

DATED

19th June

2019

(1) SLQR TRUSTEE NO. 1 LIMITED

and

(2) SLQR TRUSTEE NO. 2 LIMITED

and

(3) SANTANDER 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

20-23 Greville Street London EC1N 8SS

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

G:\case files\culture & env\planning\PM\s106 Agreements/(2018/0910/P)
CLS/COM/PM/1800.771
s106 FINAL 100519

THIS AGREEMENT is made the *19th* day of *June* 2019

B E T W E E N:

- A. **SLQR TRUSTEE NO. 1 LIMITED** whose company registration number is 123165 of 19a, 20, 21, 22 and, 23 Greville Street, London EC1N 8SS and of 8-10 Bleeding Heart Yard, London EC1N 8SJ of the first part;
- B. **SLQR TRUSTEE NO. 2 LIMITED** whose company registration number is 123166 of 19a, 20, 21, 22 and, 23 Greville Street, London EC1N 8SS and of 8-10 Bleeding Heart Yard, London EC1N 8SJ of the second part;

who hereinafter shall be referred to as "the Owner"

- C. **SANTANDER UK PLC** of (company registration number 2294747) of 2 Triton Square, London NW1 3AN (hereinafter called "the Mortgagee") of the third part;
- D. **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 freehold proprietor with Title absolute of the Property under Title Number 246405.
- 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 A Planning Application for the development of the Property was submitted to the Council and validated on 15th March 2018 and the Council resolved to grant permission conditionally under reference number 2018/0910/P subject to the conclusion of this Agreement.

1.4 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 Section 278 of the Highways Act 1980 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.

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

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 246405 and dated 24th March 2017 is willing to enter into this Agreement and to give its consent to the same.

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
2.2	"Access Design Plan"	an access plan to be proposed to the Council following consultation with the Community Working Group which would allow a solution to creating improved wheelchair access to the rear office entrance of the Property whilst balancing the conservation needs, protecting the granite setts cobblestones and in general terms to adopt measures that will retain the historical texture of the Bleeding Heart Yard and the plan will consider possible design options which may include (but not be limited to) the following: <ul style="list-style-type: none"> i. the removal of the pavement kerb, in whole or part; ii. laying the pavement at the same level as the vehicular entrance; and iii. control the space in the colonnade so as to allow wheelchair users to pass unobstructed.
2.3	"Affordable Rent"	the Affordable Jewellery Workspace Rent and the Affordable Jewellery Retail Space Rent (as the case may be

2.4	"Affordable Jewellery Workspace Rent"	an affordable rent for the Jewellery Workspace to be calculated by the Owner based on 80% of normal jewellery workspace market rents paid by jewellery sector tenants occupying jewellery workshop space in the Hatton Garden area with such rental rate to be approved in writing by the Council.
2.5	"Affordable Jewellery Retail Space Rent"	an affordable rent for the Jewellery Retail Space to be calculated by the Owner based on 80% of normal retail market rents paid by jewellery sector tenants occupying jewellery retail space in the Hatton Garden area with such rental rate to be approved in writing by the Council
2.6	"the Agreement"	this deed made pursuant to Section 106 of the Act
2.7	"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
2.8	"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
2.9	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.10	"the Commercial Element"	that part of the Development to be used as offices (Use Class B1a) as shown edged blue on Plan 3
2.11	"Community Working Group"	means a working group which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.
2.12	"the Construction Apprentice Default Contribution"	the sum of £7,000 (seven thousand pounds) per apprentice required on site to be paid (if required) by the Owner to the Council in lieu of construction apprentice provision pursuant to paragraph 4.11.7(a).
2.13	"the Construction Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with clause 4.11.5 of this Agreement and to be applied by the Council to support the recruitment and training of apprentices

2.14	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (i) a statement to be submitted to the Council giving details of the environmental protection, highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings on the Property and the building out of the Development; (ii) proposals to ensure there are no adverse effects on the conservation area features; (iii) amelioration and monitoring effects on the health and amenity of local residences, site construction workers, local businesses and adjoining developments undergoing construction; (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); (v) the inclusion of a waste management strategy for handling and disposing of construction waste; (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time; (vii) measures to be undertaken to minimise the impacts of the Development during the Construction Phase to local residents at all times;
------	--------------------------------	---

		<p>(viii) measures to address the management of Bleeding Heart Yard particularly in relation to pedestrian safety, service and emergency vehicle access to ensure the safety of local residents and the public;</p> <p>(ix) to include detailed information about the length and programme of works to be undertaken during the Construction Phase, including details how construction for some parts (if any) of the Development are to be undertaken off-site and then be assembled at the Property; and</p> <p>(x) to ensure the programming agree quiet times with limited works to minimise the impacts on Bleeding Heart Yard, particularly High Impact Activities to be staged at times of the day when their impacts would not impede the amenity of local residents and public.</p>
2.15	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,565 (seven thousand five hundred and sixty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.16	"the Construction Phase"	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the demolition of the existing buildings and structures
2.17	"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
2.18	"Crossrail Contribution"	the sum of £39,530 (thirty nine thousand five hundred and thirty pounds) to be paid by the Owner in accordance with the terms of this Agreement and to be used in the event of receipt by Transport for London towards the funding of the Crossrail Project in accordance with the Crossrail SPG

2.19	"the Crossrail Project"	the delivery by Transport for London of the proposed railway transport system from Maidenhead and Heathrow airport through central London (via new tunnels between Paddington and Liverpool Street stations) to Shenfield and Abbey Wood as shown on the deposited plans referred to in the Crossrail Act 2008
2.20	"Crossrail SPG"	the document entitled " Supplementary Planning Guidance: Crossrail Funding - Use of Planning Obligations and the Mayoral Community Infrastructure Levy" most recently updated by the Greater London Authority in March 2016 setting out the use of planning obligations in the funding of Crossrail
2.21	"the Development"	<p>Change of use of existing office (Class B1a) use at basement, ground floor and 1st floor to retail/restaurant (Class A1/A3) use; demolition of existing 5th floor plant room and erection of new 2 storey roof extension for office use; erection of 5 storey rear extension; infill of rear lightwell to create cycle storage and changing facilities at basement level; external alterations including new facade and glazing, and associated works as shown on Existing: 248-050 rev A, 248-100 rev A, 248-101 rev A, 248-102 rev A, 248-103 rev A, 248-104 rev A, 248-105 rev A, 248-106 rev A, 248-107 rev A, 248-200 rev A, 248-201 rev A, 248-202 rev A, 248-203 rev A, 248-205 rev A, 248-206 rev A (existing east context elevation), 248-206 rev A (existing west context elevation), 248-207 rev A, 248-300 rev A, 248-301 rev A.</p> <p>Proposed: 248-500 rev L, 248-501 rev O, 248-502 rev L, 248-503 rev J, 248-504 rev J, 248-505 rev J, 248-506 rev L, 248-507 rev L, 248-508 rev G, 248-600 rev K, 248-601 rev R, 248-602 rev H, 248-603 rev N, 248-604 rev I, 248-605 rev P, 248-606 rev D, 248-607 rev F, 248-700 rev G, 248-701 rev L, 248-703 rev B, 248-803 rev C, 248-804 rev A.</p> <p>Documents: Air Quality Assessment rev C02 dated 16/04/2018 and addendum received 02/07/2018, Sustainability Statement rev 01 dated 16/01/2018, Energy Statement rev 01 dated 16/01/2018 and email from Tibbalds dated 02/07/2018, Sustainable Drainage Strategy Ref: J3304-C-RP-0001 rev 03, Transport Assessment dated January 2018, Planning Noise Survey Report ref: 17483-R03-A dated 12 January 2018, Historic Building Report dated</p>

		<p>January 2018, Framework Employee Travel Plan dated January 2018, Design and Access Statement dated January 2018, Draft Delivery and Servicing Plan dated January 2018, Daylight and Sunlight Report dated 20 December 2017, Construction Management Plan dated January 2018, BREEAM Pre-assessment Tracker & Action List for Retail Refurbishment rev 1 dated 16/01/2018, BREEAM Pre-assessment Tracker & Action List for Office New Build rev 1 dated 16/01/2018, Archaeological Report dated January 2018, Planning Statement dated January 2018</p>
2.22	the Employment and Training Plan”	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development to satisfy the obligations contained in clause 4.11 of this Agreement through (but not be limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;</p> <p>(b) a 20% local employment target during the Construction Phase;</p> <p>(c) measures to achieve the provision of the two construction apprentice placements in accordance with clause 4.11.2</p> <p>(d) measures for provision during the Construction Phase of two work placements or work experience opportunities in accordance with clause 4.11.3;</p> <p>(e) ensure delivery of a supplier capacity building workshop/”Meet the Buyer” event to support small and medium enterprises within the London Borough of Camden to tender for contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>(f) commit to following the Local Procurement Code</p>

2.23	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of the measures set out in the submission document entitled Energy Statement for Planning for 20-23 Greville Street, London dated January 2018 by MLM Consulting Engineers Limited to achieve a 42.6% reduction in CO2 emissions beyond the Part L 2013 baseline;</p> <p>b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20.9% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>d) a building management system being an electronic system to monitor the Development's heating, cooling and the hours of use of plant;</p> <p>e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric / design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
------	---	---

		<ul style="list-style-type: none"> - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the decentralised heat network would be made. - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network. <p>f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including full design stage National Calculation Method (NCM) calculations 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;</p> <p>g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built NCM calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been implemented in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>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</p>
2.24	"the Highways Contribution"	the sum of £108,241 (one hundred and eight thousand and two hundred and forty one pounds) to be paid by the Owner to the

		<p>Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following (“the Highways Works”):-</p> <p>(a) reinstatement and repaving of the Public Highway directly adjacent to Property;</p> <p>(b) the repair and replacement of damaged setts on Bleeding Heart Yard;</p> <p>(c) 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>
2.25	“High Impact Activities”	any works identified by the Owner and the Council to be agreed in the Construction Management Plan to be undertaken during the Construction Phase that would cause greater noise and disturbance to local residents and the public than normal construction activities
2.26	“the Implementation Date”	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to “Implementation” and “Implement” shall be construed accordingly
2.27	“the Jewellery Retail Space”	the 25 square metres of net internal area floorspace found at the ground floor entrance level of the Development as shown on Plan 2 within class A1 of the Use Classes Order 1987 (as amended)

2.28	"the Jewellery Spaces"	<p>the 163 square metres of net internal area floorspace (incorporating the Jewellery Retail Space and the Jewellery Workspace) found at the ground and basement levels of the Development as shown on Plan 2 attached to be used exclusively by occupying tenants for purposes relating to the local jewellery trade within Class A1 (for the Jewellery Retail Space) and Class B1(c) (for the Jewellery Workspace) of the Use Classes Order 1987 (as amended) and to be offered for tenancy (for a minimum period of 12 months for all subsequent new leases) and remain at an Affordable Rent and in accordance with the terms of this Agreement and at all times the Owner must meet the following minimum requirements:-</p> <p>(a) the provision of the accommodation to be to shell and core level with the following additional specification:-</p> <ul style="list-style-type: none"> (i) the provision of durable floor covering over the entire floorspace; (ii) the provision of lighting; heating; gas points; painted walls and ceilings; telephone sockets and access to WCs on every floor; and (iii) to ensure the standard is suitable for any jewellery occupiers <p>And should any of the above criteria at (a)(i) – (iii) not be provided then a rent free period must be offered to any jewellery occupiers;</p> <p>(b) to use reasonable endeavours to minimise the amount of any service charge to be charged for the workspace operator through measures to include (but not be restricted to) the following:</p> <ul style="list-style-type: none"> (i) separate metering for utilities, and (ii) separate contracts for building services (including security) and (iii) where any part of the service charge is payable as a charge for the Development as a whole that part shall be payable on a pro-rata or direct usage basis in accordance with the provisions of "Service Charges in Commercial Property"
------	------------------------	---

		(3 rd Edition) by the Royal Institute of Chartered Surveyors (or any successor document).
2.29	“Jewellery Workspace”	the 138 square metres of net internal area floorspace found at the lower ground floor level of the Development as shown on Plan 2 within class B1(c) of the Use Classes Order 1987 (as amended)
2.30	“Jewellery Workspace and Retail Space Marketing Plan”	<p>a plan setting out a package of measures to be adopted by the Owner in marketing the Jewellery Workspace and Jewellery Retail Space within a clear 24 month period (as agreed in writing with the Council) and to include:</p> <ul style="list-style-type: none"> (i) the marketing particulars and specification of the Jewellery Workspace to be offered at the Affordable Rent; (ii) details of how and where the Jewellery Workspace and Jewellery Retail Space will be marketed including the use of local networks to highlight the availability of the workspace; (iii) thereafter to prepare a report at six month intervals with details of the marketing efforts made by the Owner in accordance with the approved Jewellery Workspace and Retail Space Marketing Plan during the previous six months to market the Jewellery Workspace and Jewellery Retail Space to secure a suitable tenant AND such details to be submitted to the Council’s Planning Monitoring Officer on the three occasions at the 6, 12 and 18 month intervals during the agreed 24 month period OR until such time that a suitable tenant for the Jewellery Workspace and Jewellery Retail Space is secured by the Owner.
2.31	“Jewellery Spaces Payment in Lieu”	the sum of £182,019 (one hundred and eighty two thousand and nineteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and in the event of receipt to be applied by the Council for the development or retention of jewellery businesses in the Hatton Garden area

2.32	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.33	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.34	"Local Procurement Code"	the code annexed to the Second Schedule hereto
2.35	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.36	"the Parties"	mean the Council, the Owner and the Mortgagee
2.37	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 15 th March 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0910/P subject to conclusion of this Agreement
2.38	"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
2.39	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.40	"the Property"	20-23 Greville Street London EC1N 8SS the same as shown outlined in red on Plan 1 (DWG No. 248-050A) annexed hereto
2.41	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.42	"the Servicing 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 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:- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

		<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 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>
2.43	"the Sustainability Plan"	<p>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:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Statement dated 16th January 2018 by MLM Consulting Engineers Limited;</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and</p>

		<p>attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories for all parts of the Development (to include the B1 office new-build and A1/A3 retail refurbishment);</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(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</p>
2.44	"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</p>

		<p>updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism 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) 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) 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>(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.</p>
2.45	"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.
2.46	"the Travel Plan Monitoring Contribution"	the sum of £6,432 (six thousand four hundred and thirty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to review and approve the Owner's Travel Plan over a five year period from the date of first Occupation of the Development.

3. NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made pursuant to Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall

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

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4 OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 ACCESS DESIGN PLAN

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Access Design Plan.
- 4.1.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Access Design Plan as demonstrated by written notice to that effect.
- 4.1.3 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 Access Design 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 Access Design Plan.

4.2 CAR FREE

- 4.2.1 To ensure that prior to occupying any part of the Development each new occupant 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.
- 4.2.2 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 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 above will remain for the lifetime of the Development.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 COMMUNITY WORKING GROUP

At least three months prior to Implementation the Owner at its own expense during the Construction Phase shall:

4.3.1 convene the Community Working Group from such persons (subject to a maximum of 12 people) as the Council shall nominate as having a direct interest in the carrying out of the Development and or local residents associations, local business or business organisations and local schools; and

4.3.2 procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Community Working Group and shall attend all meetings of the group;

4.3.3 appoint a person (the "Liaison Officer") responsible for liaising with the Council, residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Construction Phase, such person or his representative to organise and attend all meetings of the Community Working Group, all such meetings to take place within easy walking distance of the Property;

4.3.4 give a minimum of seven days' written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group;

- 4.3.5 ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed) ALWAYS PROVIDED that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 working days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides;
- 4.3.6 ensure that an accurate written minute is kept of each meeting of the Community Working Group recording discussion and any decisions taken by the Community Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- 4.3.7 in the event of the majority of members of the Community Working Group (having particular regard to the Council's Considerate Contractor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) the Owner shall have regard to and shall either use reasonable endeavours to give effect to implementing any reasonable recommendation or in the event of any reasonable recommendation not being adopted by the Owner, notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case; and
- 4.3.8 provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents such complaints to be referred to a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when High Impact Activities are programmed to take place and the measures designed

to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 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.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

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

4.4.3 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 practical impact on and disturbance to the surrounding environment and highway network.

4.4.4 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 as approved by the Council from time to time and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 CROSSRAIL CONTRIBUTION

4.5.1 The Owner shall notify the Council, the Mayor of London and Transport for London in writing prior to and with the anticipated date of Occupation of:

- (a) fifty per cent (50%) of the B1(a) floorspace forming part of the Commercial Element; and
- (b) one hundred per cent (100%) of the B1(a) floorspace forming part of the Commercial Element.

4.5.2 Within twenty eight (28) days of each of the respective written notices referred to in Clause 4.5.1 (a) and (b) the Owner shall pay to the Council the Crossrail Contribution in the following two tranches:-

- (a) 50% of the Crossrail Contribution following service of the notice under 4.5.1(a) as to Occupation of 50% of the B1(a) floorspace forming part of the Commercial Element;
- (b) the remaining 50% of the Crossrail Contribution following service of the notice under 4.5.1(b) as to Occupation of 100% of the B1(a) floorspace forming part of the Commercial Element.

4.5.3 The Owner shall not cause or permit the Occupation of more than (as appropriate) 50% and 100% of the Commercial Element unless and until each tranche of the Crossrail Contribution has been paid in accordance with Clause 4.5.2.

4.6 EMPLOYMENT AND TRAINING PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

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

4.6.4 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 Employment and Training 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 Employment and Training Plan.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.7.2 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.

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

4.7.4 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 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.

4.8 HIGHWAYS CONTRIBUTION

4.8.1 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.

4.8.2 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.

4.8.3 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.

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

4.8.5 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.

4.8.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unused Highway Contribution.

4.9 IMPLEMENTATION

4.9.1 Subject to 4.9.2 not to Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the Owner has demonstrated to the Council's satisfaction that it is the sole owner of the Property and that all occupational tenants and lessees of the Property have ceased to have any legal or equitable interest in the Property and have permanently vacated the Property by providing the following evidence:

- (a) that the leases have been surrendered or terminated; and
- (b) an updated copy of the Land Registry freehold title number 246405 showing the leasehold titles have been removed from the freehold title; or
- (c) a copy of the application to remove the expired leasehold titles from the freehold title; or
- (d) a solicitor (acting on the direct instruction of the Owner) certifying in writing that all leases and tenancies have expired.

- 4.9.2 Not to permit any occupational tenants or lessees to make any alterations to the Property which will Implement the Planning Permission without in each case:
- (a) the occupational tenant or lessee concerned first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement; or
 - (b) a solicitor certifying in writing that all occupational tenants and lessees of the Property are not permitted under the terms of their tenancy or lease to Implement the Planning Permission.

4.10 JEWELLERY WORKSPACE AND RETAIL SPACE

- 4.10.1 Not to Occupy or permit Occupation of the Development until the Jewellery Workspace and Retail Space Marketing Plan has been submitted to and approved by the Council as demonstrated by written notice to that effect.
- 4.10.2 Subject to clauses 4.10.6 and 4.10.7 not to Occupy or permit Occupation of any part of the Jewellery Spaces except for a use being solely for purposes relating to manufacture within the local jewellery trade falling within either classes A1 and B1(c) of the Use Classes Order at an Affordable Rent as agreed by the Council in writing.
- 4.10.3 It is agreed by the Parties that for the avoidance of doubt clause 4.10.2 shall apply to all subsequent assignments of the lease and sub-lettings of the Jewellery Spaces.
- 4.10.4 The Jewellery Workspace and Jewellery Retail Space shall be used for the lifetime of the Development for no other purpose save as a workshop and retail space for purposes relating to jewellery manufacturing and retail jewellery within their respective Classes A1 and B1(c) of the Use Classes Order (and for the Jewellery Workspace in particular shall not be used for any purpose within Class B1 of the Use Classes Order save as a workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade being a purpose falling within Class B1(c)) AND in the event of any part of the Jewellery Workspace and Jewellery Retail Space being used for a purpose not falling within their respective Use Classes solely for purposes relating to jewellery manufacture within the local jewellery trade of the Use Classes Order (as amended) then Occupation of the Development shall cease forthwith
- 4.10.5 Not to Occupy or permit Occupation of any part of the Development unless the Jewellery Workspace and Jewellery Retail Space is available to let in accordance with

the Jewellery Workspace and Retail Space Marketing Plan on the terms set out in sub-clauses 4.10.2, 4.10.3 and 4.10.4 of this Agreement.

4.10.6 In the event that the Owner has not found a suitable tenant within the agreed 24 clear month period then upon:

- (i) the Owner providing the evidence of marketing that has taken place during that agreed 24 month period in accordance with the approved Jewellery Workspace and Retail Space Marketing Plan to the Council; and
- (ii) payment in full of the Jewellery Spaces Payment in Lieu to the Council;

and following review of the submitted marketing evidence the Council shall confirm in writing that the obligations stated under this clause 4.10 shall cease to have further effect.

4.10.7 In the event the provisions of clause 4.10.6 do not take effect, at the expiration of five years following the Occupation Date, the obligations stated under this clause 4.10 shall cease to have further effect.

4.10.8 Not to levy a service charge for the Jewellery Spaces greater than £7 per square foot (or require other such additional payment or consideration) on occupying or prospective tenants of the Jewellery Spaces for the lifetime of the Development.

4.11 LOCAL EMPLOYMENT

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

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;

- c) 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;
- d) 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
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.11.2 The Owner shall ensure that at all times during the Construction Phase of no less than 2 (two) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre

(ii) employed for a period of not less than 52 weeks; and

(iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds.

All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

4.11.3 The Owner shall ensure that during the Construction Phase of the Development no less than 2 (two) work placements and/or work experience opportunities (not less than 2 weeks each) are provided at the Development.

4.11.4 Notwithstanding the provisions in clauses 4.11.2 and 4.11.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for workers employed during the Construction Phase resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of workers employed to the Kings Cross Construction Centre.

4.11.5 On or prior to the Implementation Date to pay the Council the Construction Support Contribution (for each individual apprentice placement) in full.

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

4.11.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.11.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

a) forthwith pay the Council a Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as a Construction Apprentice Default Contribution (in respect of each individual apprentice placement not provided) has been paid in full.

4.12 LOCAL PROCUREMENT

4.12.1 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 services to the Development in accordance with the Council's Local Procurement Code.

4.12.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.12.3 To ensure that the Development shall not be carried out otherwise than in accordance with the objectives of the Local Procurement Code.

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

4.13 PROJECT ARCHITECT

4.13.1 Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to:-

- (a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by Amin Taha Architects of 15A Clerkenwell Close, London EC1R 0AA (the "Project Architect");
- (b) Implement or carry out any works forming part of the construction of the Development at any time when the Project Architect is not employed by the Owner in connection with the Development; and
- (c) Occupy or permit Occupation of any part of the Development until such time as the Council has received confirmation in writing (to the Council's reasonable satisfaction not to be unreasonably withheld or delayed) from
 - I. the Project Architect; or
 - II. another architect of similar standing (to be agreed by the Council in advance) with experience of developments similar in nature to the Development and who are a RIBA chartered member or part of a RIBA Chartered Practice.that the Development has been completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

4.14 SERVICING MANAGEMENT PLAN

- 4.14.1 On or prior to Implementation to submit to the Council for approval the Servicing Management 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 Servicing Management 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 Servicing 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 Servicing Management Plan.

4.15 SUSTAINABILITY PLAN

- 4.15.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.15.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.15.3 Not to Occupy or permit 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 Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.15.4 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.16 TRAVEL PLAN

- 4.16.1 On or prior to the Implementation Date to submit to the Council the Travel Plan for approval.
- 4.16.2 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.
- 4.16.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/0910/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 jointly and severally 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(s).
- 5.6 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Planning Obligations Monitoring Officer shall (if requested to do so in

writing) provide confirmation in writing of discharge with the provisions of any obligation in this Agreement.

- 5.7 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 Permission reference 2018/0910/P.
- 5.8 Payment of any financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2018/0910/P. Electronic Transfer 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.
- 5.9 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.10 Any financial contribution pursuant to Clause 4 of this Agreement shall be paid or applied TOGETHER WITH if such payment 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 due to be made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

X

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

5.12 Where this Agreement provides for any agreement, approval or other consent on the part of the Council then such agreement, approval or other consent shall not be unreasonably withheld or delayed.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2018/1910/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 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. RIGHTS OF THIRD PARTIES

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

8. MORTGAGEE EXEMPTION

8.1 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.

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

9. JOINT AND SEVERAL LIABILITY

9.1 All Covenants made by SLQR TRUSTEE NO. 1 LIMITED and SLQR TRUSTEE NO. 2 LIMITED in this Agreement are made jointly and severally and shall be enforceable as such.

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 their Deed the day and year first before written

**EXECUTED AS A DEED BY
SLQR TRUSTEE NO. 1 LIMITED
in the presence of:**

G. Christie
.....
Witness Signature

)
)
) *B. Stevenson*

**Barr Stevenson
Director**

Witness Name: Georgia Christie
Address: 3rd Floor, 37 Esplanade, St. Helier, Jersey, JE1, 1AD
Occupation: Administrator

**EXECUTED AS A DEED BY
SLQR TRUSTEE NO. 2 LIMITED
in the presence of:**

G. Christie
.....
Witness Signature

)
)
) *B. Stevenson*

**Barr Stevenson
Director**

Witness Name: Georgia Christie
Address: 3rd Floor, 37 Esplanade, St Helier, Jersey, JE1 1AD
Occupation: Administrator.

EXECUTED AS A DEED BY)
SANTANDER UK PLC)
in the presence of:)

[Handwritten signature]

.....
Witness Signature

Witness Name: *TONY HARPER*

Address: SANTANDER UK PLC
Bridle Road
Occupation: *Bank of Scotland* ~~Bank of Scotland~~
Merseyside
L30 4GB

Securities Specialist

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

R. Alexander

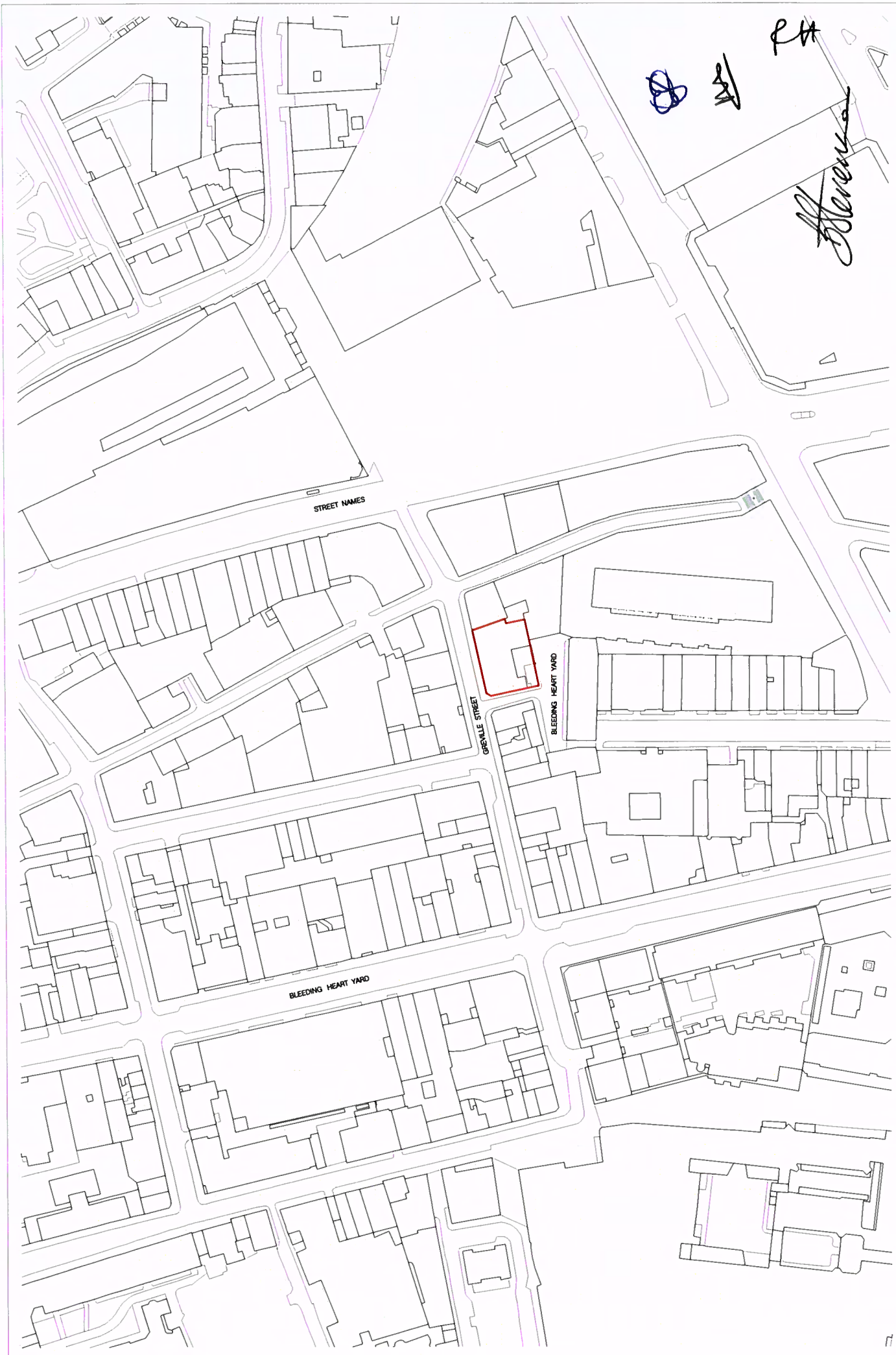
.....
Authorised Signatory

[Handwritten initials]

JUDITH ELLINGHAM
SECURITIES
SANTANDER UK PLC



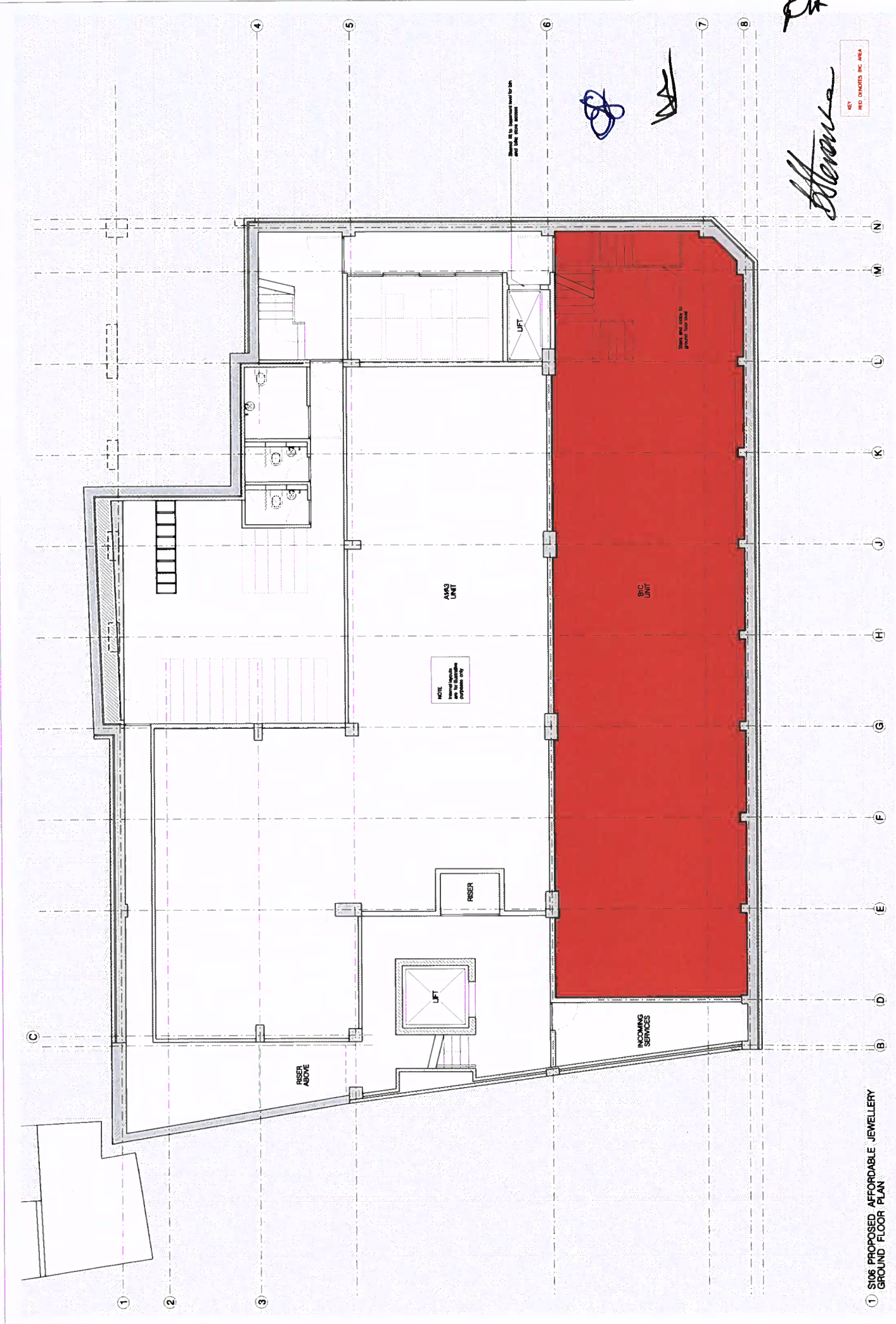
PLAN 1



1 LOCATION PLAN

REVISION:	A	DATE:	18.12.18	PROJECT:	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	CLIENT:	SEAFORTH LAND HOLDINGS LTD	GROUPWORK:	1-12 CLARENCE, GREEN, LONDON, EC1N 8AU	DESIGNER:	248 - 050	DATE:	JAN 2018	SCALE:	1:1250
PURPOSE:	LOCATION PLAN	FOR:	PLANNING APPLICATION	PROJECT:	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	CLIENT:	SEAFORTH LAND HOLDINGS LTD	GROUPWORK:	1-12 CLARENCE, GREEN, LONDON, EC1N 8AU	DESIGNER:	248 - 050	DATE:	JAN 2018	SCALE:	1:1250
REVISION:	A	DATE:	18.12.18	PROJECT:	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	CLIENT:	SEAFORTH LAND HOLDINGS LTD	GROUPWORK:	1-12 CLARENCE, GREEN, LONDON, EC1N 8AU	DESIGNER:	248 - 050	DATE:	JAN 2018	SCALE:	1:1250
PURPOSE:	LOCATION PLAN	FOR:	PLANNING APPLICATION	PROJECT:	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	CLIENT:	SEAFORTH LAND HOLDINGS LTD	GROUPWORK:	1-12 CLARENCE, GREEN, LONDON, EC1N 8AU	DESIGNER:	248 - 050	DATE:	JAN 2018	SCALE:	1:1250

PLAN 2



Handwritten signature: Estevan
Handwritten initials: EK

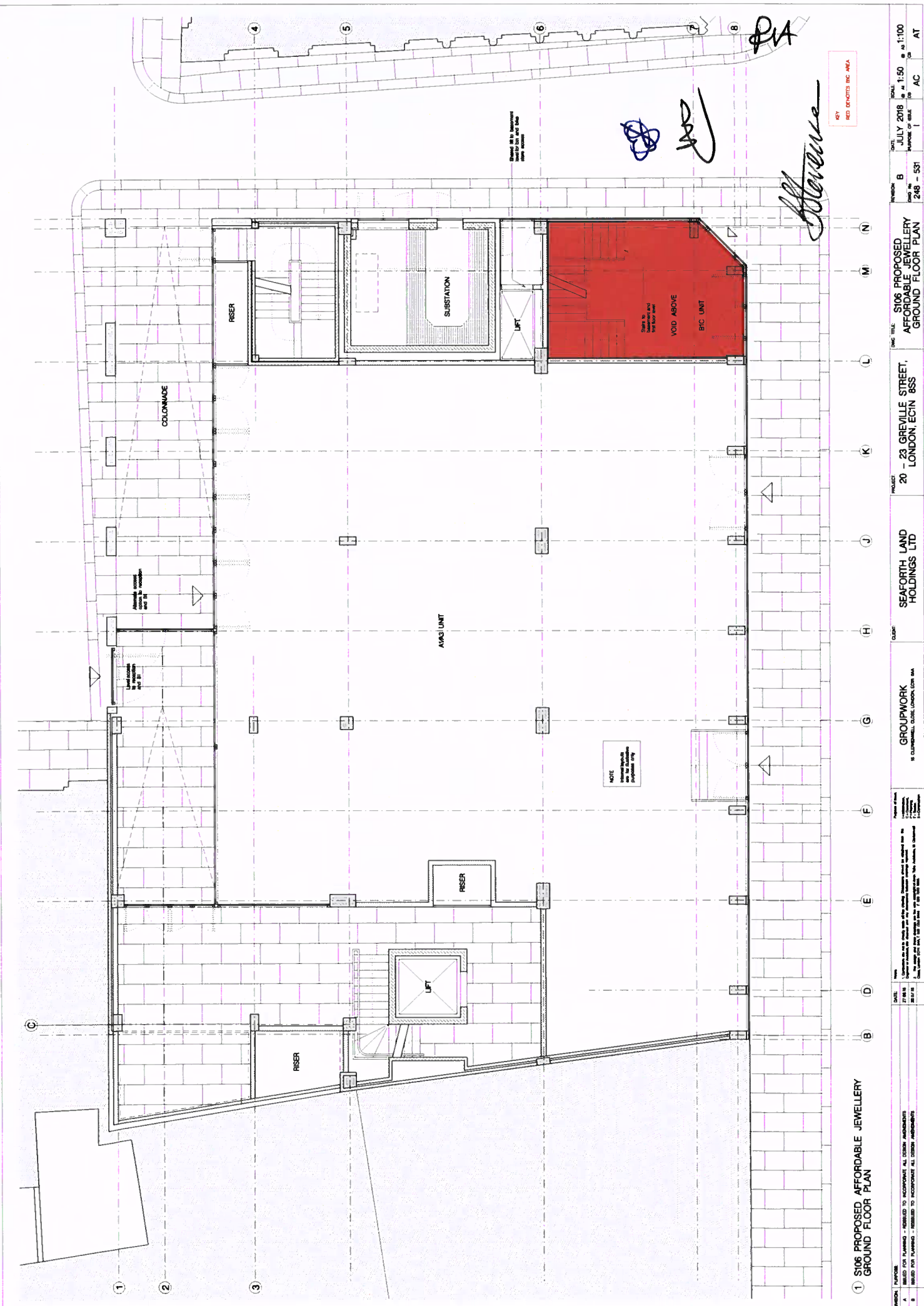
KEY
 RED SHADING BIC AREA

NOTE
 This unit is to be used for office
 use only for business
 purposes only

Units 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

1 S106 PROPOSED AFFORDABLE JEWELLERY
 GROUND FLOOR PLAN

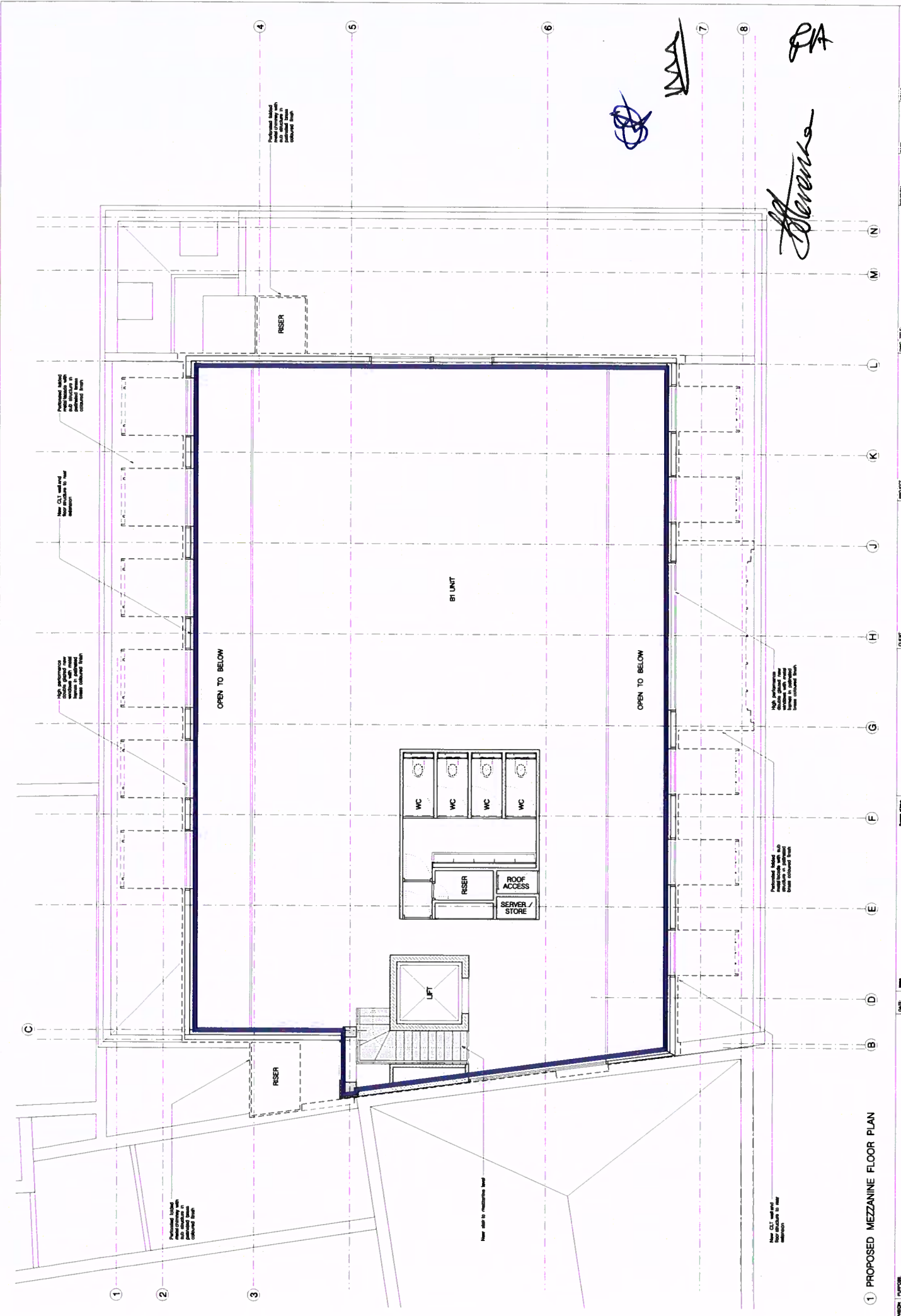
REVISION	NO.	DATE	BY	SCALE	PROJECT	CLIENT	GROUPWORK	SEAFOORTH LAND HOLDINGS LTD	PROJECT TITLE	DATE	SCALE	BY
A	1	27/08/18	28/11/18	1:50	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	SEAFOORTH LAND HOLDINGS LTD	GROUPWORK	SEAFOORTH LAND HOLDINGS LTD	S106 PROPOSED AFFORDABLE JEWELLERY GROUND FLOOR PLAN	JULY 2018	1:50	AC
B	2	28/11/18	28/11/18	1:50	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	SEAFOORTH LAND HOLDINGS LTD	GROUPWORK	SEAFOORTH LAND HOLDINGS LTD	S106 PROPOSED AFFORDABLE JEWELLERY GROUND FLOOR PLAN	JULY 2018	1:50	AC
C	3	28/11/18	28/11/18	1:50	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	SEAFOORTH LAND HOLDINGS LTD	GROUPWORK	SEAFOORTH LAND HOLDINGS LTD	S106 PROPOSED AFFORDABLE JEWELLERY GROUND FLOOR PLAN	JULY 2018	1:50	AC



1 S106 PROPOSED AFFORDABLE JEWELLERY
GROUND FLOOR PLAN

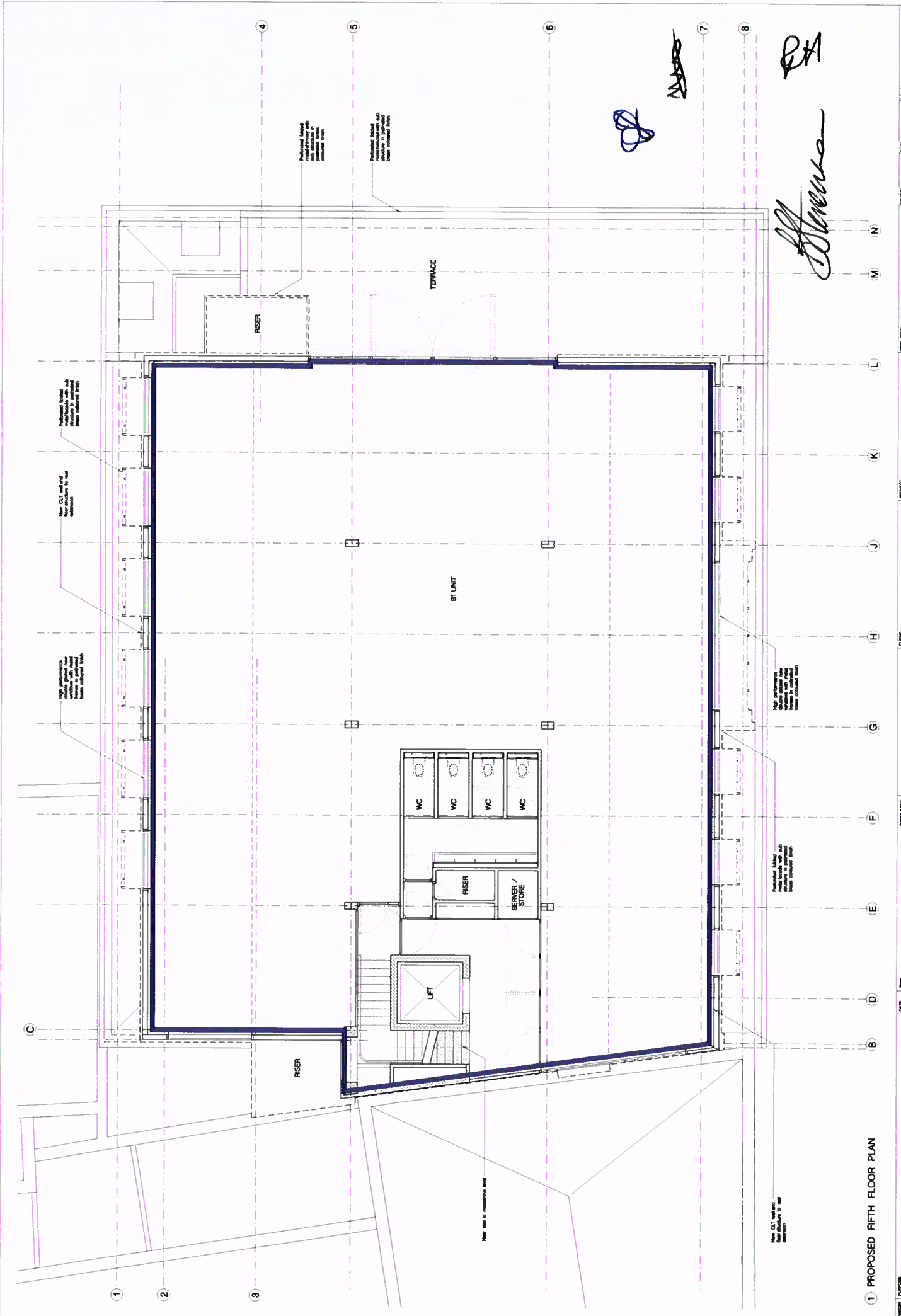
REVISION:	DATE:	BY:	SCALE:
A	27/08/18	REG. DRAWING BIC. ANA	1:100
B	28/07/18		1:100
PURPOSE:		PROJECT:	
A - BASED FOR PLANNING - REQUIRED TO INCORPORATE ALL LEGAL REQUIREMENTS		20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	
B - BASED FOR PLANNING - REQUIRED TO INCORPORATE ALL LEGAL REQUIREMENTS		PROJECT:	
		SEAFOURTH LAND HOLDINGS LTD	
		CLIENT:	
		GROUPWORK	
		18 CLAPHAM ROAD, CLAPHAM, LONDON, SW4 9DA	
DATE:		PROJECT:	
27/08/18		20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	
28/07/18		PROJECT:	
		S106 PROPOSED AFFORDABLE JEWELLERY	
		GROUND FLOOR PLAN	
BY:		SCALE:	
REG. DRAWING BIC. ANA		1:100	
DATE:		PROJECT:	
JULY 2018		20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	
REVISION:		PROJECT:	
B		SEAFOURTH LAND HOLDINGS LTD	
248 - 531		CLIENT:	
		GROUPWORK	
		18 CLAPHAM ROAD, CLAPHAM, LONDON, SW4 9DA	

PLAN 3



1 PROPOSED MEZZANINE FLOOR PLAN

REVISION	PURPOSE	DATE	BY	SCALE
1	ISSUED FOR TENDERS - REFERRED TO INCORPORATE ALL CLERKY AMENDMENTS	27.08.18	WNA	AS SHOWN
PROJECT: SEAFORTH LAND HOLDINGS LTD 20 - 28 GREVILLE STREET, LONDON, EC2N 8SS		DATE: JUNE 2018 SCALE: 1:50 DRAWING NO: 248 - 507	PROJECT: SEAFOURTH LAND HOLDINGS LTD 20 - 28 GREVILLE STREET, LONDON, EC2N 8SS	DATE: JUNE 2018 SCALE: 1:50 DRAWING NO: 248 - 507



1 PROPOSED FIFTH FLOOR PLAN

REVISION	L	DATE	JUNE 2018	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	DATE	27/05/18	SCALE	AS SHOWN
PROJECT	SEAFOURTH LAND HOLDINGS LTD	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS
CLIENT	GROUPWORK	CLIENT	GROUPWORK	CLIENT	GROUPWORK
ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD
DATE	JUNE 2018	DATE	JUNE 2018	DATE	JUNE 2018
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS
REVISION	L	DATE	JUNE 2018	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS
PROJECT	SEAFOURTH LAND HOLDINGS LTD	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS
CLIENT	GROUPWORK	CLIENT	GROUPWORK	CLIENT	GROUPWORK
ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD
DATE	JUNE 2018	DATE	JUNE 2018	DATE	JUNE 2018
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS
REVISION	L	DATE	JUNE 2018	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS
PROJECT	SEAFOURTH LAND HOLDINGS LTD	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS	PROJECT	20 - 23 GREVILLE STREET, LONDON, EC1N 8SS
CLIENT	GROUPWORK	CLIENT	GROUPWORK	CLIENT	GROUPWORK
ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD	ARCHITECT	SEAFOURTH LAND HOLDINGS LTD
DATE	JUNE 2018	DATE	JUNE 2018	DATE	JUNE 2018
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS	PURPOSE	FOR PLANNING - REFERRED TO INCORPORATE ALL DESIGN AMENDMENTS

DRAFT PLANNING PERMISSION

Tibbalds Planning and Urban Design
Ltd
19 Maltings Place
169 Tower Bridge Road
London
SE1 3JB

Application Ref: **2018/0910/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:
20-23 Greville Street
London
EC1N 8SS

Proposal:

Change of use of existing office (Class B1a) use at basement, ground floor and 1st floor to retail/restaurant (Class A1/A3) use; demolition of existing 5th floor plant room and erection of new 2 storey roof extension for office use; erection of 5 storey rear extension; infill of rear lightwell to create cycle storage and changing facilities at basement level; external alterations including new facade and glazing, and associated works.

Drawing Nos: Existing: 248-050 rev A, 248-100 rev A, 248-101 rev A, 248-102 rev A, 248-103 rev A, 248-104 rev A, 248-105 rev A, 248-106 rev A, 248-107 rev A, 248-200 rev A, 248-201 rev A, 248-202 rev A, 248-203 rev A, 248-205 rev A, 248-206 rev A (existing east context elevation), 248-206 rev A (existing west context elevation), 248-207 rev A, 248-300 rev A, 248-301 rev A.

Proposed: 248-500 rev L, 248-501 rev O, 248-502 rev L, 248-503 rev J, 248-504 rev J, 248-505 rev J, 248-506 rev L, 248-507 rev L, 248-508 rev G, 248-600 rev K, 248-601 rev R, 248-602 rev H, 248-603 rev N, 248-604 rev I, 248-605 rev P, 248-606 rev D, 248-607 rev F, 248-700 rev G, 248-701 rev L, 248-703 rev B, 248-803 rev C, 248-804 rev A.

DECISION

Documents: Air Quality Assessment rev C02 dated 16/04/2018 and addendum received 02/07/2018, Sustainability Statement rev 01 dated 16/01/2018, Energy Statement rev 01 dated 16/01/2018 and email from Tibbalds dated 02/07/2018, Sustainable Drainage Strategy Ref: J3304-C-RP-0001 rev 03, Transport Assessment dated January 2018, Planning Noise Survey Report ref: 17483-R03-A dated 12 January 2018, Historic Building Report dated January 2018, Framework Employee Travel Plan dated January 2018, Design and Access Statement dated January 2018, Draft Delivery and Servicing Plan dated January 2018, Daylight and Sunlight Report dated 20 December 2017, Construction Management Plan dated January 2018, BREEAM Pre-assessment Tracker & Action List for Retail Refurbishment rev 1 dated 16/01/2018, BREEAM Pre-assessment Tracker & Action List for Office New Build rev 1 dated 16/01/2018, Archaeological Report dated January 2018, Planning Statement dated January 2018.

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

3 Detailed drawings/samples

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

- a) Typical details of new railings at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth.
- b) Plan, elevation and section drawings, including jambs, head and cill, of all external new window and door openings.
- c) Samples and manufacturer's details of all new facing materials including glazing.
- d) A sample panel of all final facing material shall be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The panel must be constructed at 1:1 scale and be no less than 1m² in size demonstrate the proposed colour, texture, mesh size, fold and surface joints of the facing material.
- e) Plan section and elevation details of the new shopfronts.
- f) Plan, elevation and section drawings showing the typical façade details including expansion joints; panel divisions; parapet; party wall upstand; roof junctions; parapet and parapet cornice ; string course; chimneys; vertical divisions between facades on the west elevation and colonnade.

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

Reason: In order to safeguard the character and appearance of the area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan policies.

Prior to commencement of the relevant part of the works, full details of the sustainable drainage system including a green or green-blue roof based attenuation provision, covering the roof of the extension, shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of the building or in any utility plant susceptible to water, and shall demonstrate a 30% or better reduction in run off rate for the extension area. Details shall include a lifetime maintenance plan, exceedance flows, and drainage calculations for the entire site in addition to the extension, and shall thereafter retained and maintained in accordance with the approved details.

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

9 Non-road mobile machinery

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

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

10 Living roof details and installation

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

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies A3, CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

11 Solar PV

Prior to occupation of development, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include:

- a) Panel / array size, orientation and tilt details - data sheets and commentary;

14 Ventilation

Prior to commencement of development (excluding demolition and site preparation works), details of the ventilation systems including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and boiler flues and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of occupants in accordance with Policy CC4 of the London Borough of Camden Local Plan and Policy 7.14 of the London Plan 2016.

15 Plant and equipment

Prior to the installation of any items of fixed plant associated with the operation of the development, details of plant machinery and a noise report shall be submitted to and approved in writing by the Local Planning Authority. The measures shall ensure that the external noise level emitted from plant/machinery/equipment will be lower than the lowest existing background noise level by at least 10dBA, by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. The report should reference the proposed noise limits included in Table 2 of the planning noise survey report dated 12 January 2018. A post installation noise assessment shall be carried out to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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

16 Noise breakout

The noise breakout level from the operation of the proposed A1 / A3 units at 1 m from the worst affected windows of the nearest noise sensitive premises should not exceed the facade corrected limit set out in Table 3 of the planning noise survey report dated 12 January 2018.

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

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 A1 of the London Borough of Camden Local Plan.

Informative(s):

- 1 You are advised that planning permission does not guarantee that public highway and public realm improvement works will be implemented as proposed as they are subject to further public consultation, detailed design, and approval by the Highway Authority.
- 2 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).
- 3 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 or on the website 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.
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

THE FIRST SCHEDULE
CONSTRUCTION MANAGEMENT PLAN
PRO FORMA

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

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

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

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

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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) **MAIN REQUIREMENTS OF THE CODE**

A) **CONSTRUCTION**

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

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

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

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

DATED *19th June* 2019

(1) SLQR TRUSTEE NO. 1 LIMITED

and

(2) SLQR TRUSTEE NO. 2 LIMITED

and

(3) SANTANDER 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

20-23 Greville Street London EC1N 8SS

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.**