

DATED

30 March

2012

**(1) REGENT REGENERATION LIMITED**

**and**

**(2) SCS CAMLEY LIMITED**

**and**

**(3) BANK LEUMI (UK) PLC**

**and**

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

**A G R E E M E N T**

**relating to land known as**

**103 CAMLEY STREET**

**LONDON NW1 0PF**

**pursuant to Section 106 of the Town and Country Planning**

**Act 1990 (as amended) and**

**Section 278 of the Highways Act 1980**

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(IU, LESP, LL, LE, CAP, PH, SA, SMP, SP, EP, TP, CF, SMP, CMPL, TVL, PRI, HC, PCB, EvC, EC, POSC, CFC, HC, AHC, DAHC)

CLS/COM/LMM/1685.1380

s106 30.03.12 FINAL



THIS AGREEMENT is made the 30<sup>th</sup> day of March 2012

**B E T W E E N:**

- i. **REGENT REGENERATION LIMITED** (incorporated in the Isle of Man) of Millennium House Victoria Road Douglas Isle of Man IM2 4RW and whose address for service in the United Kingdom is Howard Kennedy Solicitors 19 Cavendish Square London W1A 2AW (hereinafter called "the Owner") of the first part
- ii. **SCS CAMLEY LIMITED** (incorporated in the Isle of Man) of Millennium House Victoria Road Douglas Isle of Man IM2 4RW and whose address for service in the United Kingdom is Howard Kennedy Solicitors 19 Cavendish Square London W1A 2AW (hereinafter called "the First Mortgagee") of the second part
- iii. **BANK LEUMI (UK) PLC** (Company Registration Number 640370) whose registered office is at 20 Stratford Place London W1C 1BG (hereinafter called "the Second Mortgagee") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL405971 subject to a charge to the First Mortgagee and subject to a charge to the Second Mortgagee.
- 1.2 The Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Council is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number NGL747861.

- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 29 November 2011 and the Council resolved to grant permission conditionally under reference number 2011/5695/P subject to conclusion of this legal Agreement.
- 1.5 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.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL405970 and dated 4 December 2009 is willing to enter into this Agreement to give its consent to the same.
- 1.9 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL405971 and dated 7 December 2009 is willing to enter into this Agreement to give its consent to the same.
- 1.10 Camden Town Unlimited is committed to helping the Owner perform the obligations of this Agreement relating to the strategic management and operation of the Incubator to prioritising access to the Incubator for graduates, business and residents of the London Borough of Camden and to supporting and promoting business enterprise and entrepreneurial activity in the London Borough of Camden in conjunction with (among others) University College of London.
- 1.11 University College of London has a strategy for developing viable business start-ups from its graduate pool and other routes of entry. This includes University College of London's commitment to the management and operation of the Incubator in conjunction with (among others) Camden Town Unlimited.

## 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 Accessibility Plan" a plan securing the following:-
- (a) the provision of ten Wheelchair Accessible Units with the Student Accommodation shown edged blue on Plan 4 fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011) or any successor document;
  - (b) a plan showing the location of the Wheelchair Accessible Units within the Development;
  - (c) measures to ensure that any lift access to the Wheelchair Units is maintained at all times and in the event of routine maintenance or unexpected fault in relation to the lifts accessing the Wheelchair Unit(s) that such works/repairs are carried out diligently and in a way that endeavours to minimise disruption to wheelchair users;
  - (d) measures to ensure the Development is easily accessible residents and visitors to the Development who are wheelchair users;
  - (e) principles of inclusive design inform and are fully integrated within the Development

2.2	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.3	"the Additional Training and Employment Contribution"	the sum of £63,000 (sixty three thousand 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 in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden
2.4	"Affordable Housing"	low cost housing provided by a Registered Provider that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.5	"Affordable Housing Contribution"	the sum of £750,000 (seven hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.6	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.7	"Camden Town Unlimited"	the company delivering and operating the business improvement district in Camden Town or such successor organisation to Camden Town Unlimited as may be established from time to time

- 2.8 "the Canal Bridge" a bridge that may be constructed (subject to the Feasibility Study) as shown for indicative purposes on Plan 3
- 2.9 "Canal Bridge Contribution" the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the following:-
- (a) the commissioning of a Feasibility Study to assess the need and practicality of providing and maintaining the Canal Bridge in conjunction with British Waterways;
  - (b) in the event that the results of the feasibility study referred to in sub-clause (a) above shows provision of the Canal Bridge would be feasible the remainder of the contribution will be applied towards the construction of the Canal Bridge;
  - (c) in the event that the results of the feasibility study referred to in sub-clause (a) above shows provision of the Canal Bridge would not be feasible the remainder of the contribution will be applied towards improvements to pedestrian and cyclists connections in the area including exploring feasibility of these alternative links
- 2.10 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.11 "Community Access Plan" a plan to be prepared by the Owner setting out detailed measures to be undertaken by the Owner to ensure that the Owner and its

representatives and agents secure free access public accessibility to the facilities of the Development including:-

- (a) provision of the Public Access Route;
- (b) provision for the 250m<sup>2</sup> flexible meeting room/lecture theatre in the Incubator to be used by local community groups schools and residents associations for meetings and community events without charge including times and dates; contacts; booking processes; restrictions and review as incorporated with the Incubator Operational Method Statement;
- (c) public access to the disabled lift from the retail unit to the canal towpath shown marked "Disabled Lift" on Plan 3;
- (d) 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

2.12 "the Community Facilities Contribution"

the sum of £279,300 (two hundred and seventy nine thousand three hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property



2.13 "the Construction 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 that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations, ground investigations site survey works, works of decontamination and the erection of hoardings and for the avoidance of doubt shall exclude Demolition and references to "Implementation" and "Implement" shall be construed accordingly

2.14 "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 to ensure the construction 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):-

- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- b) incorporation of the provisions set out in the First Schedule annexed hereto;

- c) incorporation of the provisions set out in the Second Schedule annexed hereto;
- d) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- e) 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);
- f) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- g) 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

2.15 "the Construction Phase"

the whole period between

- a) the Demolition Implementation Date and
- b) the date of issue of the Certificate of Practical Completion

2.16 "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

2.17 "Deferred Affordable Housing Contribution"	a maximum sum of £6,634,225 (six million six hundred and thirty four thousand two hundred and twenty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.18 "Deficit"	a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £5,525,000 pounds (£five million five hundred and twenty five thousand pounds)
2.19 "Demolition"	operations in connection with the demolition of the Existing Buildings (including soft stripping of the building) and "Demolish" shall be construed accordingly
2.20 "the Demolition Implementation Date"	the date of commencement of the Demolition by the carrying out of a material operation as defined in Section 56(4)(aa) of the Act and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly
2.21 "Demolition Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Building using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the demolition of the Existing Building 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 the demolition of the Existing Building or structures on the Property ;
- ii. incorporation of the provisions set out in the First Schedule annexed hereto
- iii. incorporation of the provisions set out in the Second Schedule annexed hereto
- iv. 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 collection and/or removal 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 reasonably required from time to time

## 2.22 "the Development"

demolition of existing industrial buildings (Class B1c & B8) and the erection of 4 storey 7 storey and 12 storey buildings to create a mixed use development comprising 307 x student units accommodation (Class Sui-Generis) including student cycle store; 14 x 2-bed 15 x 3-bed and 11 x 4-bed self contained residential flats (Class C3); incubator business units comprising 1,653sqm floorspace (Class B1); 2 x retail units of 406sqm (Class A1/A3) and associated works and improvements to public realm including canal footpath as shown on drawing numbers [Prefix (00) P] 001, 002, 003, 004, 005, 006 007, 008, 010 rev 01, 020, 021 rev 01, 022 rev 01, 100 rev 01, 101 rev 01, 102, 103, 104, 105, 106, 107, 108, 109. 110, 111, 112, 113, 200, 201 rev 01, 202, 203, 204, 205, 400, 401, 402, 420, 421 and 422; Design and Access Statement by AHMM Architects dated October 2011; Planning Statement by DP9 dated September 2011; Townscape Heritage and Visual Impact Statement by Richard Coleman Citydesigner dated September 2011; Transport Assessment by TPP Consulting dated September 2011; Traffic Management Report by Mansell dated September 2011; Construction Method

Statement by Mansell dated September 2011; Energy and Sustainability Statement by McBains Cooper dated September 2011; Contamination and Remediation Assessment by CG/5521 dated September 2011; Basement Impact Assessment -Screening Report by Card Geotechnics dated November 2011; Basement Impact Assessment -Scoping Report by Card Geotechnics dated November 2011; Daylight and Sunlight Report by Anstey Horne dated September 2011; Environmental Noise Survey and External Building Fabric Report by RBA Acoustics dated September 2011; Socio-economic Context Report Hunt Dobson Stringer dated September 2011; Microclimate Assessment by RWDI dated September 2011; Protected Species Report by Aspect Ecology dated September 2011; Incubator Operational Method Statement by CTU and UCL dated October 2011; Student Management Plan by Urbanest dated September 2011; Statement of Community Involvement by Four Communications dated September 2011; Letter and attachments from DP9 to the GLA dated 01/03/2012; email and attachments from DP9 to LBC dated 01/03/2012

2.23 “the Education Contribution

the sum of £362,246 (three hundred and sixty two thousand two hundred and forty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.24 “Energy Efficiency and Renewable Energy Plan”

a plan (including a post construction report) setting out a package of measures to be

adopted by the Owner in the occupation and management of the Development with a view to reducing carbon energy emissions across the Development by at least 25% beyond the most recent Building Regulations incorporating (but not limited to) the following:-

- a) the incorporation of the measures set out in the submission document entitled *Energy and Sustainability Statement* by McBains Cooper dated September 2011;
- b) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use Reasonable Endeavours to target a reduction of at least 25% 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) measures to enable future connection to a local energy network at the boundary of the Property;

- f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property 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 verification body in respect of the Property 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

2.25 "the Environmental Contribution"

the sum of £50,000 (fifty thousand 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 Pedestrian Environmental and Safety



Improvement Initiative works to be undertaken in the vicinity of the Development

2.26 "the Existing Buildings"

the industrial buildings used for Class B1(c) and B8 use as existing on the Property as at the date of this Agreement

2.27 "the Feasibility Study"

a study to assess the need and practicality of providing and maintaining a pedestrian and cycle bridge link across the Canal and other initiatives for improving pedestrian and cyclists connections in the area

2.28 "the Financial Contributions"

the Affordable Housing Contribution; the Canal Bridge Contribution; the Community Facilities Contribution; the Education Contribution; the Environmental Contribution; the Highways Contribution; the Public Open Space Contribution; the Training and Employment Contribution;

2.29 "the First User Group"

any Student enrolled full time on a higher education course at a higher educational institution funded by the Higher Education Funding Council for England (or its successor bodies) such institution to be located wholly or partly in the London Borough of Camden or its adjoining boroughs or such other institution approved by the Council in writing

2.30 "the Highways Contribution"

the sum of £140,305 (one hundred and forty thousand three hundred and 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 carrying out works to the public highway and

associated measures ("the Highways Works") these to include costs associated with the following:-

- (a) the reinstatement of the footway;
- (b) the provision of and two London Plane trees and their placement in the Public Highway facing the Property;
- (c) the provision of one car club bay on-street in the vicinity of the Property
- (d) any other works the Council acting reasonably requires 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. 31 "the Incubator"

the area of no less than 1,431m<sup>2</sup> GIA (1,593m<sup>2</sup> GEA) shown edged red on Plan 2 to be provided by the Owner in accordance with the Incubator Specification and to be operated in accordance with the Incubator Plan and with the terms of this Agreement for the provision in perpetuity of start up B1 multi-use enterprise offices and media office space forming part of the Development for the provision of zero/minimal cost accommodation and mentoring/networking opportunities to residents graduates and businesses of the London Borough of Camden in connection with business start-ups in

accordance with the Incubator Marketing and Management Plan

2.32 "the Incubator Marketing and Management Plan"

a detailed plan setting out a package of measures to be adopted by the Owner in the management of the Incubator by delivering the requirements set out in Schedule 6 ensuring the efficient running of the Incubator in perpetuity

2.33 the Incubator Operational Method Statement

the document attached at Schedule 8 being the Incubator Operational Method Statement dated January 2012 by Camden Town Unlimited and University College of London or such revised version as exists from time to time

2.34 "the Incubator Operational Requirement"

a requirement on the Owner to secure the ongoing use of the Incubator as a facility to enable start up businesses of B1 multi-use enterprise offices and media office space to be operated in accordance with the following:-

(a) for ten years following first Occupation of the Incubator to ensure the Incubator is leased to the Incubator Tenant at rent of no more than a peppercorn with no rent reviews to be within the terms of Part II of the Landlord and Tenant Act 1954;

(b) on the tenth anniversary of the first Occupation of the Incubator to either:-

(i) offer to renew the lease to the Incubator Tenant within the terms of Part II of the Landlord and Tenant Act 1954 and for the avoidance of

doubt any improvements undertaken by the Incubator Tenant at the Incubator Tenant's costs shall not be reflected in any market rent for the Incubator; or

(ii) in the event that the lease is not renewed after ten years under (i) above to let the Incubator within the terms of Part II of the Landlord and Tenant Act 1954

- (c) measures to ensure individual occupiers of the units within the Incubator can occupy such work stations in accordance with the Incubator Marketing and Management Plan;
- (d) measures and strategies to ensure the individual occupiers of the Incubator are supported at the end of their tenancy and encouraged to relocate as viable entities to small business space within Camden Town and Kings Cross in order that the enterprises remain both local and within the borough;
- (e) measures to incorporate the elements of the Community Access Plan requirements as they relate to the Incubator
- (f) provision of facilities for enterprise partnering mentoring and to pathfind local schools and local groups into enterprise and business

- 2.35 "the Incubator Plan" a detailed plan setting out how the Owner will secure operation of the Incubator comprising the following:-
- (a) the Incubator Operational Method Statement;
  - (b) the Incubator Marketing and Management Plan;
  - (c) the Incubator Operational Requirement; and
  - (d) 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
- 2.36 "the Incubator Specification" the specification set out in Schedule 7 annexed hereto
- 2.37 "the Incubator Tenant" University College of London or such other entity or organisation as agreed by the Council in writing
- 2.38 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.39 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.40 "Local Enterprise and Employment Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time to secure mechanisms for working with local schools businesses and community groups to foster connections to include:-</p> <ul style="list-style-type: none"> <li>(a) provision of start-up assistance;</li> <li>(b) mentoring schemes for students of the London Borough of Camden;</li> <li>(c) mentoring schemes for start up businesses; and</li> <li>(d) mechanisms to secure preferential rates for occupation of space within the Incubator</li> </ul>
2.41 "Local Procurement Code"	the code annexed to the Third Schedule hereto
2.42 "Market Residential Units"	the 14 x 2-bed 15 x 3-bed and 11 x 4-bed self contained residential flats (Class C3) forming part of the Development
2.43 "Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.44 "Occupation Rent Figure"	<p>the figure (either positive or negative) being the figure resulting from the subtraction of</p> <ul style="list-style-type: none"> <li>(a) the projected annual rents assessed for the whole Development contained in the Owner's viability assessment dated</li> </ul>

October 2011(entitled *103 Camley Street  
Camden NW1 Viability Assessment*)

from

- (b) the proposed annual rents assessed for the whole Development on first Occupation of the Student Accommodation

2.45 "the Parties"

mean the Council the Owner the First Mortgagee and the Second Mortgagee

2.46 "PC Construction Figure"

the figure (either positive or negative) being the figure resulting from the subtraction of

- (a) the projected construction costs assessed for the Development contained in the Owner's viability assessment dated October 2011(entitled *103 Camley Street  
Camden NW1 Viability Assessment*)

from

- (b) the certified construction costs of the Development at Practical Completion

2.47 "Pedestrian Environmental and Safety Improvement Initiative"

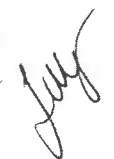
improvements to and around the Public Highway in the vicinity of the Development to include works such as street furniture consolidation; de-cluttering; pedestrian accessibility; footway improvements; pedestrian signage (including Legible London) and way-finding initiatives

2.48 "Plan 1"

the plan marked "Plan 1" annexed hereto showing the Property

2.49 "Plan 2"

the plan marked "Plan 2" annexed hereto showing the Incubator

- 2.50 "Plan 3" the plan marked "Plan 3" annexed hereto showing the Public Realm including the Canal Bridge
- 2.51 "Plan 4" the plan marked "Plan 4" annexed hereto showing the Wheelchair Accessible Units
- 2.52 "Plan 5" the plan marked "Plan 5" annexed hereto showing the Public ~~Realm~~ Access Routes 
- 2.53 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 29 November 2011 for which a resolution to grant permission has been passed conditionally by the Council under reference number 2011/5695/P subject to conclusion of this Agreement
- 2.54 "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 7.1 hereof
- 2.55 "the Planning Permission" a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto
- 2.56 "the Post Construction Viability Assessment" an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-



- (a) be presented substantially in the same form as the Owner's viability assessment submitted in October 2011 (entitled *103 Camley Street Camden NW1 Viability Assessment*) or such other form as agreed by the Council in writing; and
- (b) be based on the same percentage developer's return on market housing and student accommodation values as the Owner's viability assessment submitted in October 2011 or such alternative percentages as agreed by the Council in writing

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

- (c) a copy of the Owner's viability assessment submitted in October 2011 (entitled *103 Camley Street Camden NW1 Viability Assessment*);
- (d) receipted invoices; certified costs; certified copies of sales contracts and/or any leases tenancies or other letting contracts; and best estimates of costs yet to be incurred and value of any unsold or unlet space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

- (e) a solicitors certification confirming the rental and/or sales of the Market Residential Units and the rentals of the Student Units were arm's length third party bona fide transactions and not:-
  - (i) designed to reduce the revenue received from sales/rentals of the Market Residential Units/Student Units;
  - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
  - (iii) transactions between the Owner and its employees; or
  - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;
- (g) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (h) any further information the Council acting reasonably requires

2.57 "the Property"

the land known as 103 Camley Street London NW1 0PF the same as shown shaded grey on the plan annexed hereto

- 2.58 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.59 "the Public Open Space Contribution" the sum of £200,000 (two hundred thousand 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 as follows:-
- (i) the sum of £100,000 shall be applied towards the improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development:
  - (ii) the sum of £100,00 shall be applied towards the British Waterways Kings Cross Central Canal Fund to be used for improvements to the canal towpath and other environmental improvements to the section of the Grand Union Canal that runs between its junction with St Pancras Way to the Islington Tunnel
- 2.60 "Public Realm" the triangular area at the eastern end of the Property (although not forming part of the Property) shown edged in blue on Plan 3
- 2.61 "Public Access Routes" the route with access from Regent's Canal Towpath through the area edged in blue on Plan 5 to Camley Street as indicated for identification purposes only on Plan 5 as may be varied from time to time (with the Council's approval in writing) over which the Owner will

manage public access in accordance with the provisions regulating the Public Access Routes in the Fifth Schedule

2.62 "Public Realm Improvement Plan" a plan setting out a package of landscaping measures to be implemented to improve the Public Realm to be undertaken at no cost to the Council such measures to include:-

- (a) the construction of widened steps down from the Public Realm to the Regent's Canal Towpath as shown in Plan 3;
- (b) paving of the area at the top of the steps adjoining the Development;
- (c) provision for foundations to take the Canal Bridge from the Public Realm to Granary Street;
- (d) upon completion of the works detailed at (a) to (c) above measures to ensure the public has 24 hour access to the Public Realm;
- (e) a package of measures to be adopted by the Owner for the management of (although not so as to create any public highway rights) the Public Realm Access Routes at no cost to the public incorporating (but not limited to) the following elements:-
  - (i) the terms set out in the Fifth Schedule hereto;

- (ii) the methods of safe public access;
  - (iii) the methods of maintenance waste control cleaning and upkeep; and
  - (iv) a mechanism for review and amendment as required from time to time; and
- (f) measures to ensure the landscaping of the Development and/or the Public Realm shall not adversely affect the ecology of the Grand Union/Regents Canal
- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

#### 2.63 "Reasonable Endeavours"

where there is a reasonable endeavours obligation on the part of the Owner in this Agreement the Owner shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then on the other Party's request the Owner shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.64	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator
2.65	"Regulator"	means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
2.66	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.67	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.68	"the Second User Group"	any Student enrolled in an education course during the months of June July August and part of September the duration of which is no more than 20 weeks in any given year at an institution approved by the Council in writing
2.69	"the Service Management Plan"	a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such

servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) specific measures to ensure the safety of students and pupils attending the school adjoining the Property during servicing movements on and around the Property;
- (i) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or

reducing servicing and minimise the demand for the same;

- (j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;
- (k) details of arrangements for refuse storage and servicing; and
- (l) 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

2.70 "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) the incorporation of the measures set out in the submission document entitled *Energy and Sustainability Statement* by McBains Cooper dated September 2011 as supplemented by Appendix C1 Strategy for BREEAM Multi-Residential Rev C; Appendix C2 Strategy for BREEAM 2011 Incubator Pre-Assessment Rev 1 and Summary of Changes table;
- (b) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least



63% of the credits in each of Energy and Water and 67% of the credits in Materials categories;

- (c) achieve at least Level 4 of the Code for Sustainable Homes attaining at least 58% of the credits in the Energy category; 66% of credits in the Water category and 75% of credits in the Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (d) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (e) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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

2.71 "Student"

any student within the First User Group or the Second User Group and reference to "Students" shall be construed accordingly

- 2.72 "the Student Accommodation" the student units within the Development to be used as only as student accommodation the same as is identified on the approved drawings
- 2.73 "the Student Accommodation Requirement" a requirement that the Student Accommodation shall be occupied for no purpose other than as housing available for letting to Students within the First User Group ALWAYS PROVIDED THAT during the months of June, July August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied by Students within the First User Group or the Second User Group and PROVIDED FURTHER THAT first Occupation of the Student Accommodation shall not take place until the Incubator has been let and occupied in Class B1 use
- 2.74 "Student Management Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation to include (but not be limited to) the following:-
- (a) incorporating the elements set out in the "Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation" as amended from time to time;
  - (b) measures to ensure the behaviour of Students both on and off the Property causes minimum impact on or disruption to local residents;

- (c) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (d) a disciplinary procedure for instances where antisocial behaviour of Students arises on or off the Property;
- (e) provisions for policing incidents of noise and anti-social behaviour by Students both on and off the Property;
- (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

2.75 "Surplus"

a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £5,525,000 (five million five hundred and twenty five thousand pounds)

2.76 "Training and Employment Contribution"

the sum of £13,500 (thirteen thousand five hundred 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 in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.77 "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

2.78 "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 Fourth Schedule hereto;
- (b) provision of a TRAVL survey;
- (c) provision for an initial substantial review of the plan within six months of full Occupation Date of the Development ensuring the plan is updated upon receipt of results of the review (including an updated TRAVL survey) and further approved in writing by the Council;
- (d) a mechanism for monitoring and reviewing of the plan annually for a period of five years following the initial substantial review referred to in (b) above and further approved in writing by the Council;

(e) a mechanism for reviewing the plan after the end of the five year period referred to in (c) above when required;

(f) 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;

2.79 "TRAVL"

is an acronym for Trip Rate Assessment Valid for London which is a multi-modal trip generation database designed specifically for use in London to estimate the effect of proposed changes in land use on transport patterns and on the amount of road traffic in an area

2.80 "Wheelchair Accessible Units"

the residential units within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 (as amended) as amended from time to time

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 shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Any agreement, approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall not be unreasonably withheld or delayed
- 3.9 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the owners shall not Occupy or permit Occupation of any part of the Development ..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect of requiring the Owner to cease to Occupy the Development until such time as the following has been undertaken:-
- a. the Council shall give notice to the Owner specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;
  - b. the Council shall state what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;

- c. a period of not less than 21 days shall be stated as the period within which the Owners shall be required to take such steps;
- d. the Council shall have obtained and be acting in accordance with the terms of an express Order of the High Court in England granting a mandatory Injunction in favour of the Council requiring the Owner to cease to occupy the Development by reason of such breach or default;
- e. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner or any other Parties and the Council will give due consideration to any action the Owner or other Parties are undertaking itself to rectify any breach arising within the Development
- f. it is expressly acknowledged by the Owner that notwithstanding the terms of this clause it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

3.10 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.19 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **DEMOLITION MANAGEMENT PLAN**

4.1.1 On or prior to the Demolition Implementation Date to provide the Council for approval a draft Demolition Management Plan.

4.1.2 Not to Demolish nor allow Demolition of the Development until such time as the Council has approved the Demolition 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 Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition of the Existing Buildings 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 approved Demolition Management Plan and not to permit the carrying out of any works comprised in demolition of the Existing Buildings at any time when the requirements of the Demolition 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 CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Construction Management Plan and not to permit the carrying out of any works



comprised 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.

#### **4.3 LOCAL EMPLOYMENT**

4.3.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its Reasonable Endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.3.2 In order to facilitate compliance with the requirements of sub-clause 4.3.1 above the Owner shall use Reasonable Endeavours to work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures 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 the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- 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.

4.3.3 The Owner shall use Reasonable Endeavours to ensure that at all times during the Construction Phase no less than nine construction trade 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; and
- (iii) paid at a rate not less than the national minimum wage.

4.3.4 If the Owner is unable to provide the apprentices in accordance with Clause 4.3.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

- (a) forthwith pay the Council the Additional Training and Employment Contribution in full and for the avoidance of doubt the Training and Employment Contribution is to be paid in addition to the Training and Employment Contribution and not in substitution of the same; and
- (b) shall not Occupy or permit Occupation until such time as the Additional Training and Employment Contribution has been paid in full.

4.3.5 Notwithstanding the provisions in clause 4.3.4 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 the Kings Cross Construction Centre.

#### **4.4 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 Labour Market and Economy Service's Local Procurement Team 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 throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4.4 To use Reasonable Endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### **4.5 THE INCUBATOR**

4.5.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Incubator Plan.

4.5.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Incubator Plan as demonstrated by written notice to that effect.

4.5.3 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 Incubator 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 Incubator Plan.

#### **4.6 STUDENT ACCOMMODATION**

##### **Student Management Plan**

4.6.1 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when it is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of the Student

Management Plan and in the event of any breach of this clause to cease Occupation of the Student Accommodation forthwith until the breach is rectified.

#### **Use of Student Accommodation**

- 4.6.2 To ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement.
- 4.6.3 To ensure that the Student Accommodation is used at all times as a single planning unit and that:
- a) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
  - b) no part of the Student Accommodation (other than as contained in a disposal of the whole) shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation
- 4.6.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being used in strict accordance with clauses 4.6.4 and 4.6.5 and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of clauses 4.6.4 and 4.6.5 and in the event of any breach of this clause to cease Occupation of the Student Accommodation forthwith until the breach is rectified.

#### **4.7 THE ACCESSIBILITY PLAN**

- 4.7.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Accessibility Plan.
- 4.7.2 Not to Implement nor permit Implementation until the Accessibility Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Accessibility Plan have been incorporated into the Development.

- 4.7.4 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 Accessibility 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 Accessibility Plan.

#### **4.8 THE COMMUNITY ACCESS PLAN**

- 4.8.1 On or prior to Occupation to submit to the Council for approval the Community Access Plan.
- 4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Access Plan as demonstrated by written notice to that effect.
- 4.8.3 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 Community Access 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 Community Access Plan.

#### **4.9 ENERGY EFFICIENCY PLAN AND RENEWABLE ENERGY**

- 4.9.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.9.2 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.
- 4.9.3 Not to Occupy or permit the Occupation of the Development 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 implemented in the construction of the Development.

4.9.4 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.

#### **4.10 LOCAL ENTERPRISE AND EMPLOYMENT SUPPORT PLAN**

4.10.1 On or prior to Occupation to submit to the Council for approval the Local Enterprise and Employment Support Plan.

4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Local Enterprise and Employment Support Plan as demonstrated by written notice to that effect.

4.10.3 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 Public Local Enterprise and Employment Support 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 Local Enterprise and Employment Support Plan.

#### **4.11 PUBLIC REALM IMPROVEMENT PLAN**

4.11.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Public Realm Improvement Plan.

4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Public Realm Improvement Plan as demonstrated by written notice to that effect.

4.11.3 To work cooperatively with the Council to implement any alternative plan for the Public Realm which may arise following the Feasibility Study and any other feasibility work undertaken by the developer and/or the Council acting reasonably.

4.11.4 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 Public Realm Improvement 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 Public Realm Improvement Plan.

4.11.5 That is shall allow public access along the Public Access Route at all times after Occupation subject only to the provisions in Schedule 5

#### **4.12 THE SERVICE MANAGEMENT PLAN**

4.12.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Service Management Plan.

4.12.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.12.3 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 Service Management 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 Service Management Plan.

#### **4.13 SUSTAINABILITY PLAN**

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

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

4.13.3 Not to Occupy or permit the Occupation of the Development 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 Development.

4.13.4 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.

#### **4.14 THE TRAVEL PLAN**

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

4.14.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.14.3 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.

#### **4.15 PHASING**

4.15.1 Not to first Occupy or permit the first Occupation of the Student Accommodation until such time as the Council has been notified in writing by the Owner that the Incubator forming part of the Development has been let and is occupied in Class B1 Use

#### **4.16 DEFERRED AFFORDABLE HOUSING CONTRIBUTION**

4.16.1 The Parties agree that notwithstanding the remaining clauses in 4.16 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.16.2 To submit the to the Council for approval the PC Construction Figure together with:-

- (a) all evidence and supporting information reasonably required by the Council to ascertain the PC Construction Figure on the date of Practical Completion; and
- (b) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the evidence submitted under (a).



4.16.3 Not to Occupy or permit Occupation of the Development until such time as the Council certifies the PC Construction Figure in writing.

4.16.4 Provided that the PC Construction Figure is positive, to pay the PC Construction Figure to the Council within 28 days of the date of the Council's certificate issued under clause 4.16.3 of this Agreement.

4.16.5 Provided that the PC Construction Figure is positive, not to Occupy or permit Occupation of the Development until such time as the PC Construction Figure is received by the Council in full.

4.16.6 To submit to the Council for approval the Occupation Rent Figure together with:-

- (a) all evidence and supporting information reasonably required by the Council to ascertain the Occupation Rent Figure on the date of first Occupation of the Student Accommodation; and
- (b) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the evidence submitted under (a).

4.16.7 Not to Occupy or permit Occupation of any more than 20% of the Student Accommodation until such time as the Council certifies the Occupation Rent Figure in writing.

4.16.8 Provided the Occupation Rent Figure is positive to pay the Council the Occupation Rent Figure as follows:-

- (a) 50% within 12 months of the date of first Occupation of the Student Accommodation ; and
- (b) 50% within 24 months of the date of first Occupation of the Student Accommodation.

4.16.9 To submit the Post Construction Viability Assessment to the Council for approval in writing at any time after Implementation up to the date that is 12 months after

Practical Completion provided that the Owner has exchanged on the sale of at least one of the Market Residential Units within that period and provides sufficient information to the Council to evidence the same.

4.16.10 It is agreed that if no Market Residential Units are sold within twelve months of Practical Completion then the following clauses in this clause 4.16 shall not apply.

4.16.11 Not to complete on the sale of more than ten Market Residential Units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing.

4.16.12 Upon the issue of the approval of the Post Construction Viability Assessment the Council will provide to the Owner the following:-

- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post Construction Viability Plan; and

- (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.

4.16.13 If the Assessment Certified Sum exceeds the payment made under clause 2.56(f) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.16.14 In the event the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution or any part thereof.

4.16.15 In the event the Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution.

4.16.16 In the event the Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.

4.16.17 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.

4.16.18 Not to Occupy or permit Occupation of any more than 15 Market Residential Units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

#### **4.17 FINANCIAL CONTRIBUTIONS**

4.17.1 On or prior to the Construction Implementation Date to pay to the Council the Financial Contribution in full.

4.17.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.

#### **4.18 HIGHWAYS**

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

4.18.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

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

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

4.18.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.19 **CAR FREE**

4.19.1 To ensure that prior to occupying any residential unit (including the Student Accommodation) forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.19.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.19.1 above will remain permanently.

4.19.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.19.1 of this Agreement.

5. **OBLIGATIONS OF THE COUNCIL**

5.1 Upon receipt of the Financial Contributions pursuant to clause 4 of this Agreement the Council will apply such financial contributions towards the purpose for which they were received.

5.2 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years from the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not

been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

5.3 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that seeks to carry out and complete the Highway Works at the same time as the Development.

5.4 In the event the cost of assessing the PC Construction Figure is less than the sum paid under clause 4.16.2(b) the Council will refund the Owner the unused amount within 28 days of a written request by the Owner to the Council to that effect.

5.5 In the event the cost of assessing the Occupation Rent Figure is less than the sum paid under clause 4.16.6(b) the Council will refund the Owner the unused amount within 28 days of a written request by the Owner to the Council to that effect

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

6.1 The Owner shall give written notice to the Council on or prior to the Demolition Implementation Date specifying that Demolition of the Existing Buildings is about to take place.

6.2 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.

6.3 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 7.1 hereof quoting planning reference 2011/5695/P the date upon which the Development is ready for Occupation.

6.4 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.

- 6.5 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.
- 6.6 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.
- 6.7 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 reference 2011/5695/P.
- 6.7 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 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 Income Code ZN365 ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 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.

6.8 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.

6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement (excluding the Deferred Affordable Housing Contribution) 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

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

6.10 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.

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

7.1 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 2011/5695/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.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 Neither the Owner, the First Mortgagee nor the Second Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 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.
- 7.8 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.

8. **MORTGAGEE EXEMPTION**

8.1 The First Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8.2 The Second Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9. **RIGHTS OF THIRD PARTIES**

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

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

**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment where possible;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate

filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

#### B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

### C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

## **THE SECOND SCHEDULE**

### **Construction Management Plan**

#### **Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- b) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- c) Proposed start and end dates for each phase of construction.
- d) The proposed working hours within which vehicles will arrive and depart.
- e) The access arrangements for vehicles.
- f) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- g) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- h) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- i) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- j) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- k) Details of proposed parking bays suspensions and temporary traffic management orders.
- l) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- m) Details of hoarding required or any other occupation of the public highway.
- n) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- o) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- p) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- q) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- r) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- s) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- t) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- u) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- v) Any other relevant information with regard to traffic and transport.

- w) The Construction Management Plan should also include the following statement:

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

**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 THIRD 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/Developer 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

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

#### **Section 1.02 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).

- 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 the commercial areas:

- 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**

The Owner should 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 once every year following the initial substantial review undertaken six months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

**THE FIFTH SCHEDULE  
TERMS FOR THE PUBLIC REALM ACCESS ROUTES**

It is agreed between the Owner and the Council that there is no intention to create any public rights of way to the Public Access Routes falling within the Property and that the access of the public to the Public Access Routes within the Property shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or part or parts of it for the purpose of maintenance repair or rebuilding of it and notwithstanding anything contained in this agreement the Owner may from time to time prevent or restrict access to the Public Access Routes within the Property or part or parts thereof but only for so long as is reasonably necessary for the following purposes:

- 1 the maintenance of the Public Access Routes;
- 2 the laying, construction, inspection, maintenance, repair or renewal of any building or buildings or any services or service media serving such building or buildings now or hereafter on the Property adjoining the Public Access Routes or any part thereof (including the erection of scaffolding);
- 3 the rebuilding or redevelopment of any part or parts of the Property adjoining the Public Access Routes;
- 4 in cases of emergency or some danger to the public;
- 5 for any other sufficient cause approved by the Council;
- 6 servicing of the Development at the time and for the periods approved as part of the Public Improvement Plan;
- 7 for such minimum periods as may be necessary to prevent the creation of any public rights of way over the Property;
- 8 closure to allow the Owner and/or their contractors or occupiers of the Development to carry out maintenance cleaning remedial and other necessary works to the relevant areas and/or the parts of the Development abutting such areas (including works of shop fitting or other structural or non-structural works and/or alterations);

- 9 closure of the Public Access Routes for the holding of private events exhibitions or similar functions (to which the public at large are not admitted or are admitted on payment of a fee) up to a maximum of 28 days in any 12 month period unless prior approval for additional closures of the Corporation is obtained;
- 10 The Owner may make and enforce (without prejudice to the generality of the foregoing) such reasonable rules and regulations governing access as it may from time to time consider necessary and appropriate to control the access to the Public Access Routes and shall send to the Council by way of consultation before they are brought into force a copy of any rules and regulations so made and shall inform the Council in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force;



## **THE SIXTH SCHEDULE THE INCUBATOR MARKETING AND MANAGEMENT PLAN**

The Marketing and Management Plan shall include the following requirements:-

1. The Owner shall work with the Incubator Tenant and Camden Town Unlimited (or such other organisation as nominated by the Owner and approved by the Council) to form a Management Board and Management Company;
2. The Owner shall provide the Council with a solicitor's certificate which certifies that the Management Board and Management Company has been legally established with all the correct articles, terms of reference, constitutions and any other legal documents required to establish and run the same in place;
3. The Management Board shall include a representative from the London Borough of Camden's Regeneration Department (or such other officer of the Council as may be nominated by the Council);
4. The Management Company's objectives and terms of reference to be defined and subject to review by Management Board;
5. Annual monitoring reports will be provided to the Council on the anniversary of first Occupation of the Incubator;
6. Measures to ensure provision of feedback from Council will properly considered and acted upon where requested and reporting provisions setting out in writing to the Council as to why any feedback has not been acted upon;
7. Inclusion of arrangements for selecting Incubator occupiers and for determining rents paid by Incubator tenants and the services and lease arrangements provided by the Owner and/or the Incubator Tenant to individual Incubator tenants;
8. To set limits on the length of time the individual occupiers can operate out of the Incubator to be reviewed and agreed by the Council and Camden Town Unlimited (or such other organisation as nominated by the Owner and approved by the Council) from time to time;

9. To both provide a definition of qualifying businesses and to abide by the same, such definition to include (but not be limited to) measures to ensure that the individual occupiers or groups of occupiers shall not:-
- (i) be a subsidiary of a larger businesses;
  - (ii) consist of any more than five employees;
  - (iii) have operated as a business for any longer than two years prior to occupying the Incubator
10. Individual occupiers of the Incubator are to be charged a maximum fee of £75 per week inclusive of service charges, to be increased by reference to current Bank of England inflation rate only after the tenth year anniversary of Occupation;
11. Rents to be inclusive of service charges;
12. No further charges shall be applied for example in respect of business rates, lighting and heating, internet access, hot water and showers or cycle facilities;
13. The occupation terms of the individual occupiers of the Incubator shall be specified in the Marketing and Management Plan;
14. The Owner shall be responsible for repairs and services to the Incubator. The cost of the repairs and services may be reclaimed from the tenant by the Owner under a service charge;

## **THE SEVENTH SCHEDULE INCUBATOR SPECIFICATION**

1. The B1 office element shall have both canal side frontage(s) and street frontage setting with good levels of natural lighting throughout – in accordance with the planning consent drawings;
2. The accommodation to be fully complete to a wind and watertight external envelope in accordance with the detailed planning consent drawings, and including all reserved matters, materials and details, windows (opening and fixed), doors and associated ironmongery and external lighting. Any such lighting as may be required for the public areas to allow access by the public shall also be provided;
3. Provide an independent well-identified and physically separate, fully finished reception area to the Camley street level, to be floored and decorated to an agreed specification with lighting, power, reception desk and raised flooring as required. Install an appropriate entry security system with swipe cards/fobs
4. Provide a large landscaped, planted outdoor courtyard amenity fronting onto Regent's Canal towpath in accordance with the planning consent drawings, including security gates to self-contain the courtyard areas from the towpath at given times;
5. The B1 office accommodation is to be of regular plan and capable of flexible subdivision into self-contained areas/units as may be required but ensuring provision of a minimum of [120] individual supported work stations within the Incubator;
6. The floor to ceiling height throughout is to be the maximum reasonably achievable subject to a minimum of 3.5m and a maximum of 4m. The accommodation is to be subject to the requirement for an at-grade entrance to the reception area from Camley Street and at-grade entrance to the lower ground incubator space from the Regent's Canal towpath;
7. The floor space to incorporate as few structural columns as may reasonably be required. An area of not less and 300m<sup>2</sup> within the canal-side southern element of the incubator floor space is to be provided column-free;
8. The floors to be power floated with minimum of 5Kn loading capacity;
9. All steps are to be precast concrete;
10. The soffit to be exposed fair-faced polished concrete;
11. Any structural columns are to be finished in polished concrete;

12. The accommodation to be naturally cross ventilated;
13. A dedicated enclosed bin store of the required capacity will be provided;
14. All internal walls are to be either of fair-faced blockwork or brickwork or unpolished concrete finish;
15. Provide a minimum of 16 x fully-finished, good quality WC's (eight male and eight female) and six x fully-finished, good quality showers, all provided to a standard consistent with the WC and shower facilities installed within the student accommodation, and subject also to any applicable minimum requirements under BCO guidelines;
16. Provide cycle access at ground floor and canal towpath level with secure storage at ground or below ground level together with DDA compliant ramps or suitably sized lifts with street access independent of the ground floor reception. The number of cycle spaces to be in compliance with the Council's requirements and shall include visitor and public cycle parking spaces;
17. All lifts to be provided will be DDA compliant fully installed and commissioned;
18. The associated car parking to include such disabled parking as may be required by the Council;
19. The delivery yard to be provided including electronically operated full height gate(s);
20. All statutory services to be supplied to the B1 accommodation capped and tested and separately metered (including ducting for 20MB+ broadband cable or fibre). The incubator use will require 175 Kva 3 phase power;
21. The accommodation shall be in compliance with all BREAAAM Prequalification and post-qualification testing and certification, insofar as this relates to those elements that comprise the shell and core component of the commercial accommodation;
22. All drainage to be installed and connected;
23. All drainage from the upper floors to be independently accessible and, wherever possible, run outside of the commercial spaces. The impact(s) of any limited drainage runs passing through the commercial accommodation are to be pre-agreed between the Buyer and Seller;
24. Provide the necessary allocated plant area(s) to the roof(s) of the development for the a/c plant and air intakes required with sufficient riser space to roof level with free

air circulation around the designated plant areas provided. The plant area to have 24 hour unrestricted access for maintenance and clear headroom of not less than 3.5m;

25. Provide linkage to the main scheme CHP and DHP to be provided within the building, with the ability to draw a metered supply;

26. The Incubator Facility is to comply with all DDA regulations.



**THE EIGHTH SCHEDULE  
INCUBATOR OPERATIONAL METHOD STATEMENT**





# **103 Camley Street, Camden NW1**

## **Incubator Operational Method Statement**





## Operational Method Statement – October 2011

### The Incubator at the Camley Street Gateway

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#### 1.0 Background

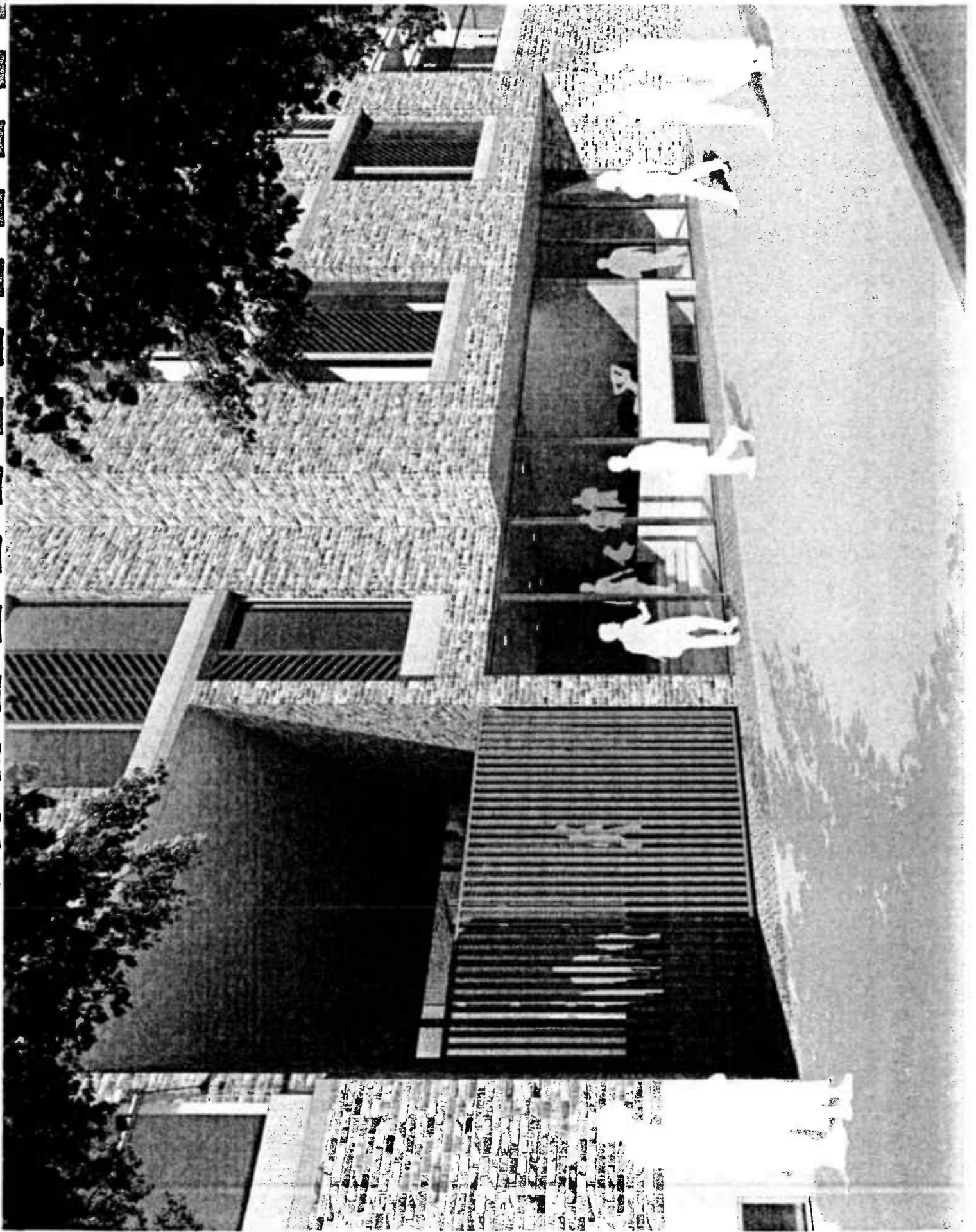
- 1.1 The Incubator at 103 Camley Street will comprise 1,431 sqm GIA (1,593 sqm GEA) of cross funded self-contained B1 multi-use enterprise offices and media office space to be created as part of a comprehensive mixed use development of this site. The Incubator will have entrances to Camley Street and at canal towpath level. The principal floor area will comprise open plan space at canal towpath level. On grade and disabled access is provided at both Camley Street and towpath level.
- 1.2 The Incubator space will be constructed by Urbanest and will be leased back by the owners to a new entity comprising Camden Town Unlimited (CTU) and University College London Advances (UCL). The premises will be produced to a pre-agreed specification prior to the other residential elements on the development being occupied.
- 1.3 CTU and UCL have worked closely together at CTU's Collective in Camden Town. Collective is recognised by the London Borough of Camden, the GLA and many others as an exemplar of public private working to support and promote business enterprise and entrepreneurial activity in Camden, particularly in early stage business development. The workings of the Collective also achieve two key Camden and European Community CSR initiatives namely in the Community and Market Place categories.
- 1.4 The Incubator represents the relocation and expansion of the Collective facility. CTU currently leases its shell premises in Camden Town on a short term basis. The short term lease on the Collective is due to be determined in 2013 when the existing Collective premises will be developed for other uses by the current owners.
- 1.5 CTU's Collective has spawned over 30 new and very diverse businesses since it was established in 2009. The premises and initiative have been featured extensively in the media. The accommodation secured the New London Architecture best office award in 2009 even though the space has been created within a bare shell and at minimal cost. This is indicative of the cost effective and innovative working methods of Collective. A number of the businesses created have been featured in the media, news and press articles in which the unique qualities of the Collective had been identified and promoted.

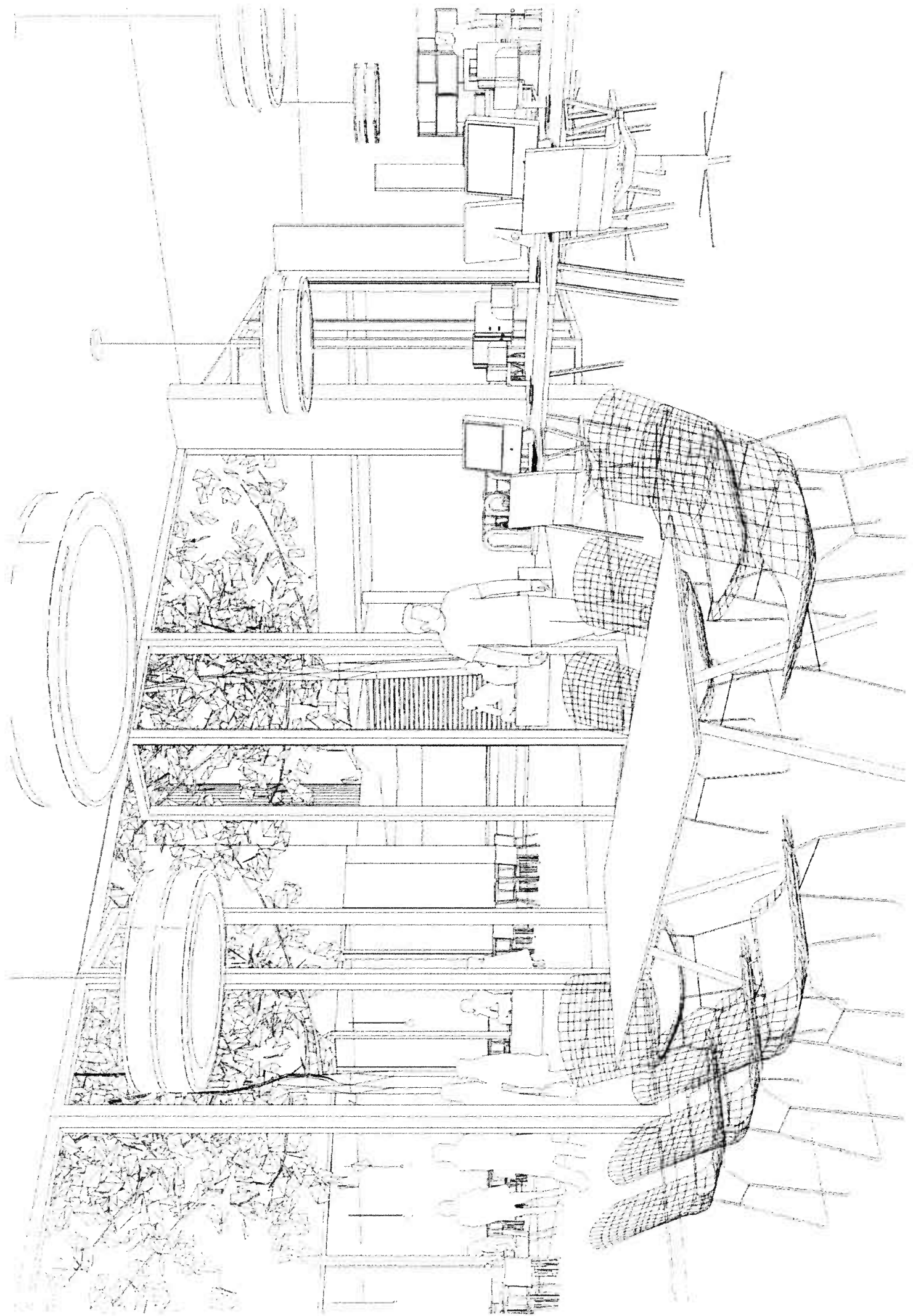
- 1.6 Aside of the Collective there is no real alternative to nominal cost start-ups in the Borough. As a result these enterprises find it increasingly difficult to start or are lost to Camden. Other Boroughs are starting to encourage enterprise initiatives elsewhere in London but either do not have the ability to progress their opportunities or are seeking to tap into enterprises from Camden's knowledge base. Camden Council acknowledges that the lack of start-up facilities is a major deficiency in its business plan, enterprise profile and pipeline. Many authorities are seeking to establish Incubator type operations but do not have the level of raw material available to Camden or CTU's and UCL's tried and tested experience. Without Incubator, however, and with the closure of Collective, Camden will lose its emerging enterprises and lose its start-ups to other areas of London or other counties or these enterprises will just fail to begin in the first place. This will directly and negatively impact small enterprise opportunities and start-ups within the Borough.
- 1.7 The Collective was spawned out of the joint Camden Council and CTU Pop-Up Shops initiative with the economic downturn of 2008 and is the first pop-up business space in London. CTU and the London Borough of Camden have worked closely together to orchestrate the funding of this facility to date. CTU has additionally secured EU funding to assist with this facility with this otherwise funded by CTU's business members.
- 1.8 The success of the Collective has highlighted the plight of start-up enterprise in the Camden area and in London as a whole. A number of London based initiatives are now seeking to follow the Collective model.
- 1.9 Once the start-up businesses become established, small business space exists locally for the next stage of development. Camden's own policies promote the creation of small business space. CTU promotes the creation of small business space for those enterprises that have been successfully established and have raised funding. The missing link in creating enterprises is the tentative first stages of development when the concept evolves into an enterprise to progress and sustain this through to a tangible and viable business capable of standing on its own feet. Small enterprises that start in an Incubator environment have been statistically proven to have a much greater chance of success and of reaching essential capital funding to progress ideas into real businesses.

- 1.10 The users of the Collective facility range from graduates often from Camden's Higher Education Institutes (HEIs) with strong links to UCL and the University of the Arts through to school leavers all seeking to advance fledgling companies/initiatives. CTU welcomes all serious enterprises but has additionally accommodated some third sector and charitable operations. CTU promotes and encourages local enterprise. CTU promotes the retention and growth of the knowledge economy within the Borough for the benefit and greater inclusivity and diversity of the business enterprises working with our stakeholder partners, for example the Camden HEIs, the British Library and Camden Council.
- 1.11 UCL generates over 11,000 graduates each year and is ranked as a University 4<sup>th</sup> in the UK and 17<sup>th</sup> worldwide. UCL is the second highest ranked University in London and is located within the London Borough of Camden. The University has strong links with both the Council and CTU. A number of individuals and enterprises currently utilising CTU's Collective space are referred by UCL. UCL has identified that viable business start-ups can be created from its graduate pool and has a strategy for developing this with their own graduates that can equally apply to graduates from other HEIs.
- 1.12 UCL has been charged by HM Government with forging a link between the Tech Hub facilities of East London with the HEIs and funding streams of Central London. It is anticipated that an important element of the work of Incubator will be the creation of enterprise links across London as well as within the local community providing a wider range of access by new businesses and enterprises in their start-up phase. Users of the Incubator will have access to other enterprise facilities within the capital and be encouraged to forge links with other enterprises pursuing common themes. UCL also has established links to business development funding. Both UCL and CTU have active mentoring programmes helping new enterprises to grow productively.
- 1.13 The Incubator will be capable of accommodating in excess of 300 new enterprises. It is expected that this number will be replicated every 12-18 months. Over a 10 year period the Incubator has the potential to promote, sustain and mentor over 3,000 new business ventures and make the facility a unique enterprise driver within the Camden and London economies.
- 1.14 CTU has closely involved the Collective users in the pre-application stages of the Incubator proposal with Collective users attending the public consultation events. Collective enterprises are very supportive of the proposed expansion of the Collective into Incubator with the provision of longer term, modern facilities in a key canal side location between Camden Town and Kings Cross.

- 1.15 CTU has fully consulted alongside the applicants with local residents and Ward Councillors concerning the Incubator proposals and has been strongly supported in its objectives by these parties as well as its stakeholder partners.







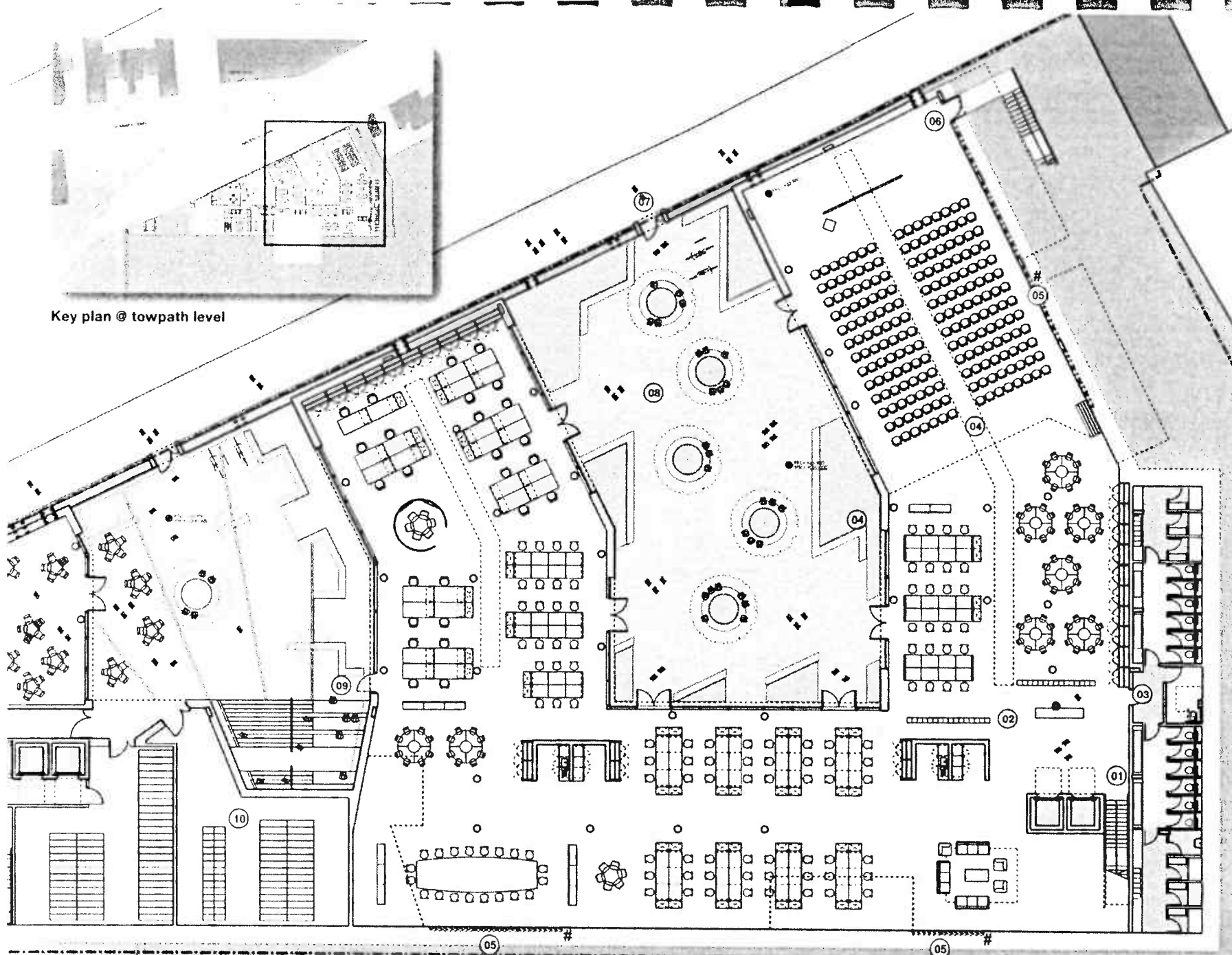


## **2.0 Day to Day Operational Management**

- 2.1 The Incubator will be managed day to day by CTU and UCL Advances.
- 2.2 Access by start-up enterprises to the Incubator will be positively vetted by a management panel but will basically continue as an extension of the current arrangements at the Collective.
- 2.3 Provided applicants can demonstrate that they can cover the low base costs and have a genuine positive intent to advance their enterprise ideas and to work in the open plan format in a positive and co-operative basis with other users, it is envisaged most applicants will be accepted up to the point of capacity. Enterprises will be required to work within pre-set ethical guidelines
- 2.4 Local initiatives and enterprises will be positively encouraged.
- 2.5 The Incubator will provide wholly self-contained, bright, well lit, well ventilated modern office based accommodation focused around a large planted central courtyard with its own access to the canal towpath.
- 2.6 Access to the Incubator facilities will be on a low cost basis. A typical individual user will be charged on current rates at no more than £75 per week inclusive. The size of group enterprises will typically be limited to 5 persons maximum who will be charged on a multiple of the individual rates. The cost will be a single charge payable monthly. No further charges will apply in respect of:
  - (i) Business rates
  - (ii) Lighting
  - (iii) Heating
  - (iv) High speed Internet access
  - (v) Hot water and showers
  - (vi) Secure cycle facilities
  - (vii) CCTV and on-site security
- 2.7 Access to the larger meeting spaces within Incubator will be pre-booked with the day to day management of the facility. These spaces will be used for:
  - (i) Larger group meetings of the Incubator users
  - (ii) Mentoring sessions
  - (iii) Lectures and symposiums
  - (iv) Presentations by Incubator enterprises to potential backers and funders

- 2.8 The potential exists for pre-booked uses of the larger spaces to local residents groups and the third sector to the benefit of the local community.
- 2.9 Local residents will be encouraged to participate in the learning and mentoring sessions. There will be a facility for enterprise partnering and to pathfind local schools and local groups into enterprise and business. Links have already been established between many Camden businesses with local schools under the businesses CSR programmes.
- 2.10 Start-up enterprises will be able to use the Incubator facility for a maximum of 12-18 months. After this time they will be encouraged to relocate as viable entities to small business space within Camden Town and Kings Cross in order that the enterprises remain in the Borough and to establish an enterprise forum within the area and Borough.
- 2.11 Part of CTU's and UCL's functions will be to foster relations between Incubator users and Camden's wider business community introducing the expertise of business in Camden Town and Kings Cross who will be encouraged to mentor and champion start up enterprises as part of their CSR programmes. CTU and Collective has already established these links with local businesses and mentoring partners. UCL has its own mentoring and contact base and between the two organisations a greater degree of exposure and impact will be achieved.
- 2.12 Incubator will establish links and encourage inward investment to enterprises starting with Incubator.
- 2.13 The accommodation will be finished to open plan 'warm shell' standard including secure entrance, lobby, stairs, lifts (providing full disabled access), heating, lighting, hot water, wc's/showers and secure bicycle storage, power floated floors and columns, fully double glazed with landscape courtyards and common areas. Attached is an indicative space planning plan for the Incubator space. .
- 2.14 The overall building and security including the building perimeter will be managed by Urbanest with 24/7 onsite security and CCTV.

Key plan @ towpath level



- 01 Stairs from street level & lift lobby
- 02 Indicative open plan office layout
- 03 WC's/shower facilities
- 04 Indicative lecture theatre layout in column-free area
- 05 High-level windows for daylight & ventilation
- 06 Escape route
- 07 Secure access from tow-path
- 08 Private landscaped courtyard
- 09 Secure access to shared/cafe courtyards
- 10 Cycle rack provision within shared bike store

Indicative layout 1:200@A3



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
103 CAMLEY STREET

~~EXECUTED AS A DEED BY~~  
~~REGENT REGENERATION LIMITED~~  
~~in the presence of:~~

.....  
Witness Signature

Witness Name

Address

Occupation

EXECUTED AS A DEED BY  
SCS CAMLEY LIMITED  
in the presence of:

.....  
Witness Signature

Witness Name

Address

Occupation

~~Executed as a deed by~~  
~~BANK LEUMI (UK) PLC~~  
~~acting by:~~

Director

Director/Secretary

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

.....  
Authorised Signatory





EXECUTED AS A DEED BY  
REGENT REGENERATION LIMITED  
in the presence of:

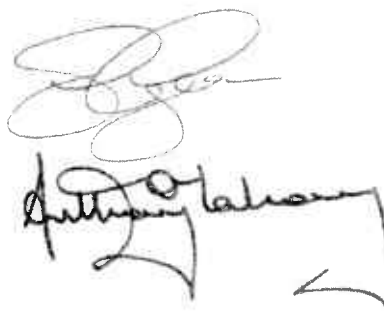


Witness Signature

Witness Name Keri Breadner

Address 12 Brighton Terrace, Douglas  
Isle of Man

Occupation Administrator



EXECUTED AS A DEED BY  
SCS CAMLEY LIMITED  
in the presence of:

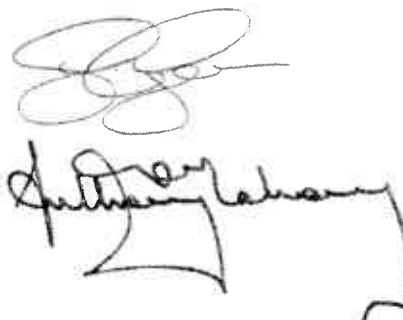


Witness Signature

Witness Name Keri Breadner

Address 12 Brighton Terrace, Douglas  
Isle of Man

Occupation Administrator



Executed as a deed by  
BANK LEUMI (UK) PLC  
acting by:

Director

Director/Secretary

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

Authorized Signatory





Signed as a deed by

DAVID GREGG  
[NAME OF ATTORNEY 1]

And

SIMON ROTBERG  
[NAME OF ATTORNEY 2]

as attorneys for

**BANK LEUMI (UK) PLC**

under a power of attorney dated 25 January 2012  
in the presence of:

[SIGNATURE OF WITNESS]

Name: ~~SONIAH~~ ASHLEY

Address: BANK LEUMI CENTRE

20 STATION PLACE  
LONDON W1C 1SG

Occupation: BANK OFFICER

[SIGNATURE OF ATTORNEY 1]

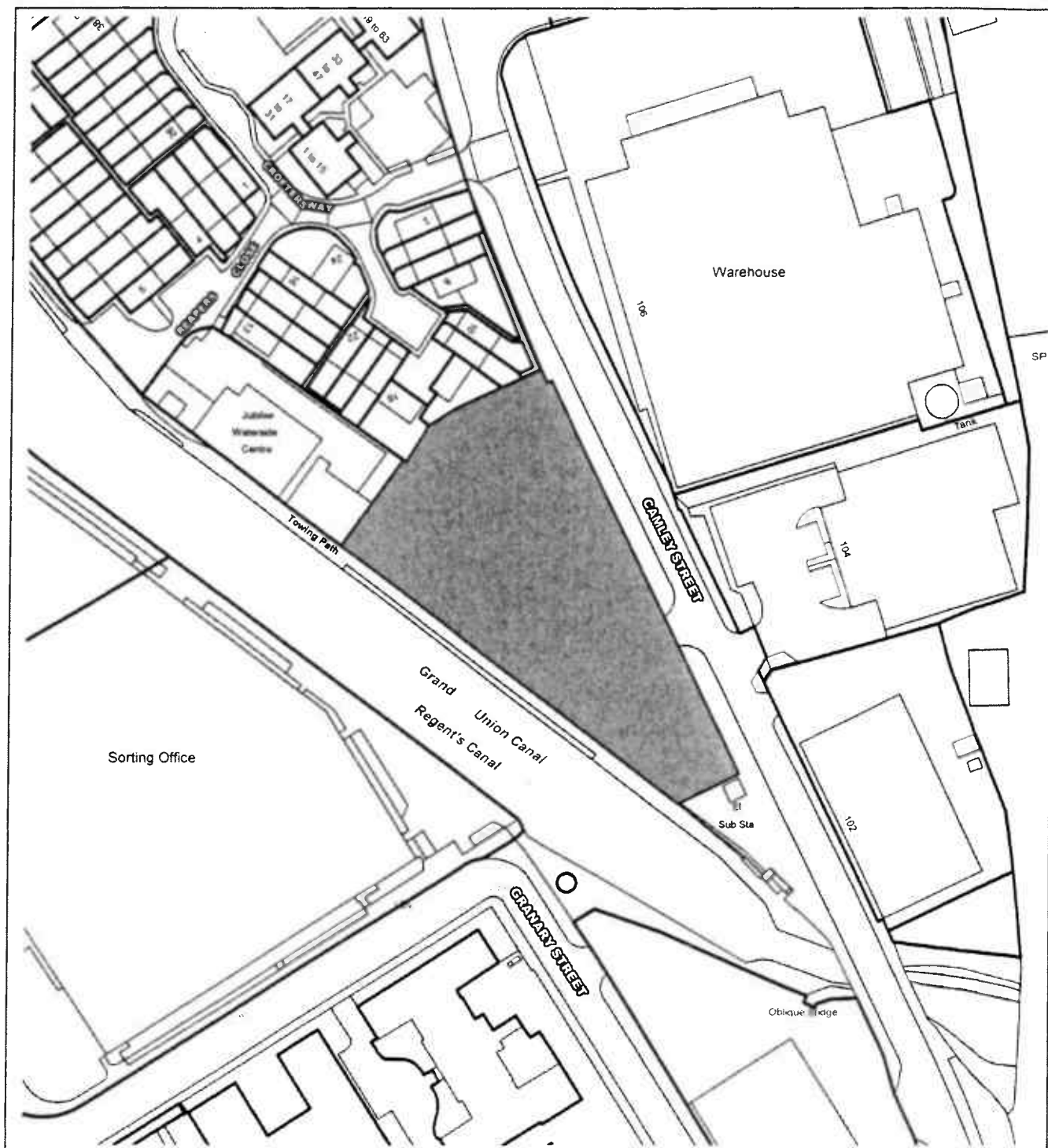
Attorney for **BANK LEUMI (UK) PLC**

[SIGNATURE OF ATTORNEY 2]

Attorney for **BANK LEUMI (UK) PLC**



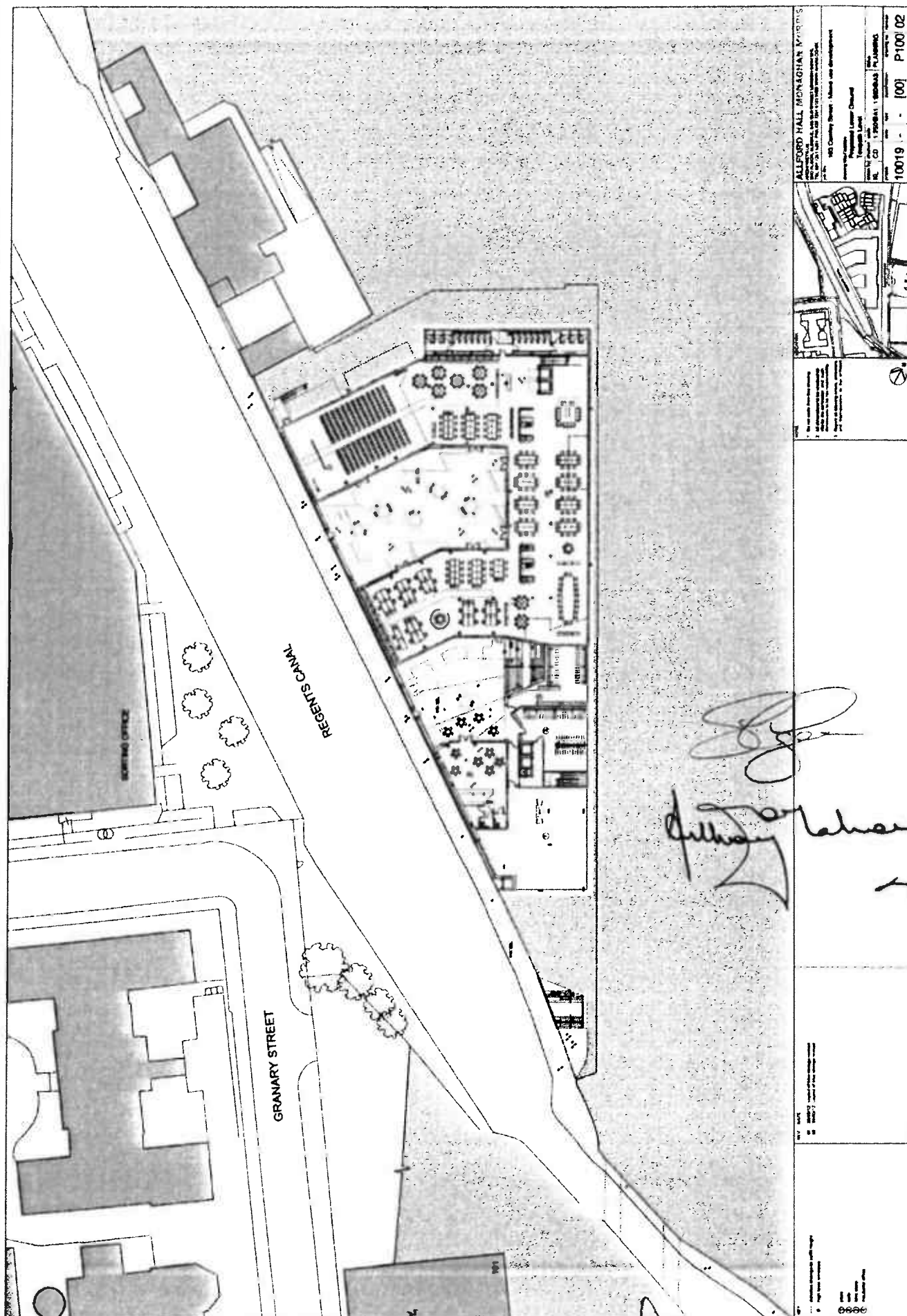
**PLAN 1**  
**103 Camley Street**  
**London NW1 0PF**



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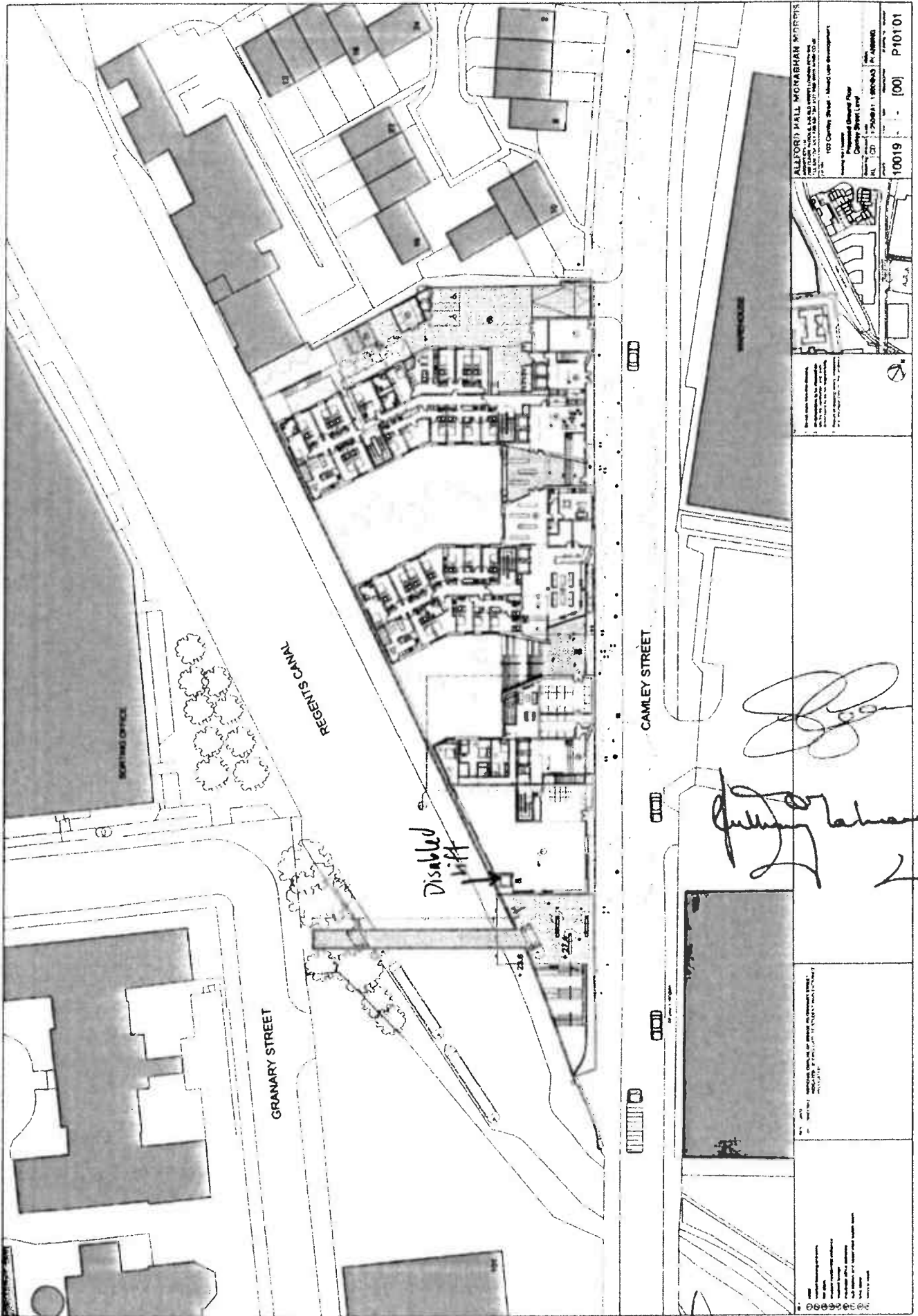


PLAN 2





# PLAN 3



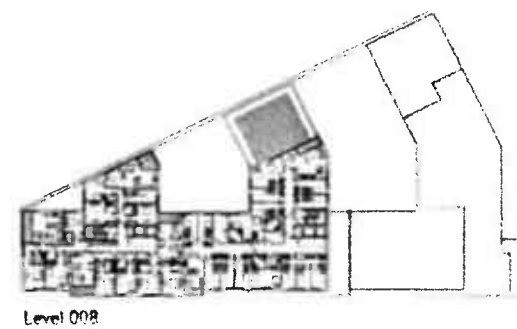
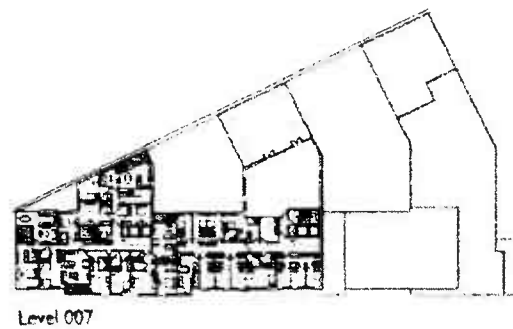
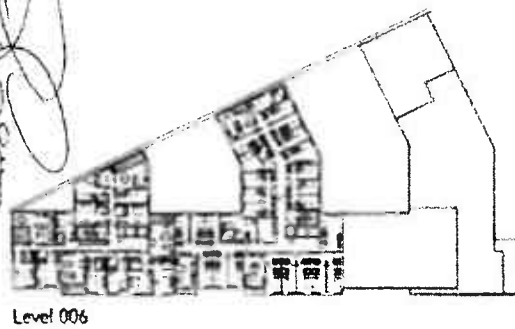
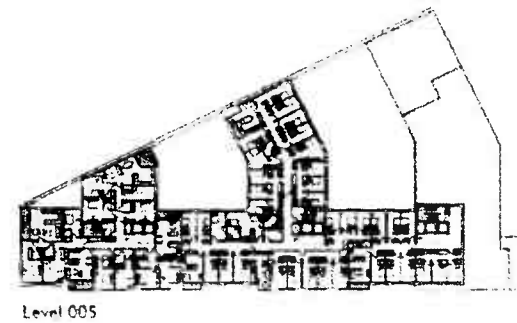
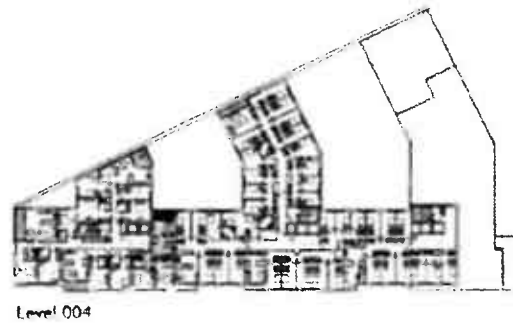
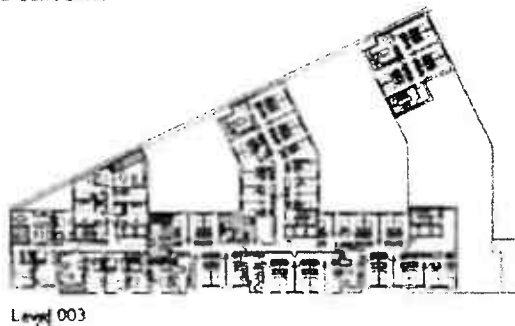
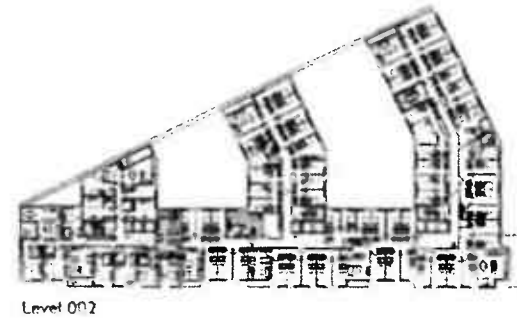
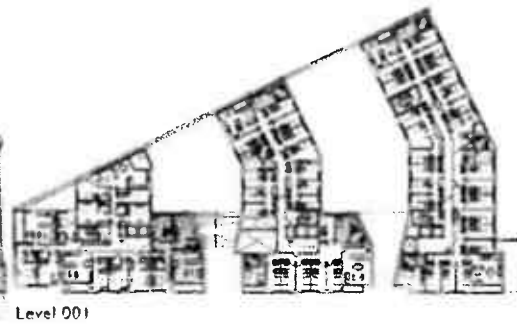
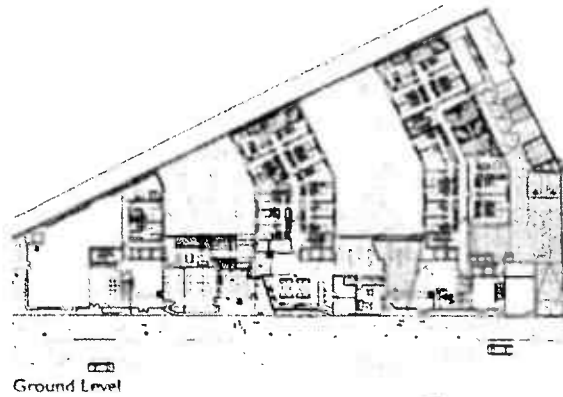




Location of student wheelchair accessible units (5%)

Location of student wheelchair adaptable units (5%)

Location of market housing wheelchair adaptable units

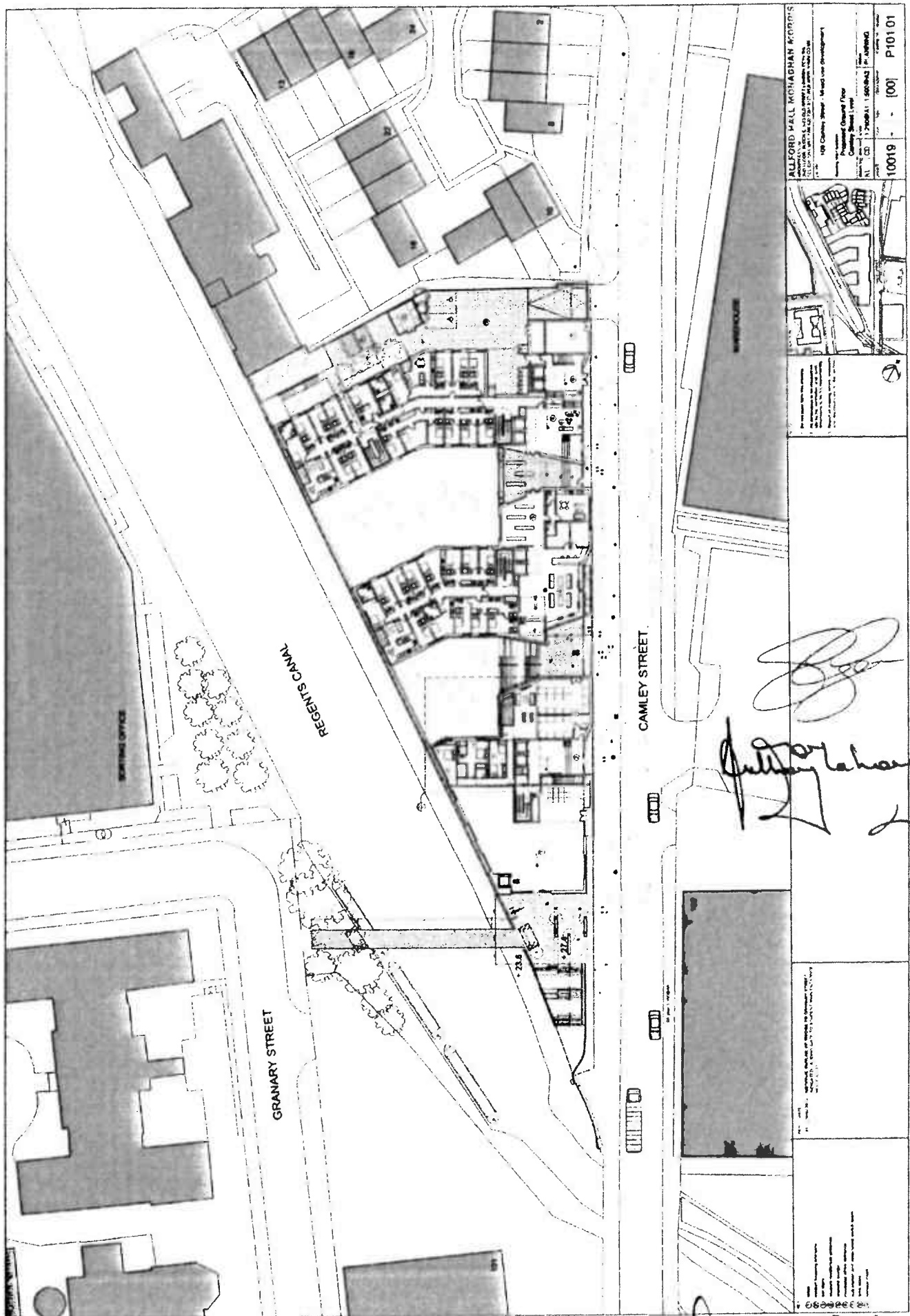


*Handwritten signature and initials:*  
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PLAN 5



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DP9  
100 Pall Mall  
LONDON  
SW1Y 5NQ

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2011/5695/P**

30 March 2012

Dear Sir/Madam

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

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

Address:  
**103 Camley Street**  
**London**  
**NW1 0PF**

**PROPOSAL**

**DECISION**  
Demolition of existing industrial buildings (Class B1c & B8) and the erection of a building ranging from 4-12 storeys to create a mixed use development comprising 307 x student units accommodation (Class Sui-Generis) including student cycle store; 14 x 2-bed, 15 x 3-bed and 11 x 4-bed self contained residential flats (Class C3); incubator business units comprising 1,653sqm floorspace (Class B1); 2 x retail units of 406sqm (Class A1/A3) and associated works and improvements to public realm including canal footpath.

Drawing Nos: Design and Access Statement by AHMM Architects dated October 2011; Planning Statement by DP9 dated September 2011; Townscape Heritage and Visual Impact Statement by Richard Coleman Citydesigner dated September 2011; Transport Assessment by TPP Consulting dated September 2011; Traffic Management Report by Mansell dated September 2011; Construction Method Statement by Mansell dated September 2011; Energy and Sustainability Statement by McBains Cooper dated September 2011; Contamination and Remediation Assessment by CG/5521 dated September 2011; Basement Impact Assessment -Screening Report by Card Geotechnics dated November 2011; Basement Impact Assessment -Scoping Report by Card Geotechnics dated November 2011; Daylight and Sunlight Report by Anstey Home dated September 2011; Environmental Noise Survey and External Building Fabric Report by RBA Acoustics dated September 2011; Socio-economic Context Report Hunt Dobson Stringer dated September 2011; Microclimate Assessment by RWDI dated September 2011; Protected Species Report by Aspect Ecology dated September 2011; Incubator

Operational Method Statement by CTU and UCL dated October 2011; Student Management Plan by Urbanest dated September 2011; Statement of Community Involvement by Four Communications dated September 2011; Letter and attachments from DP9 to the GLA dated 01/03/2012; email and attachments from DP9 to LBC dated 01/03/2012.

[Prefix (00) P] 001, 002, 003, 004, 005, 006 007, 008, 010 rev 01, 020, 021 rev 01, 022 rev 01, 100 rev 02, 101 rev 01, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 200, 201 rev 01, 202, 203, 204, 205, 400, 401, 402, 420, 421 and 422.

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 40 self contained (Class C3) residential flats within the development hereby approved shall not be marketed as exclusively student accommodation or through media or by organisations engaged exclusively with providing services and/or accommodation for students.

Reason: In order to ensure that these units contribute to creating a mixed and inclusive community within the development and in the interests of protecting the residential amenities of the surrounding area as required by policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP9 of the of the London Borough of Camden Local Development Framework Development Policies.

- 3 The details of the following shall be submitted to, and approved in writing by, the Local Planning Authority before any work is commenced on the relevant part of the development:
  - a) Shop and Café fronts; including sections, elevations and materials
  - b) Facing materials
  - c) Details including sections at 1:10 of all windows, aluminium panels, ventilation grills, external doors and gates
  - d) Details including materials of all balconies and roof terraces
  - e) Detailed design of the steps to the canal towpath

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A Sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Local Authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel should be no less than 1m x 1m. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No works to the canal wall shall take place until a detailed survey of the condition and structural stability of the canal wall has been undertaken and a method statement for the salvage of items including brickwork and the reuse of these within any rebuilt sections of the canal wall and adjoining structures as appropriate has been prepared, such details to have been submitted to and approved by the local authority in writing before the development has commenced. The works shall not proceed other than in strict accordance with such method statement as has been approved.

Reason: In order to mitigate the proposed loss of parts of the canal wall in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to first occupation of the development hereby approved, details of a scheme for lighting of the canalside and closed circuit television fixed to the external faces of the building shall be submitted to and approved by the local authority. The approved scheme shall thenceforth be implemented and permanently retained and maintained.

Reason: In the interests of security of the building and its occupants and to ensure that the proposed lighting is not prejudicial to the biodiversity of the canal in accordance with policies CS15 and CS17 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Before the development commences, details demonstrating that all of the residential units hereby approved will be provided to Lifetime Homes standards shall be submitted to and approved by the local planning authority prior to commencement of the residential development. The development shall be carried out in accordance with such details as are approved.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Before the use commences sound insulation shall be provided for the building in accordance with the specification approved in the approved Environmental Noise Survey and External Building Fabric Report. The use shall thereafter not be carried out other than in complete compliance with the approved scheme.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 No external plant, 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 Local Planning Authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.



- 11 No loading or unloading of goods within or adjacent to the on-site loading bay within the development hereby permitted shall be carried out outside the following times 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday. It shall not be carried out at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The cycle storage facilities within the areas shown for such use within the approved plans shall be implemented in full prior to the first occupation of the relevant use(s) for which it is to serve. The approved facilities shall thereafter be permanently maintained and retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 13 No works on the relevant parts of the development shall take place until full details of hard and soft landscaping and means of enclosure (including the canal wall) of all un-built, open areas have been submitted to and approved by the Local Planning Authority. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to the first occupation of the building a plan showing details of the green roof including 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, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 16 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 to the satisfaction of the Local Planning Authority. Details shall be submitted to and approved by the Local Planning Authority before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction"

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 17 Before the development is commenced details of a scheme for provision of biodiverse features and habitats in accordance with the approved Protected Species Report shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to occupation and thereafter maintained and retained in accordance with such scheme.

Reason: In order to conserve and enhance the biodiversity of the area in accordance with policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 18 The clearance of the existing northern warehouse building on the site and vegetation from the canal wall shall be undertaken under a watching brief by a qualified ecologist. A report of the watching brief by the person who carried it out including details of their qualifications shall be submitted to and approved by the Local Planning Authority before works on the new buildings are commenced.

Reason: In order to ensure adequate measures for protected species that may exist on the site in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 19 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 Council 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 policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 20 Details of children's play facilities on the residential communal roof terrace shall be submitted to and approved by the local authority before any work on the above ground development is commenced. The fixtures and fittings as approved shall be installed prior to occupation of any of the residential units and the play area shall be retained and maintained unless otherwise agreed by the local authority.

Reason: To ensure that the development makes satisfactory provision for play facilities in accordance with policy DP31 of the London Borough of Camden Local Development Framework Development Policies.

- 21 No development shall take place until: a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Local Planning Authority; and b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Local Planning Authority. c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Local Planning Authority.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies..

- 22 The development hereby permitted shall be carried out in accordance with the following approved plans [Prefix (00) P] 001, 002, 003, 004, 005, 006 007, 008, 010 rev 01, 020, 021 rev 01, 022 rev 01, 100 rev 02, 101 rev 01, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 200, 201 rev 01, 202, 203, 204, 205, 400, 401, 402, 420, 421 and 422.

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 You are reminded that bats, reptiles and nesting birds are protected under the Wildlife and Countryside Act 1981 and should any bats or their roosts be found on the site then English Nature should be contacted. Further survey work of potential habitats should be undertaken together with mitigation/replacement habitat creation as appropriate in accordance with the recommendations of the Protected Species Report accompanying the application. Survey work and clearing of trees and shrubs should take place outside of the bird-nesting period (i.e. outside of March-Sept) unless supervised by a competent ecologist to ensure that relevant legislative requirements are met.
- 4 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up to date ecological information and this will help in future decision making.
- 5 The applicant should liaise with Camden's Arboricultural Services regarding works to the London Plane street trees before this is commenced. Please contact Al Smith on 0207 9741544 ([alistair.smith@camden.gov.uk](mailto:alistair.smith@camden.gov.uk)).
- 6 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
- 7 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of

Camden Local Development Framework Core Strategy with particular regard to CS1 Distribution of growth CS2 Growth areas, CS4 Areas of more limited change, CS5 Managing impact of growth, CS6 Providing quality homes, CS8 Promoting a successful and inclusive Camden economy, CS10 Community facilities and services, CS11 Sustainable travel, CS13 Tackling climate change, CS14 High quality places and conserving heritage, CS15 Parks, open spaces and biodiversity, CS16 Improving Camden's health and well-being, CS17 Safer places, CS18 Waste and recycling, CS19 Delivering and monitoring the Core Strategy; and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 Mixed use development, DP2 Making full use of housing capacity, DP3 Affordable housing, DP5 Homes of different sizes, DP6 Lifetime homes and wheelchair housing, DP9 Student housing, bedsits and other housing with shared facilities, DP12 Managing impact of food and drink uses, DP13 Employment sites and premises, DP15 Community and leisure uses, DP16 Transport implications of development, DP17 Walking, cycling and public transport, DP18 Parking standards, DP20 Movement of goods and materials, DP21 Highway network, DP22 Promoting sustainable design and construction, DP23 Water, DP24 High quality design, DP25 Conserving Camden's heritage, DP26 Impact on occupiers and neighbours, DP27 Basement and lightwells, DP28 Noise and vibration, DP29 Improving access, DP30 Shopfronts, DP31 Open space and outdoor recreation, DP32 Air quality and clear zone.

8 (Reasons for granting planning permission, continued):

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:

- The provision of an office Incubator will provide a significant number of jobs and help stimulate local enterprise development in the Borough.
- The proposal will improve pedestrian connections between Camley Street and the surrounding area, enhance the safety of the environment and make the canal towpath a more viable and attractive route for travel helping stimulate the regeneration of the Camley Street area
- Provides for a potential bridge link from Granary Street
- Provides a complimentary mix of uses that will contribute positively to the security and local amenity of the area
- Provides a building that is considered to be of high architectural quality and that will make an overall positive contribution to the adjacent conservation area
- Contributes to the provision of housing within the borough including a financial contribution to be spent on affordable housing in the area
- The proposal is provided with appropriate servicing and refuse arrangements and measures to manage the impact of the large student population upon the amenities of the area
- The proposal incorporates environmentally sustainable development measures.

Yours faithfully

Culture and Environment Directorate





DATED

30 March

2012

**(1) REGENT REGENERATION LIMITED**

**and**

**(2) SCS CAMLEY LIMITED**

**and**

**(3) BANK LEUMI (UK) PLC**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
**103 CAMLEY STREET**  
**LONDON NW1 0PF**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended) and**  
**Section 278 of the Highways Act 1980**

Andrew Maughan  
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London Borough of Camden  
Town Hall  
Judd Street  
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(IU,LESP,LL,LE,CAP,PH,SA,SMP,SP, EP, TP, CF, SMP, CMPL, TVL, PRI, HC, PCB, EvC, EC, POSC, CFC, HC, AHC, DAHC)  
CLS/COM/LMM/1685.1380  
s106 30.03.12 FINAL