

G:\case files/culture & env/planning/PM/s106(2015/2575/P)
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FINAL 010816

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A G R E E M E N T
relating to land known as
32 and 32A Jamestown Road, London NW1 7BY
pursuant to Section 106 and 106A of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

and

(1) LR (JAMESTOWN) LIMITED

DATED *for* *January* 2016 *7*

BETWEEN:

i. **LR (JAMESTOWN) LIMITED** (Co. Regn. No. 04524352) of Quadrant House, Floor 6, 4 Thomas More Square, London E1W 1YW (hereinafter called "the Owner") of the first part

ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 322968.

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 10th June 2015 and the Council resolved to grant permission conditionally under reference number 2015/2575/P on 3 September 2015 subject to conclusion of this Agreement.

1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Sections 106 and 106A of the Act and Section 278 of the Highways Act 1980.

THIS AGREEMENT is made the 4th day of January 2016

2. **DEFINITIONS**

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "the Agreement" this planning and highways obligation made pursuant to Sections 106 of the Act and Section 278 of the Highways Act 1980

2.3 "Business Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated

2.4 "Business Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Business Parking Bays

2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and

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

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of existing buildings or structures on the Property (where such works are proposed) and the building out of the Development;

(ii) incorporation of the provisions set out in the First Schedule annexed hereto;

(iii) incorporation of the provisions set out in the Second Schedule annexed hereto;

(iv) proposals to ensure there are no adverse effects on the Conservation Area features;

(v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(vi) amelioration and monitoring measures in relation to construction traffic including procedures for notifying the owners and occupiers of the residences and businesses in the locality in advance of

major operations delivery schedules and amendments to normal traffic arrangements (if any);

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

(viii) 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

the whole period between

(i) the Implementation Date; and

(ii) the date of issue of the Certificate of Practical Completion

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

internal reconfiguration and alterations for refurbishment of existing offices (Class B1), provision of central atrium, installation and relocation of plant, alterations to Jamestown Road and Canal Side facades and erection of new fourth and fifth floors to provide additional office floor space (class B1) as shown on drawings P001; P099; P100; P101; P102; P103; P104; P105; P120; P121; P130; P131; P199/B; P200/B; P201/B; P203/B; P204/C; P205/E; P206/C; P400/C; P401/C; P500/E; P501/B;

2.9 "the Development"

2.8 "the Council's Considerate Contractor Manual"

2.7 "the Construction Phase"

2.10 "the Energy Efficiency and Renewable Energy Plan"

Existing and Proposed roof drainage SK-020; Letter prepared by Norman Disney Young Limited dated 30th September 2014; Letter Expedition engineering Limited dated 30th September 2014; Planning Condition 3 submission by Ben Adams Architects dated July 2016.

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

(a) the incorporation of the measures set out in the submission document entitled "Energy Statement" produced by Norman Disney & Young dated 21 April 2015;

(b) details of how the Owner will reduce the Development's carbon emissions using renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

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

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

(e) measures to enable a future connection to a local energy network at the boundary of the Property;

(f) a pre-implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

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

2.11 "the Highways Contribution"

the sum of £9,400 (nine thousand four hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt 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):-

Building works

(a) removal of existing cross over;

Building works

(b) resurfacing the footway adjacent to the Property following completion of the

Building works adjacent to the highway

Construction Phase; and any other works the Council acting reasonably requires as a direct result of

removal

the Development

construction

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 this sum excludes any statutory undertakers costs

construction works associated with

2.12 "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 pursuant to the Planning Permission and references to the "Implementation" and "Implement" shall be construed accordingly

a planning application in respect of the development of the Property submitted to the Council and validated on 10th June 2015 for which a resolution to grant permission has been

2.18 "the Planning Application"

2.17 "the Parties" the Council and the Owner

the date when any part of the Development is occupied for the purposes permitted by the Planning Permission pursuant to that consent and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.16 "Occupation Date"

Council

the section 106 agreement dated 6 August 2014 between (1) the Owner (under its former name of London & Regional (Bewlay House) Limited) (2) The Bank of New York Mellon and (3) the

2.15 "Mixed Use Section 106 Agreement"

Agreement

means the planning permission granted pursuant to the planning application with reference 2013/8265/P on 6 August 2014 for development at the Property comprising a change of use from offices (Class B1) to mixed use comprising offices (Class B1) and 9 residential units including the erection of new fourth and fifth floors, provision of central atrium, installation and relocation of plant, and alteration to Jamestown Road and Canal Side facades following the completion of the Mixed Use Section 106 Agreement

2.14 "Mixed Use Permission"

and the Public Highway

plans demonstrating the levels at the interface of the Development the boundary of the Property

2.13 "the Level Plans"

passed conditionally under reference number 2015/2575/P subject to conclusion of this Agreement

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 7.1 hereof

a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto at the Fourth Schedule

the land known as Bewlay Cliff Wharf, 32 and 32A Jamestown Road, London NW1 7BY the same as shown outlined in red on the plan annexed hereto

any carriageway footway and/or verge adjoining the Property maintainable at public expense

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

(a) achieve the targets set out in the submission document entitled Energy Statement dated 21st April 2015 and BREEMAM Preliminary Estimation

2.19 "Planning Obligations Monitoring Officer"

2.20 "the Planning Permission"

2.21 "the Property"

2.22 "the Public Highway"

2.23 "the Sustainability Plan"

dated 30 April 2015, both by Norman Disney and Young;

(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 attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;

(c) include a pre-implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

(e) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

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

2.24 "the Travel Plan Monitoring Contribution"

the sum of £3,001 (three thousand and one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.25 "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

2.26 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

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

(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the

This Agreement is made in pursuance of Sections 106 and 106A of the Act and section 278 of the Highways Act 1980, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.1

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

- (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
- (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;
- (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 submitted to the Council for approval in writing;
- (c) a mechanism for monitoring and reviewing the plan on the first anniversary of the Occupation Date; approval in writing; review and submitted to the Council for

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

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

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

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

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

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

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE DEVELOPMENT

4.1.1 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 be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.1 Prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.3 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

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

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

4.2.1 Prior to the Implementation Date to provide to the Council for approval a draft Construction Management Plan.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.1.3 Prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers 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 4.1.1 of this Agreement.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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.
- 4.4 **HIGHWAYS CONTRIBUTION**
 - 4.4.1 On completion of the Agreement pay to the Council the Highways Contribution in full.
 - 4.4.2 The Council hereby acknowledges that settlement of the Highways Contribution pursuant to Clause 4.4.1 of his Agreement discharges all liability to pay the 'Highways Contribution' referred to in Clauses 4.10.1 and 4.10.2 of the Mixed Use Section 106 Agreement.
 - 4.4.3 Prior to the Implementation Date to submit to the Council the Level Plans for approval.
 - 4.4.4 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
 - 4.4.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
 - 4.4.6 On completion of the Highways Works the Council will provide to the Owner a

certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.

4.4.7 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.

4.4.8 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate return the surplus amount to the Owner.

4.5 SUSTAINABILITY PLAN

4.5.1 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.5.2 Not to implement nor permit implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

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

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan 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 TRAVEL PLAN

4.6.1 Prior to the issue of the Certificate of Practical Completion:

(a) submit to the Council the Travel Plan for approval; and

5. MIXED USE PERMISSION

4.6.2 (b) pay to the Council the Travel Plan Monitoring Contribution

4.6.2 Not to Occupy or permit Occupation of any part of the Development until such time

as:

(a) the Council has approved the Travel Plan as demonstrated by written notice

to that effect; and

(b) the Council has received the Travel Plan Monitoring Contribution in full.

4.6.3 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.

5.1 Immediately after the date and time specified in the written notice required under

clause 6.1 has passed:

(a) the carrying out of any material operation as defined in Section 56 of the Act

pursuant to the Planning Permission shall implement the Development; AND

(b) the Owner covenants not to take any further steps to implement or to continue to

implement the Mixed Use Permission.

5.2 Prior to the completion of this Agreement the Owner shall discharge all outstanding

obligations and payments relating to the Mixed Use Section 106 Agreement to be

confirmed in writing by the Council's Planning Obligations Monitoring Officer.

5.3 Subject to the Owner's on-going compliance with Clause 5.1, the parties agree that

from the date of this Agreement the Mixed Use Section 106 Agreement will have no

further effect.

and time specified in the written notice deemed under

Clause 6.1 the Owner will have no further liability under

5.4 Until such date and time specified in the written notice deemed

under Clause 6.1 the Owner covenants to comply with the

obligations under the Mixed Use Section 106 Agreement.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 The Owner shall give written notice to the Council by email to the Planning Obligations Monitoring Officer (PlanningObligations@camden.gov.uk) prior to the Implementation Date notifying of the date and time when implementation of the Planning Permission is to take place.

6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/2575/P the date upon which the Development is ready for Occupation.

6.3 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.

6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6.5 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.

6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

6.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

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

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

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

6.7 Payment of the contributions in this Agreement shall be made by the Owner to the Council by 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 2015/2575/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Entfield 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.

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 2015/2575/P.

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

7.6

The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

7.5

The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

7.4

This Agreement shall be registered as a Local Land Charge.

7.3

The Council shall respond in writing to any application for approval or consent under the Agreement within four (4) weeks of such submission or as soon as feasibly possible thereafter.

7.2

The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/2575/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

7.1

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

from time to time being charged from the date such payment is due until payment is made.

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

8. RIGHTS OF THIRD PARTIES

7.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not appeal) after the date of this Agreement.

7.9 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.

7.8 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

7.7 The Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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.

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

EXECUTED AS A DEED BY
LR (JAMESTOWN) LIMITED
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary



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

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

Requirements to control and minimise NOx, PM10, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM10 and NOx emissions from vehicles and plant

- a) Low emission plant fitted with catalysis, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysis, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- B - Techniques to control dust emissions from construction and demolition (where any such operations are carried out)
- a) Keep site fencing, barriers and scaffolding clean using wet methods;
 - b) Buildings to be demolished shall be wrapped;
 - c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
 - d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
 - e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
 - f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
 - g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
 - h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
 - i) Store materials with the potential to produce dust away from site boundaries;
 - j) Sheet, seal or damp down stockpiles of excavated material held on site;
 - k) Any loose materials brought onto the site shall be protected by appropriate covering
 - l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
 - m) Ensure water suppression is used during demolition operations (where any such operations are carried out);
 - n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
 - o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site;
- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located away from the closest receptors or house in closed environments where possible.

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well as data checking. PM10 data shall be collected automatically on an hour basis.

- c) A trigger action level for PM10 concentrations of $200\mu\text{g}\cdot\text{m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition (where any such operations are carried out) and construction phases.

- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.

- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.

- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an

explanation of how these will be mitigated in accordance with the London Council's Best Practice Guidance.

c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.

d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition (where any such operations are carried out) work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

**THE SECOND SCHEDULE
Construction Management Plan
Highway Measures**

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

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

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

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.);
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractors Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

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

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

- v) Any other relevant information with regard to traffic and transport.
 - w) The Construction Management Plan should also include the following statement:-
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

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

PART II: Review and Monitoring of the Travel Plan

vehicle grants

apply to the Energy Saving Trust (www.est.org.uk) for alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can

d. encourage suppliers and delivery contractors to use alternatively-fuelled pedestrian or traffic flows

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

b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;

a. identify the number and type of servicing vehicles required for the Property;

A servicing management plan for the site must seek to:

8. Facilities for Goods Movement and Servicing

g. work with the Council to improve cycle routes to/from the Property

f. a Bicycle Users Group (BUG) to progress cyclists issues on site

e. cycle pool for work-related journeys

d. cycle repair facilities

c. cycle and equipment loans and insurance

b. cycle allowance for work-related journeys

a. changing and showering facilities

commercial developments:

Consideration shall also be given to providing the following, especially in quantity in line with annual travel surveys to be subsequently carried out:

Secure and well-lit workplace cycle parking must be provided in sufficient

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.

Monitor and Review

5.

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

Implementation

4.

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 Travel 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.

User Consultation and Travel Surveys

3.

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.

Consultation with occupiers

2.

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.

Review the Property's Transport Accessibility

1.

THE FOURTH SCHEDULE
Draft Planning Permission

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

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

Proposal:
Internal reconfiguration and alterations for refurbishment of existing offices (class B1), provision of central atrium, installation and relocation of plant, alterations to Jamestown and Canal Side facades and erection of new fourth and fifth floors to provide additional office floor space (class B1)
Drawing Nos: P001; P099; P100; P101; P102; P103; P104; P105; P120; P121; P130; P131; P199B; P200/B; P201/B; P203/B; P204/C; P205/E; P206/C; P400/C; P401/C; P500/E; P501/B; Existing and Proposed roof drainage SK-020; Letter prepared by Norman Disney Young Limited dated 30th September 2014; Letter Expedition engineering Limited dated 30th September 2014; Planning Condition 3 submission by Ben Adams Architects dated July 2016;


Address:
32 Jamestown Road
London
NW1 7BY

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

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

Dear Sir/Madam

Application Ref: 2015/2575/P


Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
Tel 020 7974 4444
planning@camden.gov.uk
www.camden.gov.uk/planning

Savills
33 Margaret Street
London
W1G 0JD

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

Condition(s) and Reason(s):

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

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

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

P001; P099; P100; P101; P102; P103; P104; P105; P120; P121; P130; P131; P199B; P200/B; P201/B; P203/B; P204/C; P205/E; P206/C; P400/C; P401/C; P500/E; P501/B; Existing and Proposed roof drainage SK-020; Letter prepared by Norman Disney Young Limited dated 30th September 2014; Letter Expedition engineering Limited dated 30th September 2014; Planning Condition 3 submission by Ben Adams Architects dated July 2016;

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

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

- a) Details of all windows and external doors;
- b) Details of all facing materials with the exception of bricks (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site); and
- c) Details of the plant enclosure at roof level (materials).

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

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

4 The approved sample panel of the facing brickwork, demonstrating the proposed colour, texture, face-bond and pointing, shall be retained on site until the work has been completed. The development shall be carried out in accordance with the approval given.

Reason: To safeguard the appearance of the premises and the character of the

immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

5 Prior to occupation of the building privacy screens for the roof terraces and in the lightwell at fourth and fifth floor levels, details of which have been submitted to and approved in writing by the local planning authority, shall be constructed. The screens shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

6 Prior to the first occupation of the building a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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

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

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

8 Full details of any plant, including details of sound attenuation and an acoustic report shall be submitted to and approved in writing by the local planning authority. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the local planning authority.

Reason: To safeguard the amenities of the neighbouring premises and the area Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Policies.

9 The proposed cycle parking, as indicated on drawings and documents provided, shall be provided in its entirety prior to the first occupation of the building, and permanently retained thereafter.

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

10 The sustainable urban drainage system and rainwater harvesting system hereby approved shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Policies.

11 Prior to the commencement of the relevant part of the development hereby approved, details of all external lighting to include location, design, specification, fitting and fixtures shall be submitted to and approved in writing by the local planning authority. The building shall not be occupied until the relevant approved details have been implemented. These works shall be permanently retained and maintained thereafter.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Policies.

12 Before the development is occupied, the refuse and recycling storage facilities, as shown on the drawings hereby approved, shall be provided. All refuse and recycling facilities shall be permanently retained and maintained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Policies.

Informative(s):

1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/cm/content/contacts/council-contacts/environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

3 The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: http://www.camden.gov.uk/cm/cms-service/stream/asset/?asset_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil> We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

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

4 Thames Water will aim to provide customers with a minimum pressure of 10m head (approximately 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

DECISION

DRAFT

Supporting Communities Directorate

Yours faithfully

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

5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.





AGREEMENT
 relating to land known as
 32 and 32A Jamestown Road, London NW1 7BY
 pursuant to Section 106 and 106A of the Town and Country Planning
 Act 1990 (as amended) and
 Section 278 of the Highways Act 1980

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

and

(1) LR JAMESTOWN) LIMITED

DATED

Mr Jammy

2016/7