

DATED *24<sup>th</sup> May* 2019

**(1) CAMDEN LOCK (LONDON) LIMITED**

and

**(2) CBRE LOAN SERVICES LIMITED**

and

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

**AGREEMENT**  
relating to land known as

**Camden Market, 192-200 Camden High Street, London NW1 (known to The London Borough of Camden as Buck Street Market)**

pursuant to  
**Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972;  
Section 1(1) of the Localism Act 2011 and  
Section 278 of the Highways Act 1980.**

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

Tel: 020 7974 1478

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CLS/COM/PM/1800.871

2018/3553/P  
FINAL 100419



THIS AGREEMENT is made the 24<sup>th</sup> day of May 2019

**BETWEEN:**

- A. **CAMDEN LOCK (LONDON) LIMITED** (Company Registration Number 1952509) whose registered company office is at 54-56 Camden Lock Place, London, NW1 8AF (and also at Chenil House 181/183 Kings Road, London SW3 5EB on the HMLR title registry) (hereinafter called "the Owner") of the first part
  
- B. **CBRE LOAN SERVICES LIMITED** (Company Registration Number 5469838) of St. Martins Court, 10 Paternoster Row, London EC4M 7HP (hereinafter called "the Mortgagee") of the second part
  
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL326001, NGL426667, NGL559336 and NGL846664 subject to charges to the Mortgagee.
  
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
  
- 1.3 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
  
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 9<sup>th</sup> August 2018 and the Council resolved to grant permission conditionally under reference number 2018/3553/P subject to conclusion of this legal Agreement.

- 1.5 CBRE Loan Services Limited is Mortgagee under legal charges registered under Title Numbers NGL326001, NGL426667, NGL559336 and NGL846664, all dated 15 December 2015 and is willing to enter into this Agreement to give its consent to the same.
- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.

## 2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.3	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.4	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"Community Stalls"	the three Market Units to be provided by the Owner for use by the Local Community for the lifetime of the Development

		<p>at any three of the four locations identified with pink dashed lines shown on Plan 2 (drawing number: USM BSM 101J) annexed hereto, unless otherwise agreed in writing by the Council</p>
<p>2.7</p>	<p>“Construction Management Plan”</p>	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;</p> <p>(ii) proposals to ensure there are no adverse effects on the Camden Town Conservation Area features;</p> <p>(iii) proposals that shall restrict Heavy Goods Vehicle (HGV) movements to and from the Property to within the hours of 08:00 to 18:00 Monday to Friday, 08:00 to 13:00 on Saturdays, and to fully restrict any movement on Sundays and Bank Holidays, unless otherwise agreed with the Council;</p> <p>(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p>



		<p>(v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty-six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.9	"the Construction Phase"	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.10	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"the Development"	Continued use of land as a market, consisting of a ground plus two level container market (sui generis) comprising

		<p>retail, restaurant/cafe, hot food takeaway and ancillary management / storage uses with associated stalls, partial roof canopy, landscaping, lifts, seating and servicing areas for a temporary five year period as shown on: Existing drawings: Location Plan 250_511, L1214 Preliminary, L1214-200_01, L1214-200_02, L1214200_03, L1214-200_05, L1214-300_01, L1214-300 02. Proposed drawings: USM BSM 010C, USM BSM 011F, USM BSM 012F, USM BSM 013G, USM BSM 101J, USM BSM 102H, USM BSM 103G, USM-BSM-02, USM-BSM-04. Supporting Documents: Interim Travel Plan Issue 2 (Arup) 24 July 2018, Air Quality Assessment (Arup) 24 July 2018, Statement of Community Involvement (London Communications Agency) July 2018, Energy &amp; Sustainability Strategy Rev 01 (Hoare Lea), Container Ventilation Strategy (Hoare Lea), Draft Construction Management Plan v2.2 (H. Fraser) 30.11.17, Structural Statement (Furness Partnership) July 2018, Market Management Plan &amp; Crime Impact Statement, Daylight &amp; Sunlight Assessment Issue 1.0 (Urban Space Management Ltd) 17 July 2018, ACOUSTIC STRATEGY FOR PLANNING Revision 01 (Hoare Lea) 18 May 2018, Planning Statement (Gerald Eve) July 2018, Design and Access Statement (Urban Space Management Ltd.) July 2018, Heritage &amp; Townscape Assessment (Heritage Collective) June 2018, Transport Statement (Arup) July 2018, Servicing Management Plan REP/SMP/RM001 (Arup) 29 September 2018.</p>
2.12	"Existing Stallholders"	the existing stallholders and traders who have operated at the Property since the developments granted by planning permissions 2012/6787/P and 2017/3343/P.
2.13	"the Highways Contribution"	the sum of £2,000 (two 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 event of receipt for the carrying out works to the Public Highway and

		<p>associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) reinstatement and repaving of the Public Highway directly adjacent to Property as required as a direct result of the Development;</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.14	"the Implementation Date"	<p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act</p> <p>and references to "Implementation" and "Implement" shall be construed accordingly</p>
2.15	"the Level Plans"	<p>plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway</p>
2.16	"Litter Management Strategy"	<p>a strategy based on the details submitted in Section 4 of the Servicing Management Plan dated 29th September 2018 by Arup dealing with waste and litter collection and disposal and keeping the Development free of waste and litter and to include (but not be limited to) the following:</p> <p>(i) to manage the disposal of waste across the Development which shall include (but not be limited to) details about the location of storage facilities for</p>



		<p>recyclable and non-recyclable waste for the Development;</p> <p>(ii) the arrangements for the collection of waste from the Development;</p> <p>(iii) details of the litter picking and cleaning within and in the local surroundings of the Property, and</p> <p>(iv) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as may be required from time to time.</p>
2.17	"Local Community"	<p>organisations based in the London Borough of Camden that are social enterprise initiatives, charities, schools, community organisations, or youth groups; the British Library (Business &amp; IP Centre); Central Saint Martins; Camden Collective; Camden Town Unlimited; Camden Council Economic Development Team; and any other organisation or individual as may be agreed by the Council and the Owner</p>
2.18	"Market Unit"	<p>any of the market stalls found within the Development to be Occupied for use</p>
2.19	"Night-time Use Management Plan"	<p>a plan setting out measures to be taken to mitigate the impact of night-time visitors to the Development on the local amenity, including measures to prevent disturbance and control night time spill out and to establish a package of measures to be adopted by the Owner and approved by the Council for the management and operation of the Development during its lifetime and to include (but not be limited to) the following:</p> <p>a. to incorporate all of the provisions set out in the Second Schedule and at all times the Owner to ensure ongoing compliance;</p> <p>b. to prepare a code of conduct to be made available to all setting out the standards by which occupiers and</p>

		<p>visitors to the Property are expected to conduct themselves both in the Property and in the immediate vicinity around the Property in order to minimise the impact and disruption to local residents and the local community;</p> <p>c. to provide a designated contact for the Owner in order that any issues affecting local residents can be dealt with in an efficient manner and to create an appropriate method of communication for local residents to raise any issues;</p> <p>d. to ensure that the Development has appropriate management policies and procedures in place to minimise noise impacts nuisance and disruption to the local community;</p> <p>e. to secure a mechanism for the dissemination of information about the effective on-going management of the Property;</p> <p>f. to identify means of ensuring the provision of information to the Council and provision of a mechanism for review and update as may be reasonably required from time to time; and</p> <p>g. the approved plan to be reviewed at regular intervals and amended, if necessary, to address changing conditions in the Property.</p>
2.20	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21	"the Parties"	the Council, the Mortgagee and the Owner
2.22	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 9 August 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/3553/P subject to conclusion of this Agreement

2.23	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.24	"the Planning Permission"	a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto
2.25	"the Property"	the land known as The Camden Market, 192-200 Camden High Street, London NW1 located at the junction of Buck Street and Camden High Street as shown shaded green on Plan 1 annexed hereto
2.26	"the Public Highway"	any carriageway footway and/or verge adjoining the Property which is maintainable at public expense
2.27	"the Re-Accommodation Strategy"	<p>a plan setting out the measures detailing how the Owner expects to decant Existing Stallholders from the Property prior to Implementation and to include (but not be limited to) the following:</p> <ul style="list-style-type: none"> <li>a. full details of the consultation undertaken and offers made to the Existing Stallholders;</li> <li>b. details of the Existing Stallholders who have already been re-accommodated elsewhere locally and the location of those markets;</li> <li>c. details about which Existing Stallholders will not be offered a Market Unit in the Development and the reasons for this;</li> <li>d. details of historical rental rates (with associated time periods) paid by Existing Stallholders, alongside comparator rates paid elsewhere in the market and rates proposed to be paid in the Development; and</li> <li>h. identifying means of ensuring the provision of information to the Council and provision of details that</li> </ul>

		<p>the Council may consider necessary as maybe required from time to time, and,</p> <p>e. to include a commitment of how the Owner will actively engage with ward councillors and Existing Stallholders in the development of the strategy.;</p> <p>PROVIDED THAT the provision of such information complies with confidentiality and data protection legislation</p>
2.28	"Servicing Management 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 for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>a. a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>b. details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>c. measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>d. likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>e. likely nature of goods to be delivered;</p> <p>f. the likely size of the delivery vehicles entering the Property;</p> <p>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;</p> <p>h. 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;</p> <p>i. provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property</p>



Gerald Eve LLP  
72 Welbeck Street  
London  
W1G 0AY

Application Ref: **2018/3553/P**

Dear Sir/Madam

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

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

## Address:

**Camden (Buck Street) Market**  
**192-200 Camden High Street**  
**London**  
**NW1 8QP**

## Proposal:

**DECISION**  
Continued use of land as a market, consisting of a ground plus two level container market (sui generis) comprising retail, restaurant/cafe, hot food takeaway and ancillary management / storage uses with associated stalls, partial roof canopy, landscaping, lifts, seating and servicing areas for a temporary five year period.

## Drawing Nos: Existing drawings:

Location Plan 250\_511, L1214 Preliminary, L1214-200\_01, L1214-200\_02, L1214200\_03, L1214-200\_05, L1214-300\_01, L1214-300 02.

## Proposed drawings:

USM BSM 010C, USM BSM 011F, USM BSM 012F, USM BSM 013G, USM BSM 101J, USM BSM 102H, USM BSM 103G, USM-BSM-02, USM-BSM-04.

## Supporting Documents:

Interim Travel Plan Issue 2 (Arup) 24 July 2018, Air Quality Assessment (Arup) 24 July 2018, Statement of Community Involvement (London Communications Agency) July 2018, Energy & Sustainability Strategy Rev 01 (Hoare Lea), Container Ventilation Strategy (Hoare Lea), Draft Construction Management Plan v2.2 (H. Fraser) 30.11.17, Structural Statement (Furness Partnership) July 2018, Market Management Plan &



Crime Impact Statement, Daylight & Sunlight Assessment Issue 1.0 (Urban Space Management Ltd) 17 July 2018, ACOUSTIC STRATEGY FOR PLANNING Revision 01 (Hoare Lea) 18 May 2018, Planning Statement (Gerald Eve) July 2018, Design and Access Statement (Urban Space Management Ltd.) July 2018, Heritage & Townscape Assessment (Heritage Collective) June 2018, Transport Statement (Arup) July 2018, Servicing Management Plan REP/SMP/RM001 (Arup) 29 September 2018.

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

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

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

Condition(s) and Reason(s):

- 1 Three years from the date of this permission

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

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

- 2 Temporary permission

The temporary containers and structures hereby permitted, along with all other fixtures and fittings that facilitate the temporary use, shall be removed from the land and the use discontinued, within 5 years from the date of this permission.

Reason: A permanent use for market purposes would be likely to cause harm to the character and appearance of the conservation area contrary to policies D1 and D2 of the Camden Local Plan.

- 3 Approved drawings

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

Drawings:

Existing drawings:

Location Plan 250\_511, L1214 Preliminary, L1214-200\_01, L1214-200\_02, L1214200\_03, L1214-200\_05, L1214-300\_01, L1214-300 02.

Proposed drawings:

USM BSM 010C, USM BSM 011F, USM BSM 012F, USM BSM 013G, USM BSM 101J, USM BSM 102H, USM BSM 103G, USM-BSM-02, USM-BSM-04.

Supporting Documents:

Interim Travel Plan Issue 2 (Arup) 24 July 2018, Air Quality Assessment (Arup) 24 July 2018, Statement of Community Involvement (London Communications Agency) July 2018, Energy & Sustainability Strategy Rev 01 (Hoare Lea), Container Ventilation Strategy (Hoare Lea), Draft Construction Management Plan v2.2 (H. Fraser) 30.11.17, Structural Statement (Furness Partnership) July 2018, Market Management Plan & Crime Impact Statement, Daylight & Sunlight Assessment Issue 1.0 (Urban Space Management Ltd) 17 July 2018, ACOUSTIC STRATEGY FOR PLANNING Revision 01 (Hoare Lea) 18 May 2018, Planning Statement (Gerald Eve) July 2018, Design and Access Statement (Urban Space Management Ltd.) July 2018, Heritage & Townscape Assessment (Heritage Collective) June 2018, Transport Statement (Arup) July 2018, Servicing Management Plan REP/SMP/RM001 (Arup) 29 September 2018.

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

4 Class A4 use (Drinking establishments)

No more than 15% of the total floorspace shall be used for Class A4 use purposes at any one time unless otherwise agreed by the local planning authority.

Reason: To safeguard the amenities of the area in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

5 Colour scheme

The containers shall be painted in accordance with the approved colour scheme and shall be retained permanently thereafter unless otherwise agreed in writing with the Council.

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

6 Details of security gates

Full details of the proposed security gates shall be submitted to and approved by the Local Planning Authority, including elevations, cross-sections and samples prior to commencement of operations and shall be retained permanently thereafter.

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

7 External equipment

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



Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of Camden Local plan policies D1 and D2.

8 Hours of operation

The market use hereby approved shall operate only between 08:00 and 23:30 hours.

Reason: To protect the amenity of local residents in accordance with Camden Local Plan policy A1.

9 Tenant and trader handbook

Prior to occupation, the tenant and trader handbook shall be submitted to the Local Planning Authority demonstrating inclusion of a Green Building Guide setting out energy efficient measures/steps that should be taken to reduce emissions associated with the fit-out of tenant units. This shall include, (but not limited to) advice on:

- Sustainable materials selection
- Energy efficient building fabric
- Energy efficient heating (including a statement that outdoor space heaters are not allowed)
- Energy efficient lighting
- Reducing water use
- Reducing energy from cooking and avoiding cooking operations that materially impact on air quality (gas cookers)
- Low energy appliances

The green building guide shall thereafter be retained in the tenant and trader handbook and updated from time to time within improved green building standards as appropriate.

Reason: To ensure that the proposed uses within the development are energy efficient and to reduce emissions in accordance with Camden Local Plan policies CC1, CC2, CC3, CC4 and CC5.

10 Cycle parking

Prior to first occupation of development details of a minimum of 6 long-stay cycle parking spaces and 22 short stay cycle parking spaces, designed to Camden's specifications shall be submitted to and approved in writing by the Local Planning Authority.

The development shall not be occupied until the facilities as approved are completed and available for use. All such facilities shall thereafter be retained and maintained for their designated use.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with Camden Local Plan policies T1 and T2.

11 Market Operational Plan

A Market Operational Plan detailing how amenity issues will be resolved, especially concerning events, shall be submitted to and approved by the Local Planning Authority prior to commencement of operations.

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

12 CCTV

CCTV shall be erected prior to commencement for the use, in line with the approved plans, and retained for the duration of the use.

Reason: In the interest of crime prevention.

13 Plant noise

Before the use commences, the total noise from fixed plant associated with the application site, when at a point 1m external to sensitive facades shall be at least 10 dB(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 is distinguishable, discrete continuous noise (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from the plant/equipment at any sensitive facade shall be at least 15 dB(A) below background noise level.

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

14 Refuse and recycling

Prior to first occupation of the development the refuse and recycling storage areas shall be completed and made available for occupants. The development shall not be implemented other than in accordance with such measures as approved.

Reason: To safeguard the amenities of the area in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

15 Acoustic isolation for fixed plant

Before any A3 use commences, details of all plant shall be provided with mitigation measures and shown on plans approved in writing by the Local Planning Authority. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the area in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.



16 Ducting and ventilation

Before any A3 use commences, details of ducting and ventilation, along with an odour management plan, shall be provided in accordance with a scheme to be first approved in writing by the local planning authority. The A3 and A5 uses, or any primary cooking, shall thereafter be carried only in complete compliance with the approved scheme.

Reason: To safeguard the amenities of the area in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

17 Amplified sound

No amplified sound emanating from the use shall be audible within any adjoining premises.

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

18 Advert strategy

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) Regulations 2007 (or any regulations revoking and re-enacting those regulations with or without modification) no advertisements or signage shall be erected at the site other than in accordance with a Signage Strategy to be agreed in writing by 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 policies D1 and D2 of the Camden Local Plan.

Informative(s):

1 Thames Water Comments

On the basis of information provided, Thames Water would advise that with regard to water network and water treatment infrastructure capacity, we would not have any objection to the above planning application. Thames Water recommends the following informative be attached to this planning permission. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

2 Thames Water Waste Comments

With regard to surface water drainage, Thames Water would advise that if the developer follows the sequential approach to the disposal of surface water we would have no objection. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website.

<https://developers.thameswater.co.uk/Developing-a-large-site/Apply-and-pay-forservices/Wastewater-services>.



- 3 You are encouraged to allow public use of the toilets and to promote their use through signage.

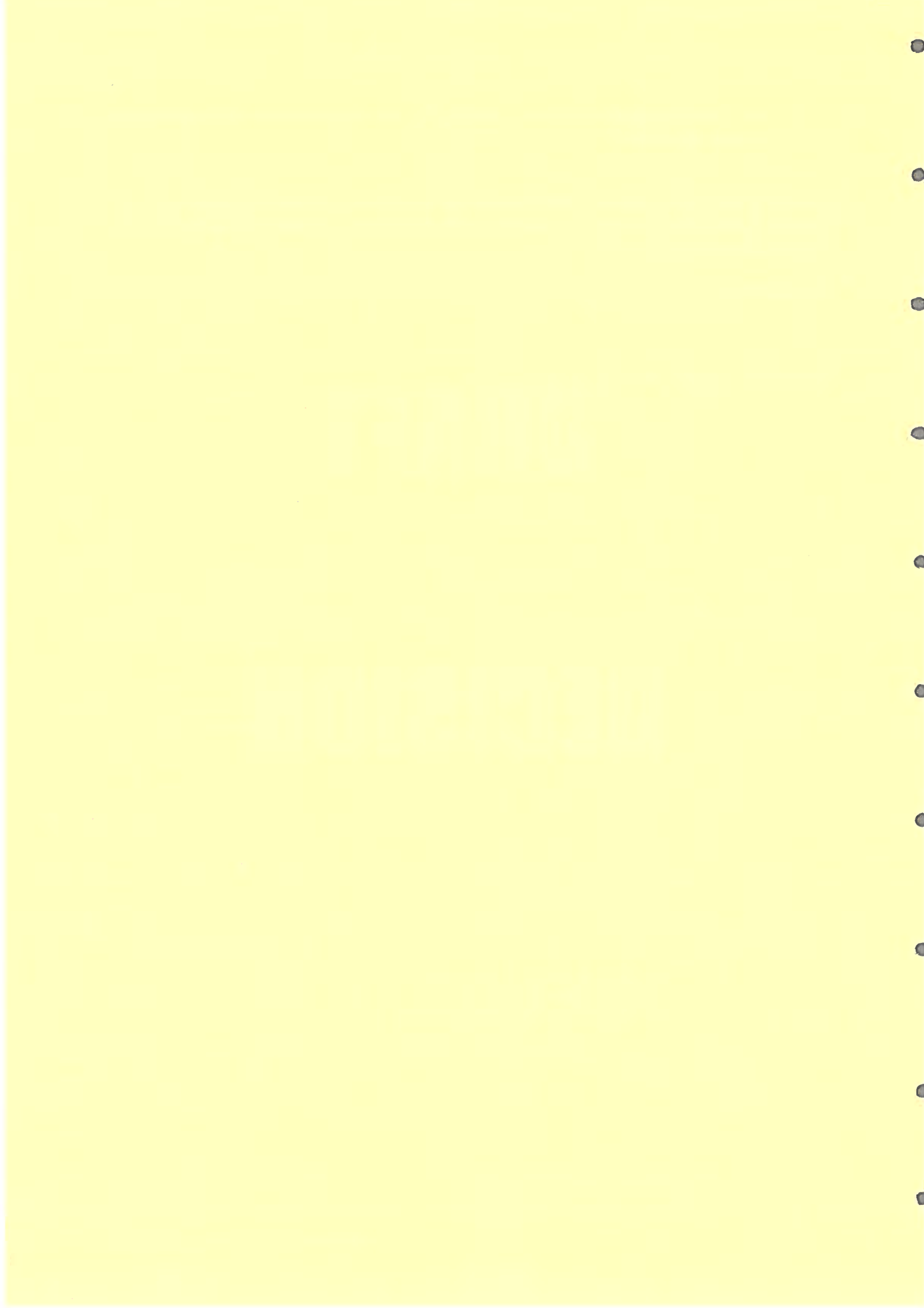
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

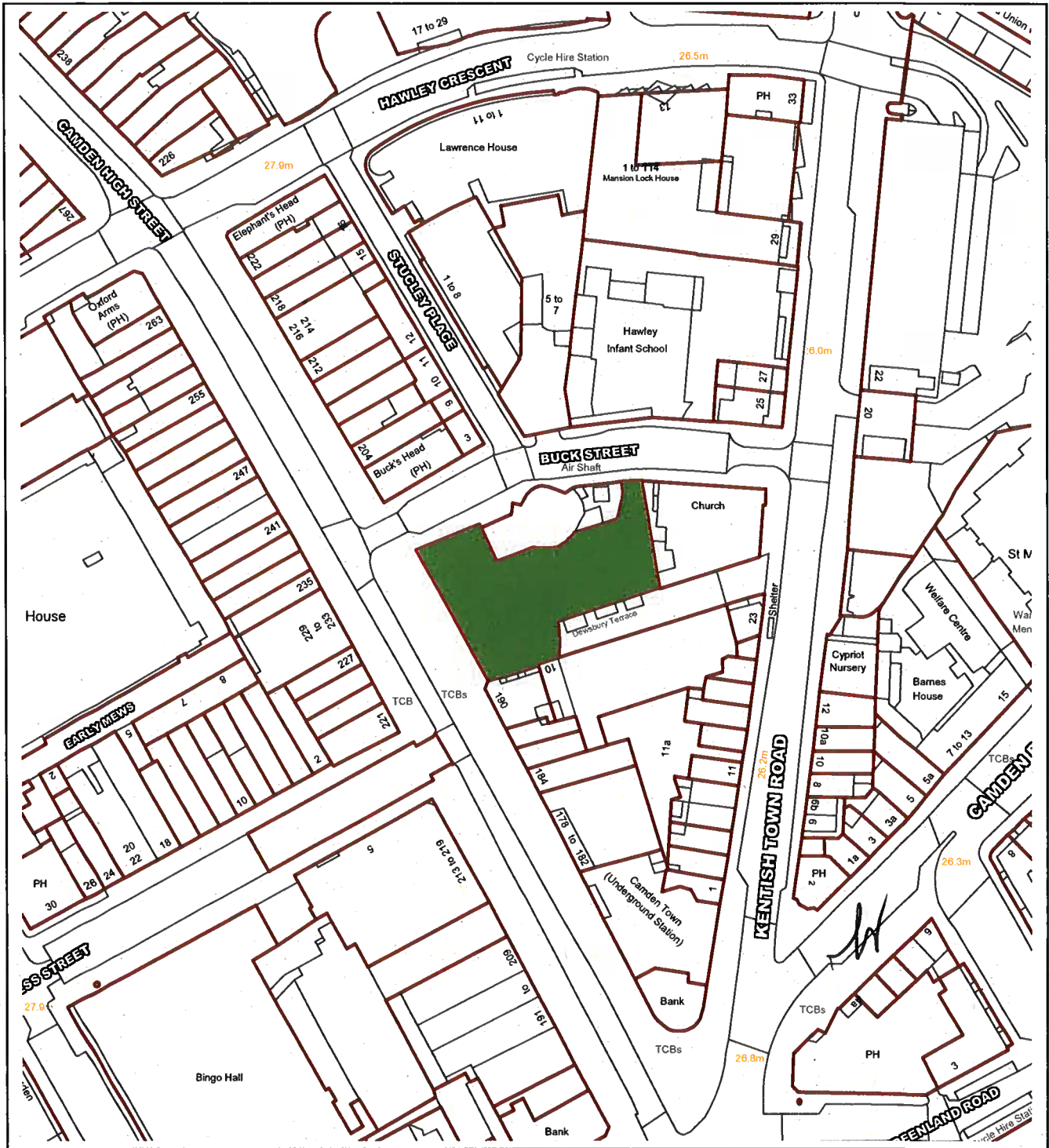
Supporting Communities Directorate

**DRAFT**

**DECISION**

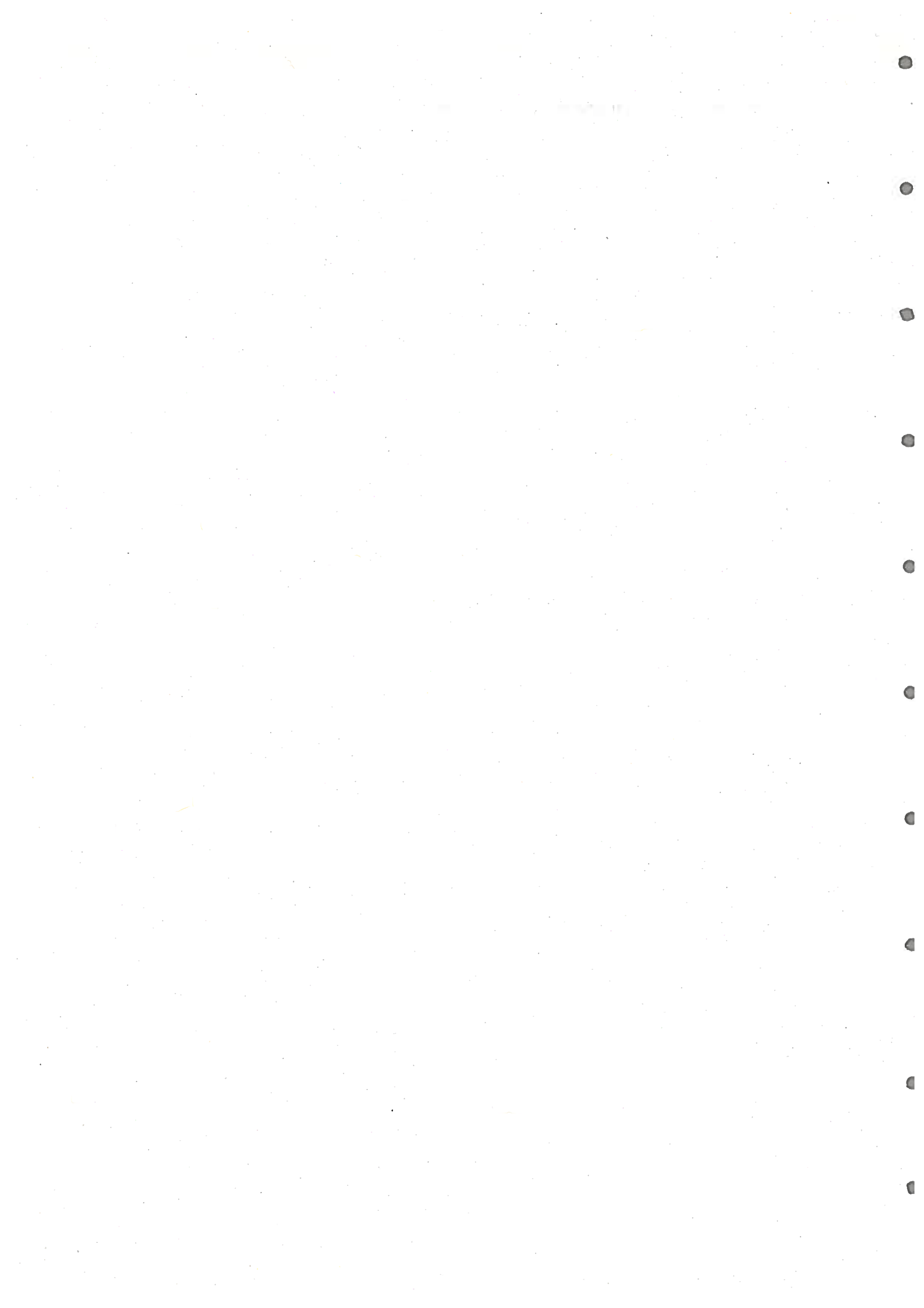


**PLAN 1 – Camden (Buck Street) Market, 192-200 Camden High Street,  
London NW1 (2018/3553/P)**



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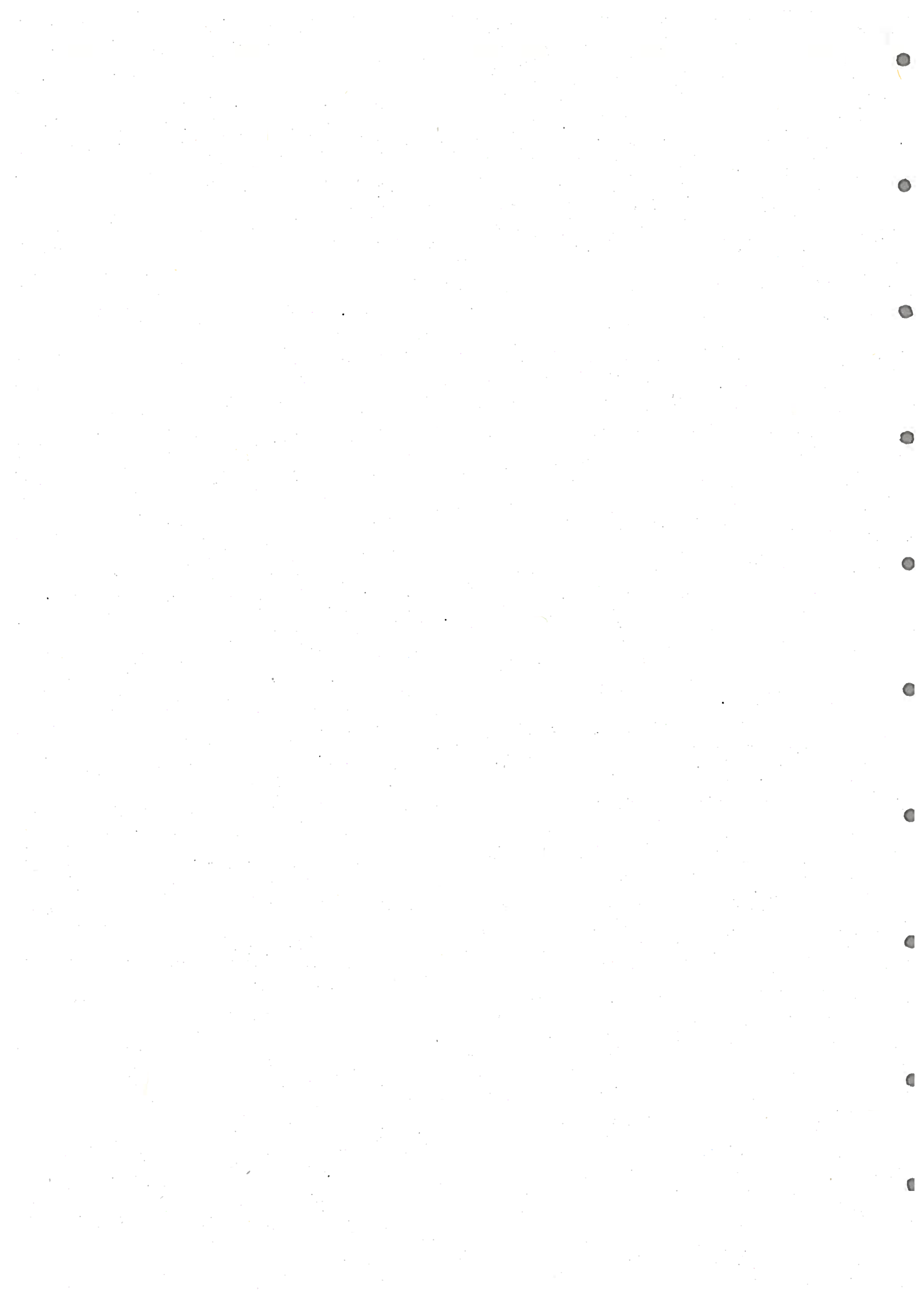
drawing name  
Level 1 Plan

Job  
Buck Street Market

for

**Urban Space Management**  
 Trinity Bury Wharf  
 64 Orchard Place  
 London E14 0JW  
 Tel 0207 7515 7153  
 Fax 0207 7531 9786  
 www.containercity.com





		<p>in accordance with the drawings submitted and agreed with the Council;</p> <p>j. details of arrangements for refuse storage and servicing; and</p> <p>k. identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.29	"the Smarter Travel Scheme Contribution"	the sum of £20,000 (twenty 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 for the provision of various pedestrian cycle environmental and public realm improvements in the vicinity of the Development
2.30	"the Travel Plan Monitoring Contribution"	the sum of £3,216 (three thousand two hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and monitoring of the Owner's Travel Plan over a five year period from the date of first Occupation of the Development
2.31	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.32	"The Travel Plan"	<p>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:-</p> <p>(a) the elements set out in the Third Schedule hereto;</p>

		<p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) to incorporate mechanisms for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b)(above) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) to undertake a TRVL / TRICS after survey and provide TfL and the Council with a copy of the results as part of the travel plan review and monitoring process;</p> <p>(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;</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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3. **NOW THIS DEED WITNESSETH** as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner (except as set out in clause 6.7) and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

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

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

#### **4.1 CAR FREE OBLIGATION**

- 4.1.1 To ensure that prior to Occupation of any part of the Development each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
- i. be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
  - ii. buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit (unless they hold a permit in relation to another business or operation which is not related to this Development) to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.
- 4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the units that form part of the Development, so as to identify those Market Units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.2 of this Agreement.

#### **4.2 COMMUNITY STALLS**

- 4.2.1 On or prior to Occupation to confirm to the Council that the Community Stalls are ready for use by the Local Community.
- 4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time that the Community Stalls have been made available for use by the Local Community.



4.2.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time should the Community Stalls not be provided as part of the Development for use by the Local Community.

#### **4.3 CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

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

4.3.2 Not to Implement nor allow Implementation until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

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

#### **4.4 HIGHWAYS CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to:-

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

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

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

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

4.4.4 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.

4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within 28 days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

#### **4.5 LITTER MANAGEMENT STRATEGY**

4.5.1 Prior to the Occupation the Owner shall submit the Litter Management Strategy to the Council for approval.

4.5.2 The Owner shall not Occupy or permit Occupation until the Litter Management Strategy has been approved by the Council (as demonstrated by written notice to that effect).

4.5.3 The Owner shall comply with the approved Litter Management Strategy (as may be amended from time to time) at all times during Occupation and in the event of material non-compliance with this paragraph the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### **4.6 MARKET UNIT OCCUPATION**

- 4.6.1 Unless otherwise agreed by the Council the Market Units shall not be Occupied by a business who on first Occupation of the Development has more than 5 similar retail outlets in the London Borough of Camden or more than 10 similar retail outlets in Greater London or is a franchise or affiliate of a business that has more than 5 similar retail outlets in the London Borough of Camden or more than 10 similar retail outlets in Greater London.
- 4.6.2 The Owner shall not Occupy or permit Occupation other than in strict accordance with paragraph 4.6.1 and in the event of material non-compliance the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 4.6.3 On each of the first three anniversaries of the date of first Occupation the Owner shall submit to the Council a report on compliance with the obligation under paragraph 4.6.1. Thereafter the Owner shall submit a further report on compliance with the obligations under paragraphs 4.6.1 when requested in writing by the Council to do so (within 30 days of any such request), provided that the Owner shall not be required to submit more than one such report to the Council per year.

#### **4.7 NIGHT-TIME USE MANAGEMENT PLAN**

- 4.7.1 Prior to the Occupation of the Development the Owner shall submit the Night-Time Use Management Plan to the Council for approval.
- 4.7.2 The Owner shall not Occupy or permit Occupation of the Development until the Night-Time Use Management Plan has been approved by the Council (as demonstrated by written notice to that effect).
- 4.7.3 The Owner shall comply with the approved Night-Time Use Management Plan (as may be amended from time to time) at all times during Occupation of the Development and in the event of material non-compliance with this paragraph the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### **4.8 RE-ACCOMODATION STRATEGY**

- 4.8.1 At least three months prior to Implementation Date to submit to the Council for approval the Re-Accommodation Strategy.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Re-Accommodation Strategy as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Re-Accommodation Strategy as approved by the Council have been complied with by the Owner.

#### **4.9 SERVICING MANAGEMENT PLAN**

- 4.9.1 On or prior to Implementation to submit to the Council for approval the Servicing Management Plan.
- 4.9.2 Not to Occupy or permit Occupation until such time as the Council has approved the Servicing Management Plan as demonstrated by written notice to that effect.
- 4.9.3 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 Servicing Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation otherwise than in strict accordance with the requirements of the Servicing Management Plan.

#### **4.10 SMARTER TRAVEL SCHEME CONTRIBUTION**

- 4.10.1 On or prior to the Implementation Date to pay to the Council the Smarter Travel Scheme Contribution in full.
- 4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Smarter Travel Scheme Contribution in full.



#### 4.11 TRAVEL PLAN

##### 4.11.1 On or prior to the Implementation Date to:-

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

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

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

##### 4.11.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation 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 otherwise than in strict accordance with the requirements of the Travel Plan.

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

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/3553/P the date upon which the Development will be ready for Occupation.

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



- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2018/3553/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2018/3553/P. Electronic Transfer shall be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to this Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2018/3553/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 Nothing in this Agreement shall be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner:



7.1 To use all sums and financial contributions received under the terms of this Agreement for the purposes for which they are to be paid;

7.2 Not to unreasonably withhold or delay any agreement, approval, confirmation or consent under this Agreement.

8. **RIGHTS OF THIRD PARTIES**

8.1 A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

9 **MORTGAGEE EXEMPTION**

9.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against the Mortgagee (or any future mortgagee or chargee of the whole or any part of the Property) unless the Mortgagee or such future mortgagee or chargee takes possession (of whole or part) of the Property in exercise of its charge in which case it will be bound by the obligations as a person deriving title from the Owner.

10. **JURISDICTION**

10.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

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

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

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

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

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



## **THE SECOND SCHEDULE**

### **NIGHT TIME USE MANAGEMENT PLAN**

The Council requires the following provisions to be incorporated into the preparation of the Night Time Use Management Plan. This document needs to be prepared, submitted and receive written approval from the Council prior to the Occupation of the Development.

- Security & Surveillance
  - Information about security measures installed at the Property to manage and control any nuisance or anti-social behaviour at the Property including details about the hiring and employment of appropriately licensed security staff at the Property (as may be appropriate).
  - Procedures for liaising with local law enforcement officers (from the Metropolitan Police and British Transport Police) and Council's anti-social behaviour and environmental health representatives to respond to any concerns.
  - CCTV surveillance and monitoring system to be used within and immediately outside the Property.
- Neighbour Complaints Procedure
  - Information about the Owner's representative (including website and contact details) to be available at all times to local residents and Council officers to allow contact with the Owner to report any issues, incidents or concerns.
  - A standard procedure for the Owner to respond to complaints within a set timeframe including contacting the complainant and explaining what actions were taken to resolve the matter.
  - Procedure for the collation, recording and monitoring of complaints and incidents (and relevant correspondence) at the Property.
  - A complaints procedure to ensure that if an issue cannot be dealt with internally by the Owner and / or is of a criminal nature then the Metropolitan Police to be contacted immediately.

- Amenity Protection

- At all times the Owner to ensure that the quality of life for the adjacent residential occupiers is not hindered by the patronage of the Development;
- Measures to deal with queue management, the active management of patrons at the Development and for the provision of an effective dispersal policy to ensure the safe and quiet movement of people from the area in order to minimise disturbance to the public and neighbours in the vicinity of the Development and to mitigate against anti-social behaviour;
- Meeting any required licensing requirements;
- Information about measures installed to mitigate noise and disturbance from patrons when entering and exiting from the Property on to the Public Highway;
- Information about measures to mitigate noise, nuisance and disturbance to the surrounding residences from smokers on the Public Highway outside the Property;
- An allocated smoking area to be provided at the Property away from surrounding residential properties.
- Daily cleaning (and washing if necessary) of litter, waste, cigarette butts and ash and other detritus from the designated smoking area and the Public Highway surrounding the Property in accordance with the Litter Management Strategy.
- Any other reasonable measures to manage concerns that may arise during the operational working of the Development to be agreed between the Parties.

## **THE THIRD SCHEDULE THE TRAVEL PLAN**

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

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *"All developments which generate significant amounts of movement should be required to provide a travel plan..."*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website: <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

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

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

#### **1. Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://www.nationalrail.co.uk))
- c. 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.

**5. 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 cycle parking

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

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

**8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

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



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

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

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

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

### **2. Consultation with occupiers**

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

### **3. User Consultation and Travel Surveys**

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

### **4. Implementation**

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

### **5. Monitor and Review**



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

EXECUTED AS A DEED BY  
CAMDEN LOCK (LONDON) LIMITED  
acting by a Director

)  
)  
)



..... EYLON GARFUNKEL .....

Director

In the presence of:

Signature of Witness..... 

Name of Witness..... Marianna Meneses.....

Address..... Stables Market, London, NW1 8AH.....

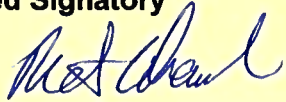
EXECUTED AS A DEED BY A DULY  
AUTHORISED SIGNATORY FOR AND  
ON BEHALF OF  
CBRE LOAN SERVICES LIMITED

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DIPALI KHAGRAM  
Authorised Signatory

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Authorised Signatory

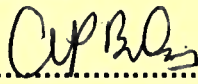


PIOTR TOKARSKI  
Authorised Signatory

.....  
Authorised Signatory/Witness

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

)  
)  
)  
)



.....  
Authorised Signatory



DATED

24<sup>th</sup> May

2019

**(1) CAMDEN LOCK (LONDON) LIMITED**

and

**(2) CBRE LOAN SERVICES LIMITED**

and

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

**AGREEMENT**  
relating to land known as

**Camden Market, 192-200 Camden High Street, London NW1 (known to The London  
Borough of Camden as Buck Street Market)**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972;  
Section 1(1) of the Localism Act 2011 and  
Section 278 of the Highways Act 1980.**