

DATED 13 February

2018/9

**(1) BIRKBECK COLLEGE (CAMBRIDGE HOUSE) LIMITED**

and

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

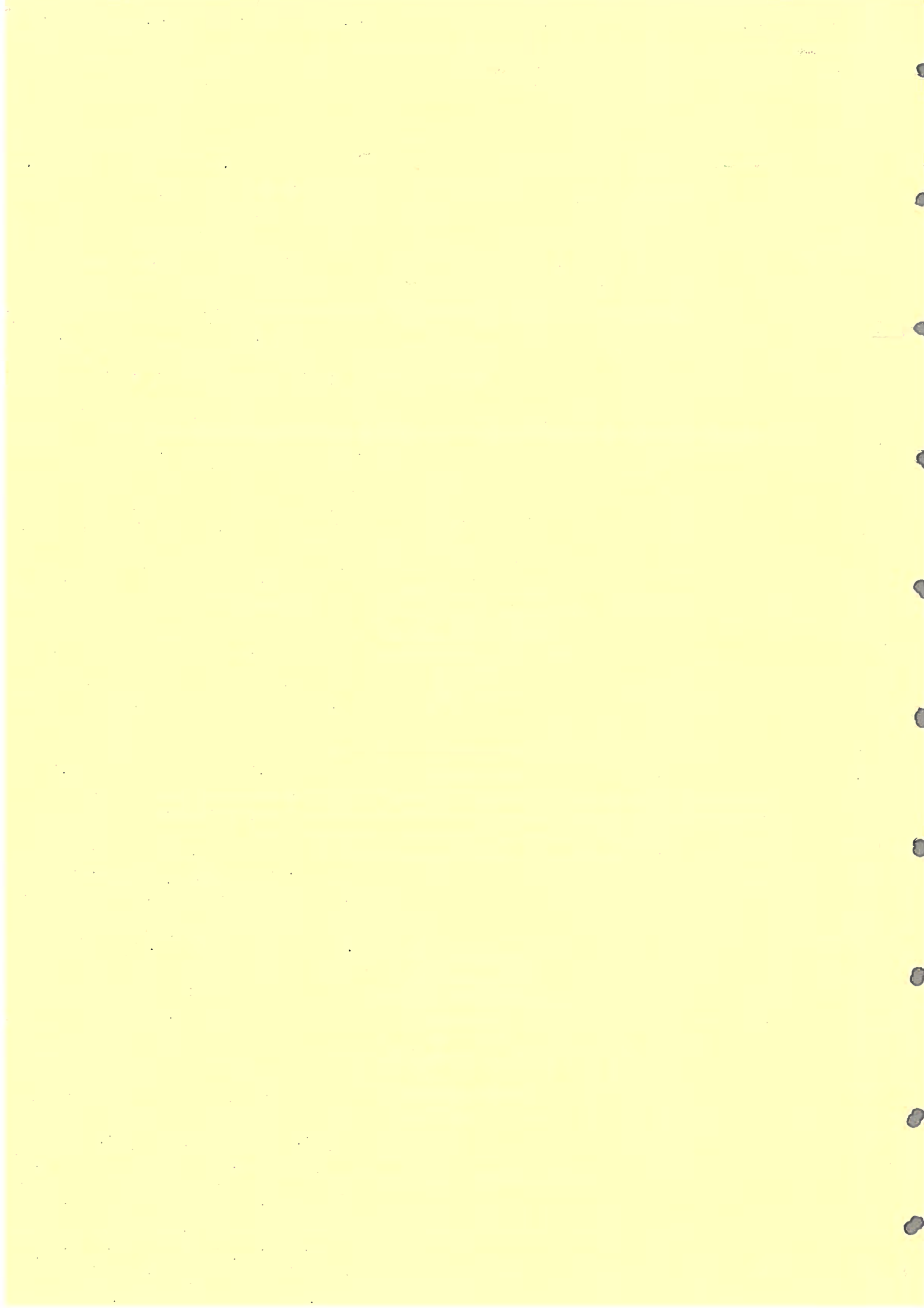
**A G R E E M E N T**  
relating to land known as  
**CAMBRIDGE HOUSE**  
373 - 375 EUSTON ROAD  
LONDON  
NW1 3AR

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

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1800.602 (13.12.18 FINAL)



THIS AGREEMENT is made the 13<sup>th</sup> day of February 2018~~8~~9

**BETWEEN:**

1. **BIRKBECK COLLEGE (CAMBRIDGE HOUSE) LIMITED** (registered under company number 09269110) whose registered office is Birkbeck College University of London, Malet Street, London, WC1E 7HX (hereinafter called "the Owner") of the first part
  
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number 332966.
  
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 1 February 2018 and the Council resolved to grant permission conditionally under reference number 2017/7079/P subject to conclusion of this legal Agreement.
  
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
  
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
  
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 agreement to be in the public benefit.

## 2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 AIIRP All Items Index of Retail Prices
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.5 "the Construction Apprentice Default Contribution" the sum of £7,000 (seven thousand pounds) per apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision
- 2.6 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
- 2.7 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and substantially in the form of the Council's Pro Forma Construction Management Plan as set out at Annex 1 hereto to ensure the Construction Phase of the Development can be carried out safely and with

minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from building out of the Development;
- (ii) proposals to ensure there are no adverse effects on any neighbouring listed building(s);
- (iii) amelioration and monitoring effects on the health and amenity of local residences, site construction workers, local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

- 2.8 "Construction Management Plan Implementation Support Contribution" the sum of £7,564.50 (seven thousand five hundred and sixty-four pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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
- 2.9 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.10 "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
- 2.11 "the Development" change of use from offices (Class B1a) and car showroom (Sui Generis) to education use (Class D1), including refurbishment of the existing building, a two storey extension to create a lecture theatre and classroom, lowering of the existing basement by approximately 250mm and creation of a terrace; associated works include plant, signage, cycle parking, PV and amendments to openings and entrances as shown on drawing numbers Existing Drawings: (672-PPA-00-)00-DR-A-20100; 00-DR-A-20101; B0-DR-A-20200; 00-DR-A-20201; 01-DR-A-20202; 02-DR-A-20203; 03-DR-A-20204; 04-DR-A-20205; ZZ-DR-A-20300; ZZ-DR-A-20301; ZZ-DR-A-20400 and ZZ-DR-

A-20401 (all Rev P01); Proposed Drawings: (672-PPA-00-)00-B0-DR-A-20210 Rev A; 00-DR-A-20211 Rev P01; 01-DR-A-20212 Rev P01; 02-DR-A-20213 Rev P01; 03-DR-A-20214 Rev P01; 04-DR-A-20215 Rev P02; 05-DR-A-20216 Rev P02; 06-DR-A-20217 Rev P02; ZZ-DR-A-20302 Rev P01; ZZ-DR-A-20303 Rev P01; ZZ-DR-A-20402 Rev P01; ZZ-DR-A-20403 Rev P01; ZZ-DR-A-20404 Rev P02; ZZ-DR-A-20405 Rev P02; ZZ-DR-A-20406 Rev P02; ZZ-DR-A-20407 Rev P02; ZZ-DR-A-20408 Rev P01; ZZ-DR-A-20409 Rev P01; ZZ-DR-A-20451 Rev P01; ZZ-DR-A-20452 Rev P01; ZZ-DR-A-20453 Rev P01 and ZZ-DR-A-20454 Rev P01

2.12 "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:-

- (i) incorporation of the measures set out in the submission document entitled "Sustainability Strategy & Energy Statement Rev 3" dated 15 December 2017 by Skelly and Couch Ltd to achieve a 35% reduction in CO2 emissions beyond the Part L 2013 baseline;
- (ii) 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 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon

their grant will be allocated on a pro-rata basis over a four year period;

- c) the opportunities are to be given to a total of six Camden residents;
- d) scholarships should be offered to those on low incomes;
- e) a minimum total commitment of £166,500 in scholarship money;
- f) mechanisms to review the scholarships after five years;
- g) measures to integrate the recipients into a wider outreach offer in Camden; and
- h) measures to ensure the provision of information to the Council and provision of a mechanism for review and update as required from time to time

### 2.30 "the 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:-

- (i) achieve the targets set out in the submission document entitled "Sustainability Strategy & Energy Statement Rev 3" dated 15 December 2017 by Skelly and Couch Ltd;
- (ii) 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 at least an "Excellent" rating and attaining at least 60% of



the credits in each of the "Energy" and "Water" categories and 40% of the credits in the "Materials" category;

- (iii) 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;
- (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (v) 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
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

#### 2.31 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and

from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following: -

- (i) the elements set out at Annex 5 hereto;
- (ii) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (iv) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (ii) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (v) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.32 "the Travel Plan  
Monitoring Contribution"

the sum of £6,244 (six thousand two hundred and forty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the Owner's Travel Plan over a six-year period from the date of first Occupation of the Development

2.33 "the Travel Plan  
Co-ordinator"

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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **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 (subject to any amendments to the Construction Management Plan that are approved in writing by the Council) 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 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval a draft Energy Efficiency and Renewable Energy Plan.
- 4.2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.2.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.2.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan (subject to any amendments to it that are agreed in writing by the Council).

## **4.3 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

- 4.3.1 On or prior to Implementation to pay to the Council the Environmental Improvements Contribution in full.
- 4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvements Contribution.

## **4.4 HIGHWAYS WORKS**

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Works Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.

- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Works Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Works Contribution excludes any statutory undertaker's costs.
- 4.4.4 On completion of the Highway Works the Council shall (upon receipt of a request in writing from the Owner to do so) provide to the Owner a certificate setting out details of the Highway Works undertaken including specifications and an account of all expenditure specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works.
- 4.4.5 If the Certified Sum exceeds the Highway Works Contribution then the Owner shall within 21 (twenty-one) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.4.6 If the Certified Sum is less than the Highway Works Contribution then the Council shall within 21 (twenty-one) days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Works Contribution.

#### **4.6 LOCAL EMPLOYMENT AND TRAINING**

##### Local Employment and Training Plan

- 4.6.1 Prior to the Implementation Date to submit to the Council for approval the Local Employment and Training Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Local Employment and Training Plan as demonstrated by written notice to that effect.

##### Construction Phase and King's Cross Construction Skills Centre

4.6.3 In order to facilitate compliance with the requirements of sub-clause 4.6.4 of this Agreement the Owner shall work in partnership with the King's Cross Construction Skills Centre.

4.6.4 The Owner shall take the following specific measures to ensure :

- (a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- (b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Skills Centre;
- (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week to notify the King's Cross Construction Skills Centre of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (d) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Construction Phase (with six-monthly updates) demonstrating -
  - (i) those skills and employment needed through the lifetime 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
- (e) that, unless not permitted by data protection legislation, the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase.

#### Construction Industry Apprentices

4.6.5 To ensure that during the Construction Phase not less than two (2) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;

- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>

4.6.6 To pay to the Council the Construction Apprenticeship Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

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

4.6.8 If the Owner is unable to provide the construction industry apprentices in accordance with Clause 4.6.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

#### Work placements

4.6.9 To work with the Kings Cross Construction Skills Centre and the Council's Economic Development Team to facilitate six (6) construction or non-construction industry work placements for 14-16 years year olds to be made available at the Development such that each placement is for a period of no less than two weeks.

#### End use apprentices

4.6.10 Following the Occupation Date of the Development the Owner shall ensure that it will (unless otherwise agreed in writing with the Council at the request of the Owner) employ no less than two (2) end use apprentices ensuring always the apprentices shall be:-

- (i) recruited in liaison with the Council's Economic Development Team;
- (ii) be resident in the London Borough of Camden;



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

#### **4.7 LOCAL PROCUREMENT**

- 4.7.1 Prior to Implementation to agree a programme with the Council during the Construction Phase of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.
- 4.7.2 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.
- 4.7.3 To ensure that throughout the Construction Phase 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 reasonably required to remedy such non-compliance.
- 4.7.4 In the event of the Owner requesting tenders and/or bids for the provision of facilities management services and other post-construction supply of goods and services in respect of the Development, to provide opportunities for local businesses to tender and/or submit bids for such facilities management services and other post construction supply of goods and services.

#### **4.8 PUBLIC AND OPEN SPACE CONTRIBUTION**

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Parks and Open Space Contribution.

4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Parks and Open Space Contribution.

#### 4.9 **SCHOLARSHIPS**

4.9.1 On or prior to the Implementation Date to submit to the Council for approval a draft Scholarship Plan.

4.9.2 Not to Occupy or permit Occupation until such the Scholarship Plan has been approved by the Council as demonstrated by written notice to that effect.

4.9.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Scholarship Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Scholarship Plan (subject to any amendments to the approved Scholarship Plan agreed in writing by the Council).

#### 4.10 **SUSTAINABILITY PLAN**

4.10.1 On or prior to the Implementation Date to submit to the Council for approval a draft Sustainability Plan.

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

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

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

#### **4.11 TRAVEL PLAN**

##### **4.11.1 Prior to the Occupation Date to:**

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

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

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

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

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

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

**5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/7079/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 reasonably incurred by the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2017/7079/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2017/7079/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

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

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

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

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

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

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

quoting the planning reference number 2017/7079/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith

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

- 6.9 Where the consent, agreement, approval, expression of satisfaction or similar is required from the Council under the terms of this Agreement that consent, agreement, approval, expression of satisfaction or similar shall not be unreasonably withheld or delayed by the Council.
- 6.10 The Council shall use the payments received from the Owner under Clause 4 (Obligations of the Owner) of this Agreement for the purposes for which they are paid and in the event of any such payment (or part thereof) has not been spent or committed to be spent by the Council for those purposes within 10 years of the Implementation Date the Council shall (upon receipt of a request in writing from the Owner requesting a refund of any such unspent payments) refund to the Owner any part of such payment which has not been spent or committed to be spent.

## 7. **RIGHTS OF THIRD PARTIES**

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

## 8. **JURISDICTION**

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

## 9. **MORTGAGEE EXEMPTION**

The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the

Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

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

**EXECUTED AS A DEED BY** )  
**BIRKBECK COLLEGE** )  
**(CAMBRIDGE HOUSE) LIMITED** )  
acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) )

..... KEITH WILLETT .....

Director Signature: )

..... *Keith Willett* .....

Director/Secretary Name (CAPITALS) )

..... JEREMY TANNER .....

Director/Secretary Signature: )

..... *Jeremy Tanner* .....

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

..... *E. Alexander* .....

Authorised Signatory





## **ANNEX 1**

### **Pro Forma Construction Management Plan**

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

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

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

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

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



**ANNEX 2**

**draft planning permission**



Turley  
8th Floor  
Lacon House  
84 Theobald's Road  
LONDON  
WC1X 8NL

Application Ref: **2017/7079/P**

13 December 2018

Dear Sir/Madam

**DRAFT**

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Cambridge House**  
**373 - 375 Euston Road**  
**London**  
**NW1 3AR**

Proposal:

**DECISION**

Change of use from offices (Class B1a) and car showroom (Sui Generis) to education use (Class D1), including refurbishment of the existing building, a two storey extension to create a lecture theatre and classroom, lowering of the existing basement by approximately 250mm and creation of a terrace. Associated works include plant, signage, cycle parking, PV and amendments to openings and entrances.

Drawing Nos:

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

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

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

Condition(s) and Reason(s):

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

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

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

Existing Drawings: (672-PPA-00-)00-DR-A-20100; 00-DR-A-20101; B0-DR-A-20200; 00-DR-A-20201; 01-DR-A-20202; 02-DR-A-20203; 03-DR-A-20204; 04-DR-A-20205; ZZ-DR-A-20300; ZZ-DR-A-20301; ZZ-DR-A-20400 and ZZ-DR-A-20401 (all Rev P01).

Proposed Drawings: (672-PPA-00-)00-B0-DR-A-20210 Rev A; 00-DR-A-20211 Rev P01; 01-DR-A-20212 Rev P01; 02-DR-A-20213 Rev P01; 03-DR-A-20214 Rev P01; 04-DR-A-20215 Rev P02; 05-DR-A-20216 Rev P02; 06-DR-A-20217 Rev P02; ZZ-DR-A-20302 Rev P01; ZZ-DR-A-20303 Rev P01; ZZ-DR-A-20402 Rev P01; ZZ-DR-A-20403 Rev P01; ZZ-DR-A-20404 Rev P02; ZZ-DR-A-20405 Rev P02; ZZ-DR-A-20406 Rev P02; ZZ-DR-A-20407 Rev P02; ZZ-DR-A-20408 Rev P01; ZZ-DR-A-20409 Rev P01; ZZ-DR-A-20451 Rev P01; ZZ-DR-A-20452 Rev P01; ZZ-DR-A-20453 Rev P01 and ZZ-DR-A-20454 Rev P01.

Supporting Documents: Planning Statement; Air Quality Assessment; Construction Management Plan; Daylight, Sunlight Report; Design and Access Statement; Sustainability Strategy and Energy Statement; Site Waste Management Plan; Noise and Vibration Report; Transport Assessment; BREEAM Pre-assessment; Framework Travel Plan; Basement Impact Assessment and Design and Access Statement.

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

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

- a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;
- b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the ground floor frontages at a scale of 1:10;
- c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site);
- d) Details of any balustrade treatment.

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

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

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings.

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

- 5 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

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

- 6 Notwithstanding the provisions of Class D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall only be used as for education purposes.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion or any other harmful impact in accordance with policies G1, CC1, D1 and A1 and DM1 of the London Borough of Camden Local Plan 2017.

- 7 No music or amplified noise shall be played/made on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

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

- 8 Prior to the occupation of the development, details of secure and covered cycle storage area for 30 long-stay cycles shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

- 9 Before the development commences, 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 occupation of any of the new units 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 CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 10 Prior to commencement of any impact piling, a piling method statement shall be submitted to and approved in writing by the local planning authority. The Method Statement shall be prepared in consultation with Thames Water or the relevant statutory undertaker, and shall detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of Policy CC3 of the London Borough of Camden Local Plan 2017.

- 11 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 and A5 of the London Borough of Camden Local Plan 2017.



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

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

- 13 Prior to the commencement of the use of the plant equipment, automatic time clocks shall be fitted to the equipment hereby approved, to ensure that it does not operate outside the hours of 07:00-23:00 daily. The timer equipment shall thereafter be permanently retained and maintained in accordance with the manufacturer's recommendations.

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

- 14 The cumulative sound level from building services and fixed plant shall be 10dB(A) 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 and Acoustics Central Report ref: 2016032-0 R5, Table T12 Background and rating levels calculated for the plant.

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

- 15 The use hereby permitted shall not be carried out outside 07:00-00:00 on all days of the week.

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.

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

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

- 17 Prior to the occupation of the development, the proposed sound insulation of the building envelope (walls/glazing) and floor/ceiling separation, orientation of sensitive spaces away from major noise sources and of acoustically attenuated mechanical ventilation shall be implemented in accordance with the details as outlined within the Planning Noise & Vibration Report submitted by Acoustics Central.

Reason: To safeguard the amenities of the future users of the building in accordance with the requirements of policy A1 of the Camden Local Plan 2017.

- 18 Prior to commencement of the development, detailed plans showing the location and extent of Air Source Heat Pumps and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The 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 2017 and to protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 19 Prior to commencement of any development (other than site 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.

- 20 Full details in respect of the green roof in the front terrace area shall be submitted to and approved by the local planning authority before the relevant part of the development commences. Details of the green roof provided shall include: species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, as well as details of the maintenance programme for green roof. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

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

- 21 Prior to commencement of development (excluding 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 future users of the building in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 22 Prior to occupation of the development, evidence that an appropriate NO<sub>2</sub> scrubbing system on the mechanical ventilation intake has been installed and a detailed mechanism to secure maintenance of this system should be submitted to the Local Planning Authority and approved in writing.

Reason: To protect the amenity of future occupiers of the building in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 23 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 Camden's CMP Pro-Forma and 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 2017.

- 24 Prior to commencement of development, feasibility details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 25 The ground floor café, as approved on drawing number 672-PPA-00-00-DR-A-20211-PO1, shall remain available for use by the general public as long as the café remains in operation.

Reason: To ensure the proposed cafe provides sufficient amenities to the surrounding community and an appropriate level of public benefit generally, in accordance with policies G1, C2, E1, A1 and TC4 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 You are advised that the appropriate standards for tree work are set out in BS 3998: 2010. Failure to ensure that the proposed works are carried out to these standards may result in damage to the tree(s) and may result in legal action by the Council and/or Transport for London (TfL).
- 4 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning) or the Camden Contact Centre on Tel: 020 7974 4444 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk).
- 5 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.
- 6 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 7 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

- 8 The short-stay spaces indicated on the submitted drawings and documents, including the 5 spaces shown on the Cleveland Street pavement (drawing no. PPA-00-00-DR-A-20211 Rev P01) and the 66 spaces within the Cycle Parking Strategy dated October 2017, have not been approved and should not form part of the development. Instead of providing 70 short-stay spaces as required by the London Plan, the Council is securing a Pedestrian, Cycle and Environmental contribution of £21,000 towards the investigation and implementation of providing the short-stay cycle parking.

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

Yours faithfully

Supporting Communities Directorate

**DECISION**



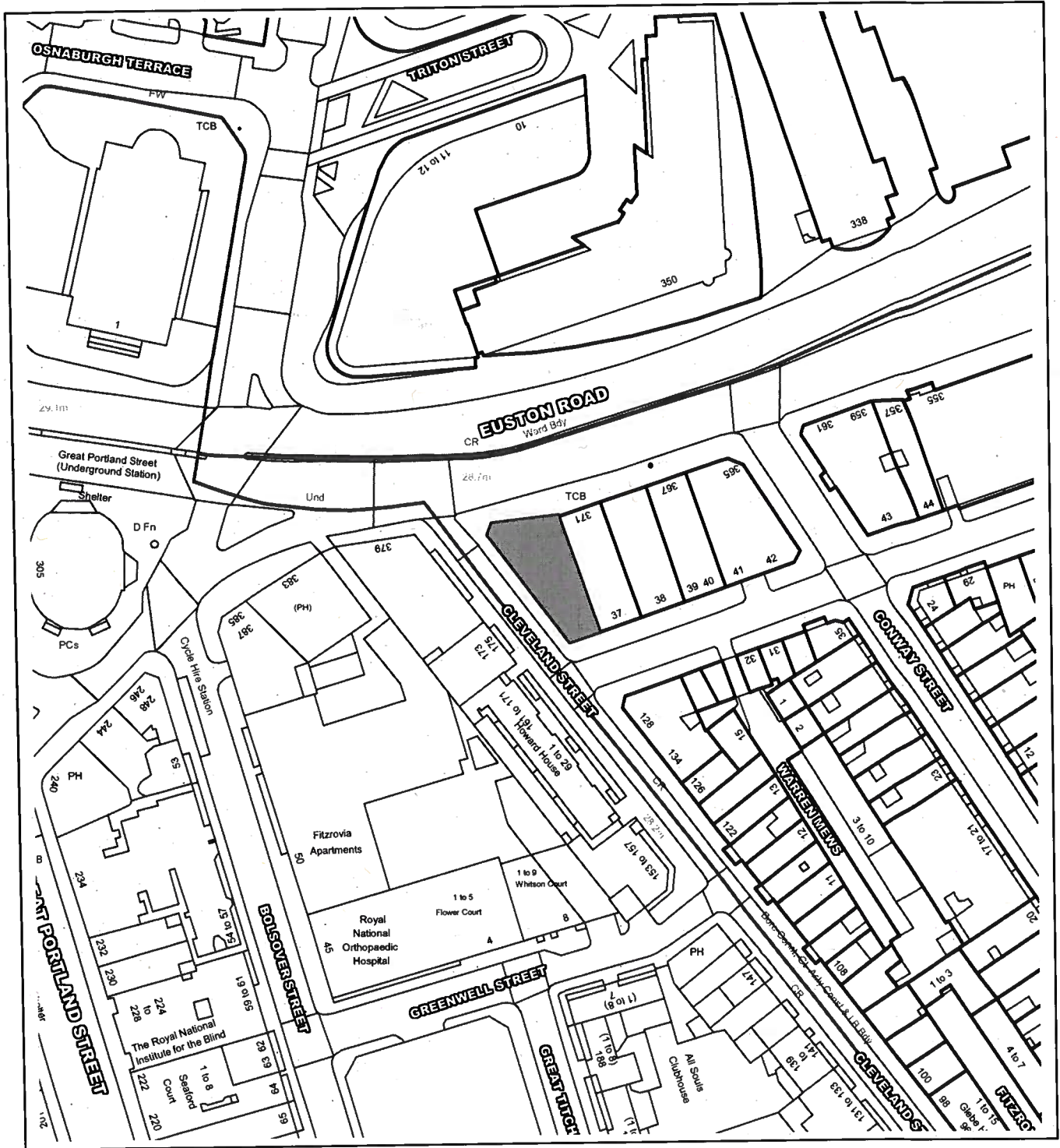
**Annex 3**

**plan of the Property**





**THE PROPERTY  
CAMBRIDGE HOUSE  
373 - 375 EUSTON ROAD**



*PH*

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*Karl Willett  
by*



## **Annex 4**

### **Local Procurement Code**

#### **1. INTRODUCTION**

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

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

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

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

## 2) MAIN REQUIREMENTS OF THE CODE

### A) CONSTRUCTION.

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

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

#### 2.1 **Actions & Responsibilities of Main Contractor**

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

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

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

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

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

## **2.2 Actions and Responsibilities of Sub-Contractors**

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

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

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

## **Annex 5**

### **Travel Plan**

#### **PART I: Components of the Travel Plan**

**The Travel Plan 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](http://www.tfl.gov.uk)/  
[www.nationalrail.co.uk](http://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](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

#### **PART II: Review and Monitoring of the Travel Plan**

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

1. **Review the Property's Transport Accessibility**

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

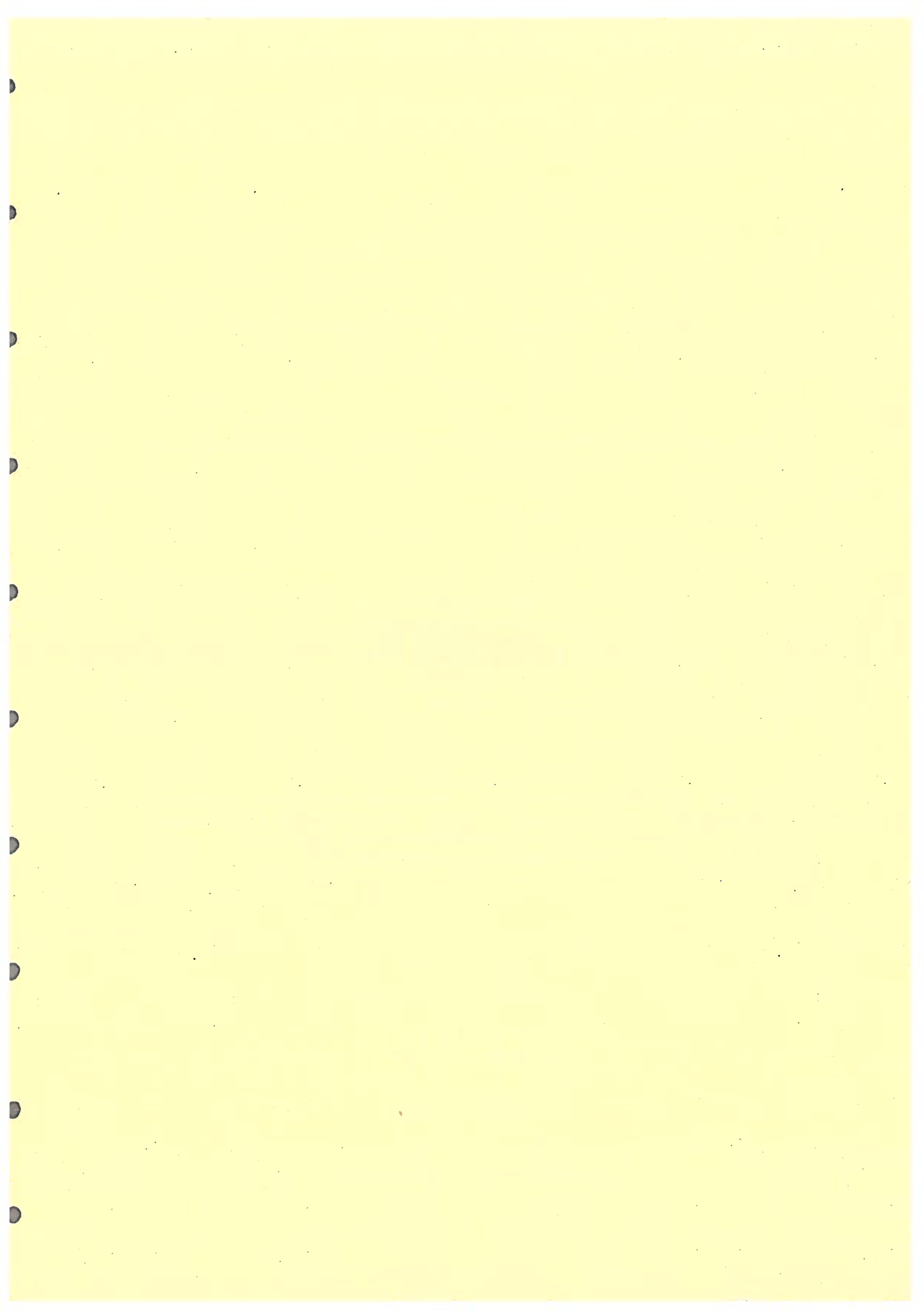
This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable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

4. **Implementation**

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

5. **Monitor and Review**

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



**DATED**

**2018**

**(1) BIRKBECK COLLEGE (CAMBRIDGE HOUSE) 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**  
**CAMBRIDGE HOUSE**  
**373 - 375 EUSTON ROAD**  
**LONDON**  
**NW1 3AR**

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

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

**Tel: 020 7974 5647**  
**Fax: 020 7974 2962**

**CLS/PK/1800.602 (13.12.18 FINAL)**