"

the sum of £7,000 (seven thousand pounds) per construction apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision as herein PROVIDED THAT where the Construction Apprentice Support Contribution has been paid in relation to an apprentice, the sum of the Construction Apprentice Default Contribution shall be reduced by the amount of the Construction Apprentice Support Contribution paid

2.10 "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 the apprentices

2.11 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule 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 the 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;
- (ii) proposals to ensure the protection and preservation of the adjoining listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);

- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

2.12 "the Construction Management Plan Implementation Support Contribution"

the sum of £7,565 (seven thousand five hundred and sixty five 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

2.13 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.14 "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

2.15 “Crossrail”

means the rail link authorised by the Crossrail Act 2008 and providing a rail link from Reading in the west through to Essex and Kent in the east

2.16 “the Crossrail Contribution”

the sum of £82,461 (eighty two thousand four hundred and sixty one pounds) being the amount calculated in accordance with the Crossrail SPG towards the cost of implementing Crossrail to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be transferred on by the Council in event of receipt to TfL to be used towards the cost of implementing Crossrail

2.17 “the Crossrail SPG”

means the document entitled Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail and the Mayoral Community Infrastructure Levy published by the Mayor of London in April 2013 (updated March 2016)

2.18 “Detailed Basement
Construction Plan”

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural

stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment by Geotechnical & Environmental Associates (GEA) dated December 2017 submitted with the Planning Application 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 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 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);

(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;

(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;

(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertake 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;

(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);

(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring

continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(vii) amelioration and monitoring measures of construction traffic including procedures for coordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.

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 Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Basement Design 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.
6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any reasonable costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.19 "the Development"

demolition of existing building at No. 14 Greville Street, partial demolition of No.12-13 Greville Street involving the retention of the façade of nos.12 & 13; works to enlarge existing basement(s); erection 5-storey buildings for office (B1a), jewellery workshop (B1c) and retail use (A1); alterations to retained façade and

fenestration as shown on the site location plan and drawing numbers:-

(Existing)

01 Rev.P0, 05 Rev.P0, 10 Rev. P1, 11 Rev. P1, 12 Rev. P0, 13 Rev. P0, 14 Rev. P0, 15 Rev. P0, 16 Rev. P0,

20 Rev.P0, 30 Rev.P0, 31 Rev.P0, 32 Rev.P0,

(Demolition floor plans)

50 Rev.P0, 51 Rev.P0, 52 Rev.P0, 53 Rev.P0, 54 Rev.P0, 55 Rev.P1, 56 Rev.P1,

(Proposed)

110 Rev. P4, 111 Rev. P3, 112 Rev. P0, 113 Rev. P0, 114 Rev. P0, 115 Rev. P2, 116 Rev. P2,

120 Rev.P2, 121 Rev.P1, 130 Rev.P2, 131 Rev.P2, 132 Rev.P0

(Supporting Documents)

Daylight & Sunlight Report ref. 1411 (Waldrams) dated 5/2/16, Planning statement and heritage and townscape assessment (Montagu Evans) dated February 2016, Framework Workplace Travel Plan (Motion) dated 15/2/16, Transport Statement (Motion) dated 15/2/16, Statement of community involvement (Quatro) dated February 2015, Sustainability statement (xco2 Energy) dated February 2016, Energy statement (xco2 Energy) dated November 2015, Air quality assessment (xco2 Energy) dated January 2016, Acoustic Report ref. 4322 (WBM) dated 23rd

February 2016, Historic environment assessment ref. NGR 531407 181740 (Mola) dated 3/2/16, Desk Study and Basement Impact Assessment Report (Geotechnical & Environmental Associates -GEA) dated February 2016, SK101 version A dated 2/2/16, SK100 dated 7/12/15, SK102 version B by Price and Myers (dated 2/2/16) Draft Construction Management Plan undated by Steve Devlin, Basement Impact Assessment Report (GEA) dated May 2017, Basement Impact Assessment Report Issue 4 (GEA) dated December 2017, Construction Method Statement ref. 23327 Version 5 (Price & Myers) dated February 2018, Basement Impact Assessment Audit (Campbell Reith) dated February 2018 ref. 12466-22 Revision: F1.

2.20 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.4 of this Agreement through (but not be limited to) the following:-

- a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- b) to ensure a Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;

- c) to ensure the provision of 2 construction apprentices;
- d) make provision during the Construction Phase for no less than 2 work placements (with no less than 2 work placements for 14-16 years year olds);
- e) commit to following the Local Procurement Code

2.21 "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 the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

(a) the incorporation of the measures set out in the submission document entitled "Energy Statement – 12-14 Greville Street" produced by XCO2 Energy and dated November 2015 to achieve a 31.4% reduction in CO2 emissions beyond the Part L 2013 baseline;

(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 26% in carbon emissions in relation to the Property using a combination of

complementary low and zero carbon technologies;

(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

(e) details of decentralised energy network future proofing;

(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM 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;

(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the

Property (including but not limited to photographs, installation contracts and full As-Built NCM 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

(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.22 "the Existing Building"

the building located on the site at the date of this agreement

2.23 "the Highways Contribution"

the sum of £14,993 (fourteen thousand nine hundred and ninety three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property as are required directly as a result of the Development ("the Highways Works") and shall comprise the following:-

(a) remedial works to the Public Highway required as a direct result of the Development; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development;

all works will be subject to final measure 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 undertakers costs

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 save for any works of site clearance service diversions soil investigation and archaeological testing decontamination the erection of temporary hoardings and fences or haul roads any temporary works or any works to the highway and any other analogous preparatory works and references to "Implementation" and "Implement" shall be construed accordingly

2.25 "Jewellery Retail Space"

the 96.1 m² floorspace (GIA) to be provided at the Property as part of the Development (as identified hatched on plan 2 annexed to this Agreement) and subject to clause 4.13.4 to be retained throughout the life of the Development to be used exclusively for purposes relating to the local jewellery trade within Class A1 of the Use Classes Order

2.26 "Jewellery Workspace"

the 261.1 m² floorspace (GIA) at the Property identified hatched on plan 3 annexed to this Agreement and to be retained throughout the life of the Development and subject to clauses

4.14.7 and 4.14.8 to be used exclusively by occupying jewellery sector tenants for purposes relating to the local jewellery trade within Class B1(c) of the Use Classes Order and at all times the Owner must meet the following minimum requirements:

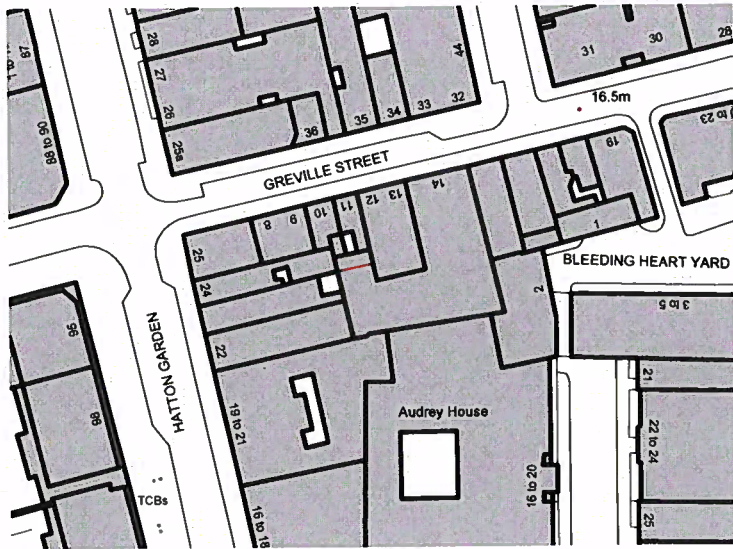
- a) The provision of the accommodation to be to shell and core level with the following additional specification:
 - i) The provision of durable floor covering over the entire Jewellery Workspace;
 - ii) The provision of lighting, heating energy supply, painted walls and ceilings, telephone sockets and WCs on every floor; and
 - iii) To ensure the standard is suitable for the intended jewellery occupiers
- b) If the above is not provided a rent free period must be offered to any jewellery sector tenants in lieu

2.27 "Jewellery Contribution"

the sum of £158,862 (one hundred and fifty eight thousand eight hundred and sixty two 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 to support the jewellery sector

2.28 "Jewellery Workspace Marketing Plan"

a plan setting out a package of measures to be adopted by the Owner in marketing the Jewellery Workspace within a clear 12 month period commencing on the date of approval of the plan by the Council and to include:



Notes:
 1) All dimensions to be checked on site.
 2) Do not scale from this drawing.

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Plan 1

P0	Planning	29.01.16
Rev	Issue	Date

Frost Architects

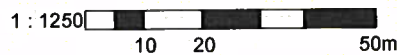
PROJECT
 12 - 14 Greville Street
 EC1N 8SB

DRAWING
 Location Plan

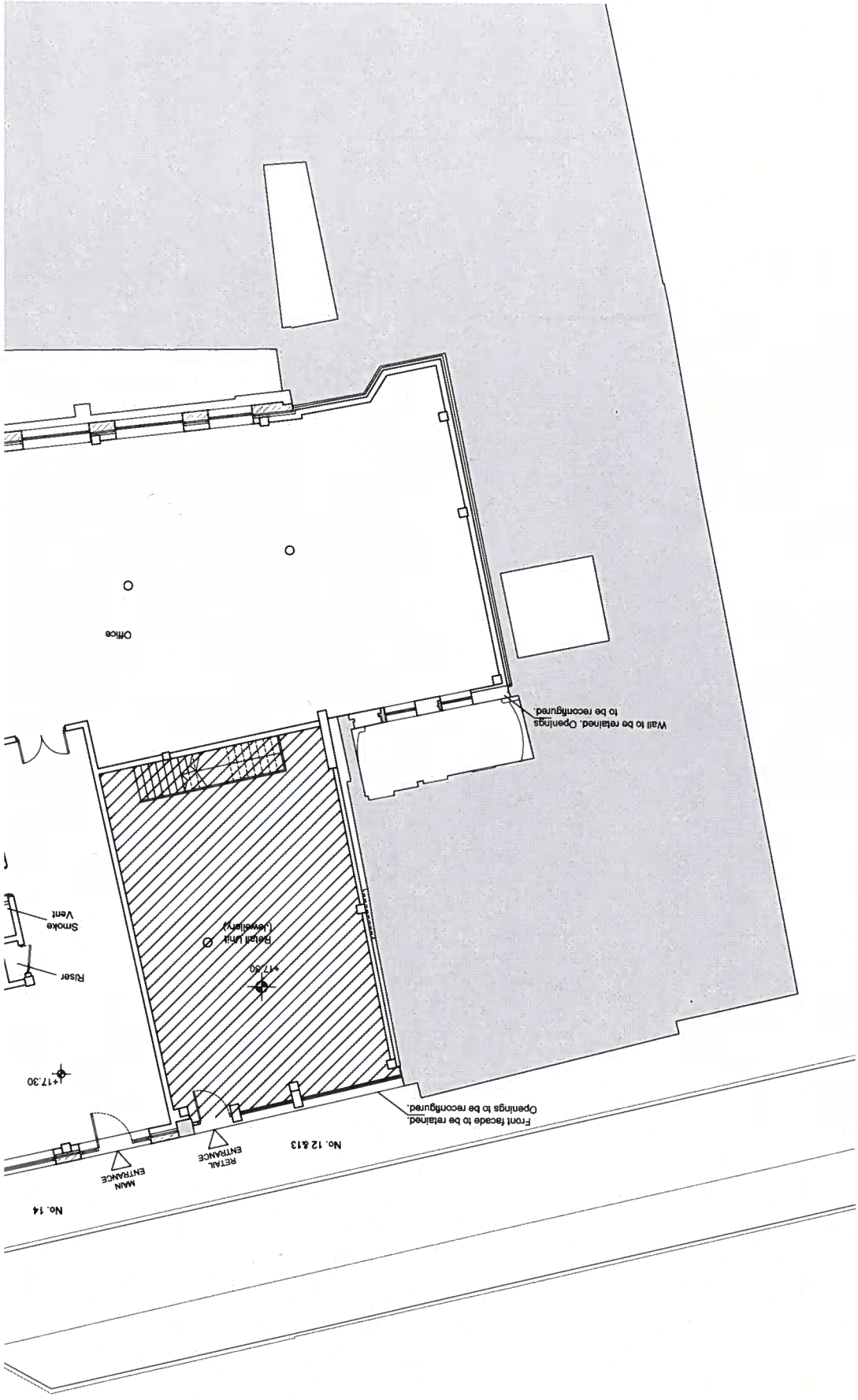
Status	PLANNING	
SCALE	1:1250	SIZE A4
	DRAWN BY	EQH

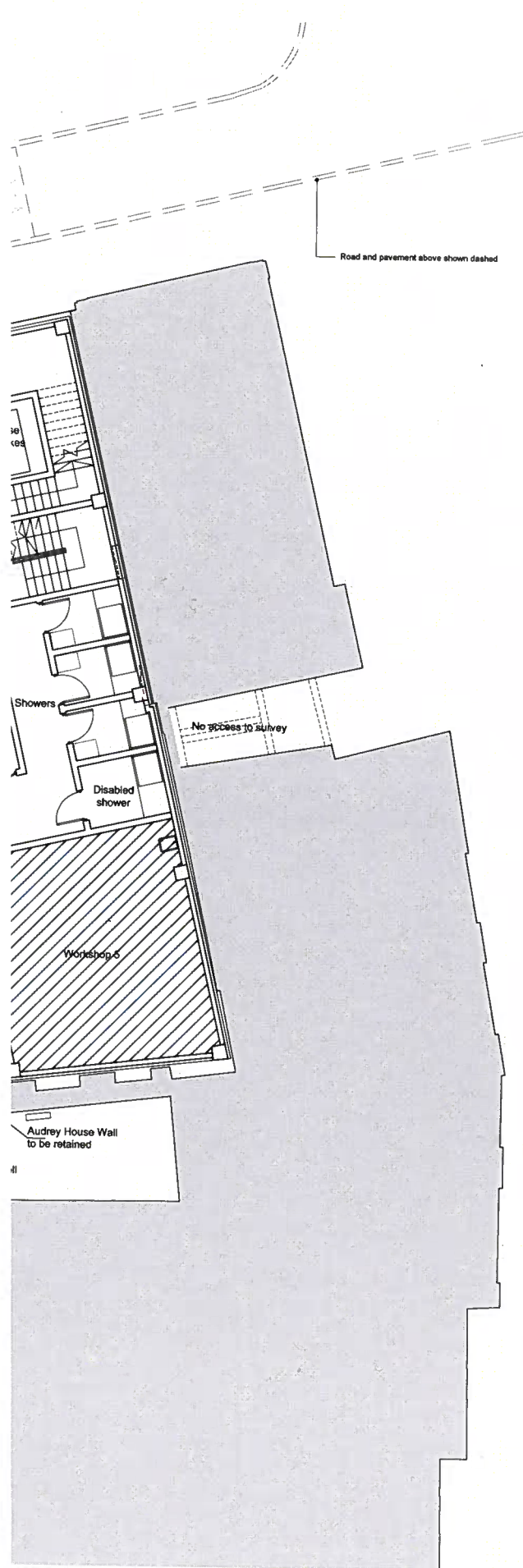
PROJECT NO.	DRAWING NO.	REV.
15229	01	P0



Location Plan
 SCALE 1:1250




Proposed Ground Floor Plan







 CWP MS
 Plan 3


 +00.00 Level

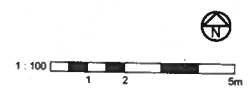
P5	Section 106	04.12.18
P4	General amendment	16.05.18
P3	Road and pavement above indicated	10.05.18
P2	Escape route amended	13.03.18
P1	Cycle Store amendment	20.06.16
P0	Planning	10.02.16
Rev	Issue	Date

Frost
Architects

PROJECT
 12 - 14 Greville
 Street
 EC1N 8SB

DRAWING
 Proposed Basement
 Floor Plan

Status PLANNING		
SCALE	SIZE	REV
1:100	A1	
DRAWN BY		EQH
PROJECT NO.	DRAWING NO.	REV.
15229	110	P5



- a) The marketing particulars and specification of the Jewellery Workspace to be offered at Affordable Rent;
- b) Details of how and where the Jewellery Workspace will be marketed;
- c) While the Jewellery Workspace is unoccupied by a tenant or tenants to prepare a report at four month intervals from the date of commencement of the marketing report (with the Owner to inform the Council of the date in writing) with details of the marketing efforts made by the Owner in accordance with the approved Jewellery Workspace Marketing Plan during the previous four months to market the Jewellery Workspace to secure a suitable tenant AND such details to be submitted to the Council's Planning Monitoring Officer on the three occasions at 4, 8 and 12 month intervals during the agreed 12 month marketing period OR until such time that a suitable tenant for the Jewellery Workspace is secured by the Owner

2.29 "King's Cross
Construction Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.30 "the Level
Plans"

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

2.31 "Local Procurement Code"

the code annexed to the Second Schedule hereto

- 2.32 "Neighbouring Properties" the neighbouring properties known as 11 Greville Street, 15-16 Greville Street, 19-21 Hatton Garden, 22 Hatton Garden, 23 Hatton Garden, 24 Hatton Garden , 2 Bleeding Heart Yard and Audrey House – 16-20 Ely Place
- 2.33 "Occupation Date" the date when any part of the Development is occupied but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction fitting out commissioning advertising marketing security or management of land for parking and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.34 "the Parties" mean the Council and the Owner
- 2.35 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/1091/P subject to conclusion of this Agreement
- 2.36 "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
- 2.37 "the Planning

- Permission"** a planning permission granted for the Development substantially in the draft form annexed hereto at the Fifth Schedule
- 2.38 "the Property"** the land known as 12-14 Greville Street London EC1N 8SB the same as shown edged red on plan 1 annexed hereto
- 2.39 "the Public Highway"** any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.40 "Satisfactory Post-Completion Review"** means in relation to:
(a) the Energy Efficiency and Renewable Energy Plan, a review which confirms that all measures set out in the Energy Efficiency and Renewable Energy Plan approved by the Council have been incorporated into the Property;
(b) the Sustainability Plan, a review which confirms that all measures set out in the Sustainability Plan approved by the Council have been incorporated into the Property; and
(c) the Detailed Basement Construction Plan, a review which confirms that all measures set out in the Detailed Basement Construction Plan approved by the Council have been incorporated into the Property
- 2.41 "the Sustainability Plan"** a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

(a) achieve the targets set out in the submission document entitled "Sustainability Statement

– 12-14 Greville Street” produced by XCO”
Energy and dated February 2016

- (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 an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (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;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (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

- (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

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

2.43 "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

2.44 "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:-

- (a) the elements set out in the Third Schedule hereto;
- (b) 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;

- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (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
- (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;
- (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

2.45 "the Use Classes Order"

means the Town and Country Planning (Use Classes) Order 1987 as amended

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 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.

4.1.2 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.

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

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

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has

approved the Level Plans.

- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.7 Subject to clauses 10.4 and 10.5, the Owner shall within 14 days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 EMPLOYMENT AND TRAINING PLAN

- 4.3.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.3.2 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.
- 4.3.3 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.

4.4 LOCAL EMPLOYMENT

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

- a) 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;
- b) 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;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for Construction Phase (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
- d) 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.

4.4.2 The Owner shall ensure that during the Construction Phase no less than 2 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks or until the date of Certificate of Practical Completion is issued if this is earlier and unless the apprentice decides to leave the apprenticeship themselves; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;

4.4.3 The Owner shall ensure that during the Construction Phase of the Development no less than 2 work placements and/or work experience opportunities are provided at the Development.

4.4.4 Notwithstanding the provisions in clauses 4.4.1 - 4.4.3 (above) of this Agreement, during the Construction Phase the Owner shall use reasonable endeavours to

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.

4.4.5 To pay to the Council the Construction Apprentice Support Contribution for each apprentice employed on or prior to the date each apprentice commences employment.

4.4.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.4.2 of this Agreement for reasons demonstrated to the reasonable satisfaction of the Council it shall:

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

4.4.7 For a period of two years following the Occupation Date of the Development the Owner shall ensure that two work experience placements of a minimum of two weeks each are provided each year (unless otherwise agreed in writing with the Council) and the Owner shall ensure that each work experience placement shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) 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>;
- (d) be employed on a fulltime basis for at least 2 consecutive weeks; and
- (e) be supervised by a member of staff within the completed Development

4.5 LOCAL PROCUREMENT

4.4.1 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.

4.4.2 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.

4.4.3 To ensure that 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 CARBON OFFSET CONTRIBUTION

4.6.1 Prior to the Implementation Date (and in this case demolition shall not constitute Implementation) to pay to the Council the Carbon Offset Contribution.

4.6.2 Not to Implement or to permit Implementation (other than demolition) until such time as the Council has received the Carbon Offset Contribution.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.7.1 On or prior to the Implementation Date (and in this case demolition shall not constitute Implementation) to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.7.2 Not to Implement nor permit Implementation (other than demolition) until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.7.3 Prior to Occupation of the Property the Owner shall submit a post-completion review to the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.7.4 The Owner shall not Occupy or permit Occupation of the Property unless and until the Council has approved the post-completion review submitted pursuant to clause 4.7.3 PROVIDED THAT where the post-completion review is a Satisfactory Post-Completion Review and the Council does not provide confirmation that such review is

approved within 14 days of receipt then the Owner shall be able to Occupy the Property.

4.7.5 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied

4.8 SUSTAINABILITY PLAN

4.8.1 On or prior to the Implementation Date (and in this case demolition shall not constitute Implementation) to submit to the Council for approval the Sustainability Plan.

4.8.2 Not to Implement nor permit Implementation (other than demolition) until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.8.3 Prior to Occupation of the Property the Owner shall submit a post-completion review to the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.8.4 The Owner shall not Occupy or permit Occupation of the Property unless and until the Council has approved the post-completion review submitted pursuant to clause 4.8.3 PROVIDED THAT where the post-completion review is a Satisfactory Post-Completion Review and the Council does not provide confirmation that such review is approved within 14 days of receipt then the Owner shall be able to Occupy the Property.

4.8.5 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Sustainability Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the

Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.9 THE TRAVEL PLAN

4.9.1 On or prior to Occupation to:-

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

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

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

4.9.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Travel Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.10 BASEMENT APPROVAL IN PRINCIPLE

4.10.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.10.2 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.

4.11 CROSSRAIL CONTRIBUTION

4.11.1 On or prior to the Implementation Date to pay to the Council the Crossrail Contribution;

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Crossrail Contribution.

4.12 JEWELLERY CONTRIBUTION

4.12.1 On or prior to Implementation to pay to the Council the Jewellery Contribution;

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Jewellery Contribution.

4.13 JEWELLERY RETAIL SPACE

4.13.1 On or prior to the Occupation Date to ensure that the Jewellery Retail Space is practically complete and available for letting for purposes.

4.13.2 Not to Occupy the Development unless/until the Jewellery Retail Space is practically complete and available for letting for purposes.

4.13.3 Subject to clause 4.13.4 not to Occupy the Jewellery Retail Space other than for purposes relating to the local jewellery trade within Class A1 of the Use Classes Order.

4.13.4 In the event that the Owner has used reasonable endeavours but is unable to find a tenant for the Jewellery Retail Space after 6 months of marketing, the Owner may submit details of the marketing it has undertaken to the Council and in the event that

the Council is satisfied (acting reasonably) (as evidenced by written notice to that effect) that the Owner has used reasonable endeavours to find a tenant but has been unable to do so, then the Council shall permit the use of the Jewellery Retail Space to be any use falling within Class A1 of the Use Classes Order.

4.14 JEWELLERY WORKSPACE MARKETING PLAN

4.14.1 Not to Occupy or permit Occupation of the Development until the Jewellery Workspace Marketing Plan has been submitted to and approved by the Council as demonstrated by written notice to that effect.

4.14.2 Following the approval of the Jewellery Workspace Marketing Plan in accordance with clause 4.14.1 above, the Owner shall market the Jewellery Workspace in accordance with the approved Jewellery Workspace Marketing Plan to ensure subject to clause 4.14.7 that the Jewellery Workspace is Occupied as Jewellery Workspace.

4.14.3 Not to Occupy or permit Occupation of any other part of the Development unless the Jewellery Workspace is available to let in accordance with the Jewellery Workspace Marketing Plan.

4.14.4 Subject to clause 4.14.7 and 4.14.8 the Jewellery Workspace shall be used for the lifetime of the Development for no other purpose than as Jewellery Workspace (and in particular shall not be used for any purpose within Class B1 of the Use Classes Order).

4.14.5 Subject to clauses 4.14.7 and 4.14.8 not to Occupy or permit Occupation of any part of the Jewellery Workspace other than as the Jewellery Workspace.

4.14.6 The Jewellery Workspace shall be let at the Affordable Rent for the lifetime of the Development.

4.14.7 In the event that the Owner has complied with the requirements of the Jewellery Workspace Marketing Plan but after 12 months is unable to find a tenant for any unit within the Jewellery Workspace, the Council shall permit the use of such unit within the Jewellery Workspace to be any use falling within B1 of the Use Classes Order.

4.14.8 In the event that the Owner has used reasonable endeavours but is unable to find a tenant for any unit within the Jewellery Workspace after 6 months of marketing such unit (which is after the initial letting), the Owner may submit details of the marketing it has undertaken to the Council, and in the event that the Council is satisfied (acting reasonably) (as evidenced by written notice to that effect) that the Owner has used reasonable endeavours to find a tenant but has been unable to do so, then the Council shall permit the use of such unit within the Jewellery Workspace to be any use falling within Class B1 of the Use Classes Order.

4.15 DETAILED BASEMENT CONSTRUCTION PLAN

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

4.15.2 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.

4.15.3 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 a 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.

4.15.4 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.

4.15.5 Prior to Occupation of the Property the Owner shall submit a post-completion review to the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in

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

4.15.6 The Owner shall not Occupy or permit Occupation of the Property unless and until the Council has approved the post-completion review submitted pursuant to clause 4.15.5 PROVIDED THAT where the post-completion review is a Satisfactory Post-Completion Review and the Council does not provide confirmation that such review is approved within 14 days of receipt then the Owner shall be able to Occupy the Property.

4.15.7 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied

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 2016/1091/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation PROVIDED THAT (for the avoidance of doubt) such payments shall not be required in relation to the approvals, certificates or notices referred to in clause 4 hereof which are provided by the Planning Obligations Monitoring Officer and not subject to the payment of any fee).
- 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 2016/1091/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 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 2016/1091/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village 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.

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 quoting the Planning Permission reference number 2016/1091/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 The Owner and its successors in title or any person deriving title from them shall not 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 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 The obligations contained in this Agreement shall not be binding upon or enforceable against:

- 6.9.1 any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services; and
- 6.9.1 the individual occupiers of the units within the Development.

7. **RIGHTS OF THIRD PARTIES**

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

8. **MORTGAGEE EXEMPTION**

- 8.1 Any mortgagee or chargee from time to time of the whole or part of the Property shall incur no liability to perform any covenants or obligations under this Agreement unless it becomes a mortgagee in possession or successor in title in which case it too will be bound by such covenants and obligations as if it were a person deriving title from the Owner.

9. **DISPUTE RESOLUTION**

- 9.1 Where any matter the subject of this Agreement shall be in dispute the Parties shall use their reasonable endeavours to resolve the same and either Party may, if the dispute remains unresolved after 28 days, refer the same for determination by an expert with a minimum of 10 years experience in the relevant field (the "Expert") who shall be agreed upon by the parties but in default of such agreement within 28 days of such dispute arising such appointment shall be referred to the President for the time being of the RICS.
- 9.2 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement shall be referred to the decision of the Expert.
- 9.3 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties.

9.4 The terms of reference of the Expert shall include the following:

9.4.1 the Expert shall call for representations from the Parties within 21 days of a reference to him under this Agreement and require the Parties to exchange representations within this period;

9.4.2 the Expert shall allow the Parties 14 days from the expiry of the period referred to under sub-clause 9.4.1 above to make counter representations;

9.4.3 any representations or counter representations received out of time may be disregarded by the Expert;

9.4.4 the Expert shall provide the Parties with a written decision within 28 days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit; and

9.4.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

10. OBLIGATIONS OF THE COUNCIL

10.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.

10.2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Agreement which has not been expended or committed for expenditure in accordance with the provisions of this Agreement within five years of the date of receipt by the Council of such payment together with all accrued interest.

10.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement such agreement,

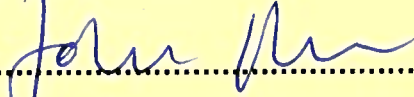
approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

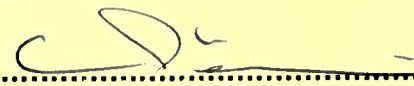
10.4 The Council shall act reasonably in determining the amount of the Certified Sum and in the event that the Certified Sum is greater than the Highways Contribution when the Council notifies the Owner of the amount of the Certified Sum pursuant to clause 4.2.6 it shall also provide a schedule setting out each element of the Highway Works and the associated cost.

10.5 In the event that the Owner does not consider that the Council has acted reasonably in determining the amount of the Certified Sum it may refer the matter to the Expert.

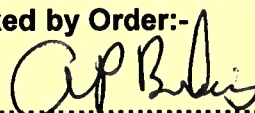
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
WORKSPACE 14 LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....
Director


.....
Director/Secretary

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


.....
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 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 the Owner 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 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.

THE FOURTH SCHEDULE

The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

**THE FIFTH SCHEDULE
Draft Decision Notice**

702074753 v7

Montagu Evans LLP
5 Bolton Street
London
W1J 8BA

Application Ref: **2016/1091/P**

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:
12-14 Greville Street
London
EC1N 8SB

PROPOSAL
Proposal:

Demolition of existing building at No. 14 Greville Street, partial demolition of No.12-13 Greville Street involving the retention of the façade of nos.12 & 13; works to enlarge existing basement(s); erection 5-storey buildings for office (B1a), jewellery workshop (B1c) and retail use (A1); alterations to retained façade and fenestration

Drawing Nos: (Existing)

01 Rev.P0, 05 Rev.P0, 10 Rev. P1, 11 Rev. P1, 12 Rev. P0, 13 Rev. P0, 14 Rev. P0, 15 Rev. P0, 16 Rev. P0,

20 Rev.P0, 30 Rev.P0, 31 Rev.P0, 32 Rev.P0,

(Demolition floor plans)

50 Rev.P0, 51 Rev.P0, 52 Rev.P0, 53 Rev.P0, 54 Rev.P0, 55 Rev.P1, 56 Rev.P1,

(Proposed)

110 Rev. P4, 111 Rev. P3, 112 Rev. P0, 113 Rev. P0, 114 Rev. P0, 115 Rev. P2, 116 Rev. P2,

120 Rev.P2, 121 Rev.P1, 130 Rev.P2, 131 Rev.P2, 132 Rev.P0

(Supporting Documents)

Daylight & Sunlight Report ref. 1411 (Waldrams) dated 5/2/16, Planning statement and heritage and townscape assessment (Montagu Evans) dated February 2016, Framework Workplace Travel Plan (Motion) dated 15/2/16, Transport Statement (Motion) dated 15/2/16, Statement of community involvement (Quatro) dated February 2015, Sustainability statement (xco2 Energy) dated February 2016, Energy statement (xco2 Energy) dated November 2015, Air quality assessment (xco2 Energy) dated January 2016, Acoustic Report ref. 4322 (WBM) dated 23rd February 2016, Historic environment assessment ref. NGR 531407 181740 (Mola) dated 3/2/16, Desk Study and Basement Impact Assessment Report (Geotechnical & Environmental Associates -GEA) dated February 2016, SK101 version A dated 2/2/16, SK100 dated 7/12/15, SK102 version B by Price and Myers (dated 2/2/16) Draft Construction Management Plan undated by Steve Devlin, Basement Impact Assessment Report (GEA) dated May 2017, Basement Impact Assessment Report Issue 4 (GEA) dated December 2017, Construction Method Statement ref. 23327 Version 5 (Price & Myers) dated February 2018, Basement Impact Assessment Audit (Campbell Reith) dated February 2018 ref. 12466-22 Revisor: F1.

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

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

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

Condition(s) and Reason(s)

- 1 Three years from the date of this permission

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

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

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

(Existing)

01 Rev.P0, 05 Rev.P0, 10 Rev. P1, 11 Rev. P1, 12 Rev. P0, 13 Rev. P0, 14 Rev. P0, 15 Rev. P0, 16 Rev. P0,

20 Rev.P0, 30 Rev.P0, 31 Rev.P0, 32 Rev.P0,

(Demolition floor plans)

50 Rev.P0, 51 Rev.P0, 52 Rev.P0, 53 Rev.P0, 54 Rev.P0, 55 Rev.P1, 56 Rev.P1,

(Proposed)

110 Rev. P4, 111 Rev. P3, 112 Rev. P0, 113 Rev. P0, 114 Rev. P0, 115 Rev. P2, 116 Rev. P2,

120 Rev.P2, 121 Rev.P1, 130 Rev.P2, 131 Rev.P2, 132 Rev.P0

(Supporting Documents)

Daylight & Sunlight Report ref. 1411 (Waldrams) dated 5/2/16, Planning statement and heritage and townscape assessment (Montagu Evans) dated February 2016, Framework Workplace Travel Plan (Motion) dated 15/2/16, Transport Statement (Motion) dated 15/2/16, Statement of community involvement (Quatro) dated February 2015, Sustainability statement (xco2 Energy) dated February 2016, Energy statement (xco2 Energy) dated November 2015, Air quality assessment (xco2 Energy) dated January 2016, Acoustic Report ref. 4322 (WBM) dated 23rd February 2016, Historic environment assessment ref. NGR 531407 181740 (Mola) dated 3/2/16, Desk Study and Basement Impact Assessment Report (Geotechnical & Environmental Associates -GEA) dated February 2016, SK101 version A dated 2/2/16, SK100 dated 7/12/15, SK102 version B by Price and Myers (dated 2/2/16) Draft Construction Management Plan undated by Steve Devlin, Basement Impact Assessment Report (GEA) dated May 2017, Basement Impact Assessment Report Issue 4 (GEA) dated December 2017, Construction Method Statement ref. 23327 Version 5 (Price & Myers) dated February 2018, Basement Impact Assessment Audit (Campbell Reith) dated February 2018 ref. 12466-22 Revision: F1.

3 Reason: For the avoidance of doubt and in the interest of proper planning. Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plan, elevation and section drawings, of the front elevation at a scale of 1:10.

b) Details at a scale of 1:2 part plans for plans, elevations and sections of typical details of all windows including the shopfront.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

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

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

- 4 Notwithstanding the details as shown on the approved drawings, nothing in this permission grants consent for the use of power coated aluminium for the front fenestration detailing on No.12-13 Greville Street. Prior to commencement of works, details of a revised materials showing painted timber for the front fenestration detailing with associated section drawings, shall be submitted to and approved by the local planning authority in writing.

The front fenestration detail shall not be implemented other than in accordance with the details as approved.

Reasons: To ensure that the development contributes towards a cohesive streetscape appearance and contributes to the character and appearance of the conservation area and in accordance with policies G1, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

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

- 6 Prior to first use, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first use of the building and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy GC5, A1, and A4 of the London Borough of Camden Local Plan 2017.

- 7 The office windows at first and second floor level on the North elevation of the development which face onto No.11 Greville Street shall be obscurely glazed and fixed shut prior to first occupation of the development and permanently retained as such thereafter.

Reason: To ensure that the amenity of occupiers of neighbouring residential properties in the area is not adversely affected by overlooking in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 8 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 amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

- 9 Prior to commencement, detailed design showing the location and extent, products, energy efficiencies and confirmed energy and carbon contributions of the photovoltaic cells and air source heat pumps 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 meters to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The equipment 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 CC1 of the London Borough of Camden Local plan Policies

- 10 Prior to commencement of any development other than site clearance & preparation a feasibility assessment for rainwater recycling should be submitted to the local planning authority and approved in writing. If considered feasible, details should be submitted to the local authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local plan Policies

- 11 Prior to commencement of development (excluding demolition and site preparation works), full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and any 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 protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 12 None of the development hereby permitted shall be 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 which:-

- (i) Accommodate the proposed location of the Crossrail structures including tunnels, shafts and temporary works,
- (iii) Mitigate the effects of noise and vibration arising from the operation of the Crossrail railway within the tunnels and other structures.

- (iv) Mitigate the effects on Crossrail, of ground movement arising from development

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 paragraphs 1(i), 1 (iii) and 1(iv) of this condition shall be completed, in their entirety, before any part of the building[s] hereby permitted is/are occupied.

Reason: To safeguard the strategic infrastructure improvement project, Crossrail, in accordance with the requirements of policy T3 of the London Borough of Camden Local Plan 2017.

- 13 None of the development 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 safeguard the strategic infrastructure improvement project, Crossrail, in accordance with the requirements of policy T3 of the London Borough of Camden Local Plan 2017.

- 14 No demolition or development shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and
- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development to ensure satisfactory treatment of heritage assets of archaeological interest, in accordance with Policy D2 of the Camden Local Plan 2017.

- 15 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 policies A1 and CC4 of the Camden Local Plan.

- 16 The cumulative sound level from building services and fixed plant shall be 10dB or more below the lowest background sound level (15dB if tonal components are present) at the nearest residential receptor at any time. The plant and equipment shall be installed and constructed to ensure compliance with the above requirements.

Reason: To ensure that the amenity of occupiers of the development site / surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policy A4 of the Camden Local Plan 2017.

- 17 No music shall be played on the terraces 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, and A4 of the London Borough of Camden Local Plan 2017.

- 18 The terraces shall not be occupied between 7pm and 7am.

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

- 19 Prior to first occupation, 38 secure and covered cycle parking spaces shall be provided at basement level.

All such facilities shall thereafter be retained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policies T1 and T3 of the Camden Local Plan, the London Plan and CPG7 (Transport).

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the

requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 21 The basement shall be constructed in accordance with the details, recommendations, methodologies and mitigation measures in the Construction Method Statement ref. 23327 Version 5 (Price & Myers) dated February 2018 and its supporting documents hereby approved.

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.

- 22 Before any works commence, details of how the stability of the retained principal (Greville Street) elevation of the building at 12-13 Greville Street will be maintained and protected shall be submitted to and approved by the Council. Such details shall include both temporary and permanent measures to strengthen any wall or vertical surface, to support any floor, roof or horizontal surface and to provide protection for the building against the weather during progress of the works. The development shall not be carried out other than in accordance with the approved details.

Reason: To safeguard the special interest of the listed building and the character of the immediate area in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Highways licence

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

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3

The Mayor of London introduced a Community Infrastructure Levy (CIL) to help

pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

- 4 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.
- 5 The written scheme of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.
- 6 You are advised to consult with the Metropolitan Police's Designing out Crime Officer to discuss internal security measures to further protect the jewellery retail unit and workshops from crime.

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

DRAFT

DECISION

