

Date: 20th November 2020
Your Reference: Neil Vokes
Our Reference: 2020/2486/P
Enquiries to: neil.vokes@camden.gov.uk

**London Borough of Camden
Supporting Communities Directorate
5 Pancras Square
Kings Cross
London, N1C 4AG**

Phone: 0207 974 5444

www.camden.gov.uk

David Burns
Director of Economy, Regeneration and Investment
London Borough of Camden
Town Hall
Argyle Street
LONDON
WC1H 8EQ

Dear David,

**SHADOW SECTION 106 AGREEMENT
LAND SURROUNDING SNOWMAN HOUSE AND CASTERBRIDGE BELSIZE ROAD LONDON
NW6 4DP
PLANNING REFERENCE 2020/2486/P**

I refer to the above matter.

The Local Planning Authority requires that I make an unequivocal written statement from myself confirming two matters to the Director of Economy, Regeneration and Investment. Please accept this letter in compliance with that requirement.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Development Department in the construction and operation of the development at Land surrounding Snowman House and Casterbridge Belsize Road London NW6 4DP, will comply with the conditions marked with an asterisk in the planning permission referenced 2020/2486/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any of its interests in the land surrounding Snowman House and Casterbridge Belsize Road London NW6 4DP without first ensuring that any new owner simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely



Neil Vokes
Director of Development
London Borough of Camden

DATED

2020

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

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

**Land surrounding Snowman House and Casterbridge
Belsize Road
London NW6 4DP**

**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;
S278 of the Highways Act 1980 and
Section 1(1) of the Localism Act 2011**

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

**Tel: 020 7974 1918
Fax: 020 7974 2962**

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FINAL 261120

THIS AGREEMENT is made the day of 2020

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
- ii **MORTGAGEE** of (hereinafter called " ") of the second part
- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of
Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the
fourth part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Number NGL18115 [subject to a charge to the
Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 12th June 2020 and the Council resolved to grant permission
conditionally under reference number 2020/2486/P subject to conclusion of this legal
Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in
which the Property is situated and considers it expedient in the interests of the proper
planning of its area that the development of the Property should be restricted or
regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL18115 and dated (hereinafter called “the Legal Charge”) is willing to enter into this Agreement 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 (as amended)
2.2	“Abbey Road Bus Stop Adjustment”	means the adjustment to the Belsize Road South Hampstead bus stop in Abbey Road as shown on Plan 4 (with all works subject to detailed design and agreement with TfL and consultation with the Council’s Highways Authority) ensuring that at all times the bus stop remains open and in use to the public during the Construction Phase
2.3	"Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.4	“Belsize Road Traffic Management Order”	means the following works (with all works subject to detailed design and consultation by the Council’s Highways Authority): <ul style="list-style-type: none"> - the installation of a disabled bay on Belsize Road;

		<ul style="list-style-type: none"> - the installation of an ambulance bay on Belsize Road adjacent to the community centre as shown on Plan 3; - the removal of existing residents' bays on Abbey Road to make way for the disabled bay and ambulance bay as shown on Plan 3: and - consulting on and finalising the design of the above proposals, to include the requirement for dropped kerbs - making and implementing any necessary Traffic Management Orders pursuant to the Road Traffic Regulation Act 1984
2.5	"Car Parking Management and Reduction Plan"	<p>a strategy for the effective operational management to include monitoring use, maintenance and enforcement to deter unauthorised use of the Parking Spaces with measures to ensure:</p> <ul style="list-style-type: none"> (i) parking at the Property is restricted to the authorised users only; (ii) a mechanism for future re-purposing of Parking Spaces for alternative uses upon the expiry of lease agreements; (iii) occupiers and visitors to the Development are restricted from parking on any access routes within the Property; (iv) no parking shall be permitted on the landscaped areas of the Development; and (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update of the plan as may be required from time to time.
2.6	"Carbon Offset Contribution"	<p>the sum of £56,288 (fifty six thousand two hundred and eighty eight pounds) (or such revised sum as may approved by the Council in writing following submission of the draft Energy Efficiency and</p>

		Renewable Energy Plan for approval) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards off-site carbon reduction measures in the vicinity of the Development
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"Community Centre"	a centre for the provision of community use and services located on the ground floor of the new two storey building located off Belsize Road as shown on Plan 1
2.9	"Community Centre Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Community Centre (to be reviewed and amended from time to time by the Owner for approval by the Council) to include (but not be limited to) the following:</p> <ul style="list-style-type: none"> i. details of the management team responsible for the day to day running of the Community Centre and to ensure that the Community Centre has appropriate management policies and procedures in place to minimise noise impacts, antisocial behaviour nuisance and disruption to the local community and neighbours; ii. details of the procedures to be adopted by the Owner for managing the access and egress arrangements of customers from the Community Centre and dispersal arrangements and to include details of liaison with neighbouring properties with the aim to ensure quiet egress from the Community Centre; iii. to prepare a code of conduct to be made available to all setting out the standards by which occupiers and visitors of the Community Centre

		<p>are expected to conduct themselves both in the Property and in its immediate vicinity in order to minimise the impact and disruption to local residents and the local community including signage information to promote customer and staff awareness;</p> <p>iv. to establish a formal complaints procedure for the Owner with all complaints to be formally logged and a strategy for the Owner to respond to complaints within a set timeframe including contacting the complainant to explain what actions have been taken to resolve the matter and the processes outlining if an issue cannot be dealt with internally by the Owner and / or is of a criminal nature then the Metropolitan Police to be contacted immediately;</p> <p>v. Information about community safety measures installed in the Community Centre to manage and control and deal with nuisance or anti-social behaviour taking place at the Community Centre and to include details about the hiring and employment of appropriately licensed and trained security staff (as may be appropriate) at the Property and the CCTV monitoring system to be used within and immediately outside the Property;</p> <p>vi. Details of the emergency response plan to be incorporated in operational procedures of the Community Centre and the appropriate training to be offered to members of staff;</p> <p>vii. the Owner to establish a community liaison representative - a single point of contact from the Community Centre management team - who will</p>
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		<p>be responsible for liaising with the Community Groups;</p> <p>viii. to identify means of ensuring the provision of information to the Council and provision of a mechanism for review and update as may be reasonably required from time to time for the written approval by the Council.</p> <p>and AT ALL TIMES the Owner to ensure that the Community Centre shall not:</p> <ul style="list-style-type: none"> a. be available for hire for any social functions, parties or weddings (it being acknowledged that rooms can be made available to hire for meetings, workshops and supervised recreational activities); b. host events where live music is played, nor c. allow alcohol to be made available for consumption and / or be served on the premises.
2.10	"the Construction Management Plan Bond"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.
2.11	"Construction Management Plan"	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

		<p>form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed 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 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 and structures on the Property and the building out of the Development; (ii) proposals to ensure there are no adverse effects on the adjoining conservation areas 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);
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		<p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(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.</p>
2.12	"Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.13	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>
2.14	"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
2.15	"Delivery and Servicing Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing of the Development securing the minimisation of service vehicles with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>(a) a requirement for all delivery and servicing vehicles to load / unload from the designated loading bays only;</p>

		<p>(b) details of the person(s) at the Development 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 and servicing vehicles required for the Development;</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 from the Development; and</p>
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		(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
2.16	"the Development"	<p>Construction of a new health and community centre (Use Class D1), relocation of existing residential car park, along with landscaping, associated access, demolition of link bridge between Phases 2 and 3, and cycle parking as shown on:</p> <p>Existing drawings: 440300-AHR-ZZ-00-DR-A-0001, 440300-AHR-ZZ-00-DR-A-0002, 440300-AHR-ZZ-00-DR-A-0003, 440300-AHR-ZZ-XX-DR-A-0004, 440300-AHR-ZZ-XX-DR-A-0005, 440300-AHR-ZZ-XX-DR-A-0006, 440300-AHR-ZZ-XX-DR-A-0007, 440300-AHR-ZZ-XX-DR-A-0008, S1-XX-DR-L-9002 L01,</p> <p>Proposed drawings: 440300-AHR-ZZ-XX-DR-A-1021, 440300-AHR-ZZ-XX-DR-A-0019, 440300-AHR-ZZ-XX-DR-A-0018, 440300-AHR-ZZ-XX-DR-A-0017, 440300-AHR-ZZ-XX-DR-A-0016, 440300-AHR-ZZ-XX-DR-A-0015, 440300-AHR-ZZ-XX-DR-A-0014, 440300-AHR-ZZ-00DR-A-1002, 440300-AHR-ZZ-00-DR-A-1003, 440300-AHR-ZZ-01-DR-A-1004, 440300-AHR-ZZ-RF-DR-A-1005, S1-XX-DR-L-9003 L01, S1-XX-DR-L-9100 L02, 440300-FAB-S1-XX-DR-L-9001,</p> <p>Supporting documents: Design and Access Statement (AHR) May 2020, Landscape Design and Access Statement (Fabrik) May 2020, Rapid Health Impact Assessment (CBRE) May 2020, Acoustic Report 9769.RP01.AAR.4 - Rev. 4 (RBA) 27 May 2020, Air Quality Assessment 01 - 27965-RP-SU-001 (HM) 26 May 2020, Preliminary Ecological Appraisal Report - DFCP 4399 (D F Clark Bionomique Ltd) 22nd May 2020, Construction Management Plan v3 (draft) (Wates) 22.5.2020, Transport Statement (Stantec)</p>

		<p>April 2020, Energy Assessment rev 2 (Norman Bromley) May 2020, Lighting Strategy Rev 2 (Norman Bromley) 22-05-2020, Flood Risk Assessment (FRA) and Sustainable Drainage Systems (SuDS) Strategy (Stantec) May 2020, Sustainability Statement (Norman Bromley) May 2020, Arboricultural Impact Assessment (Sharon Hosegood Associates) 19 May 2020, Employment and Training Strategy v1 (Wates) May 2020, Daylight and Sunlight Report (Delva Patman Redler) May 2020, Wind Impact Assessment (Pollard Thomas Edwards) May 2020, Statement of Community Involvement (Camden) Planning Statement (CBRE) May 2020, Preliminary Risk Assessment (WSP) May 2020, Road Safety Audit Stage 1 15820 (TMS) 3rd September 2020, Technical Note 001 (Stantec) September 2020.</p>
2.17	"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> <ul style="list-style-type: none"> a) The incorporation of the measures set out in the submission document entitled Abbey Road – Phase 2 – Energy Assessment and dated May 2020 by Norman Bromley Partnership to achieve a 37.26% reduction in CO2 emissions beyond the Part L 2013 baseline; 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% in carbon emissions in relation to the Property using

		<p>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; - 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 DHN 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</p>
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		<p>independent professional in respect of the Property including Full Design stage based on NCM (for non-residential) 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 SAP (for residential) and/or NCM (for non-residential) calculations) 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</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>
2.18	"the Existing Buildings"	the structures and buildings currently found at the Property at the date hereof
2.19	"the Highways Contributions"	The total sum of £35,895.32 (thirty five thousand and eight hundred and ninety five pounds and thirty two pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the carrying out of the following works to the public highway and associated

		<p>highway measures in the vicinity of the Property to include the following ("the Highways Works"):-</p> <ol style="list-style-type: none"> i. payment of the sum of £12,000 (twelve thousand pounds) in respect of all and any works pertaining to the Abbey Road Bus Stop Adjustment; ii. payment of the sum of £13,895.32 (thirteen thousand eight hundred and ninety five pounds and thirty two pence) in respect of all and any works pertaining to the Belsize Road Traffic Management Order; iii. a contingency payment of £10,000 (ten thousand pounds) for remedying any construction damage to the Public Highway including any pavement, road and footway surfaces affected by the Construction Phase of the Development; iv. any other works the Council acting reasonably requires in the vicinity of the Development as a direct result of the Development; <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>
2.20	"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
2.21	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.22	"Parking Spaces"	the total of 35 (thirty five) spaces to be provided for car parking purposes with 33 (thirty three) to be let to residents of the Property with 1 (one) disabled parking and 1 (one) visitor parking as shown on Plan 2
2.23	"the Parties"	mean the Council the Owner and the Mortgagee
2.24	"Plan 1"	means the plan showing the Property annexed at the Fourth Schedule
2.25	"Plan 2"	means the plan (numbered S1-XX-DR-L-9003/L01) showing the Parking Spaces at the Property annexed at the Fourth Schedule
2.26	"Plan 3"	means the plan showing the Belsize Road Traffic Management Order annexed at the Fourth Schedule
2.27	"Plan 4"	means the plan (numbered 46830/5501/002/D) showing the Abbey Road Bus Stop Adjustment annexed at the Fourth Schedule
2.28	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 June 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/2486/P subject to conclusion of this Agreement
2.29	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at clause 6.1 hereof
2.30	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed at the Third Schedule
2.31	"the Property"	the land surrounding Snowman House and Casterbridge Belsize Road London Camden NW6 4DP the same as shown outlined in red on Plan 1
2.32	"Public Highway"	any carriageway footway and/or verge adjoining to the Property primarily on Abbey Road and Belsize Road, that is maintainable at public expense.

2.33	"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> <ul style="list-style-type: none"> (i) achieve the targets set out in the submission document entitled "Abbey Road – Phase 2. Sustainability Statement" dated May 2020 by Normal Bromley Partnership and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate change mitigation), CC2 (Adapting to climate change), CC3 (Water and flooding), CC4 (Air quality) and CC5 (Waste); (ii) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories; (iii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use; (iv) 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
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		<p>policies on sustainability contained within its Development Plan;</p> <p>(v) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(vi) 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>(vii) 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>
2.34	"the Travel Plan"	<p>the strategic workplace travel plan to be prepared in relation to the Property setting out a package of measures to be adopted by the Owner in the management of each respective space with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Second Schedule hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date (of the respective spaces in the Property)</p>

		<p>including provision of a TRICS after survey ensuring the plan is 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 of the respective spaces in the Property;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date (of the respective spaces in the Property) 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 (for each respective space in the Property) and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>(f) to include a section titled 'Car Parking Management and Reduction Plan update' to offer an update on the on-going repurposing and reduction of on-site car parking at the Property following the expiry of lease agreements and the proposed interventions to achieve modal shift;</p>
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		(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time.
2.35	"the Travel Plan Monitoring Contribution"	the sum of £9,762 (nine thousand seven hundred and sixty 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 for the review and approve the Owner's Travel Plan in respect of the Property over a six year period from the date of first Occupation of the Development.
2.36	"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 to each respective space with a view to securing an ongoing process of continuous improvement

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner 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 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.
- 3.8 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.9 The Owner hereby covenants with the Council to perform those obligations set out in Clause 4 of this Agreement to the extent that those obligations relate to the Owner's interest it holds in the Property at the relevant time.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR PARKING MANAGEMENT AND REDUCTION PLAN**

- 4.1.1 Prior to the Occupation Date of the Development to submit to the Council for approval the Car Parking Management and Reduction Plan for the Development.
- 4.1.2 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the Car Parking Management and Reduction Plan for the Development as demonstrated by written notice to that effect.

4.1.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Car Parking and Reduction Management Plan for the Development and 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 Car Parking Management Plan.

4.2 **CARBON OFFSET CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

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

4.3.2 Not to Implement nor allow Implementation 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.

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

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

4.4 **CONSTRUCTION MANAGEMENT PLAN BOND**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.4.4 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
 - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

- 4.4.5 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.4.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

4.5 COMMUNITY CENTRE MANAGEMENT PLAN

- 4.5.1 Prior to the first operation at the Community Centre to submit to the Council for approval the Community Centre Management Plan for the Development.
- 4.5.2 Not to operate or permit the operation of the Community Centre until such time as the Council has approved the Community Centre Management Plan for the Development as demonstrated by written notice to that effect.
- 4.5.3 After the date of first operation at the Community Centre the Owner shall not Occupy or permit Occupation of the Community Centre at any time when the Community Centre is not being managed in strict accordance with the Community Centre Management Plan for the Development as approved by the Council from time to time and shall not Occupy or permit Occupation of the Community Centre otherwise than in strict accordance with the requirements of the Community Centre Management Plan.

4.6 DELIVERY AND SERVICING PLAN

- 4.6.1 Prior to the Occupation of the Development to submit to the Council for approval the Delivery and Servicing Plan for the Development.
- 4.6.2 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the Delivery and Servicing Plan for the Development as demonstrated

by written notice to that effect.

- 4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation at any time when the Development is not being managed in strict accordance with the Delivery and Servicing 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 Delivery and Servicing 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 CONTRIBUTIONS

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Highways Contributions in full;
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full;

4.8.3 Subject to the receipt of the Highways Contributions the Council shall consult with the Owner on the proposals for and timings of the Highway Works with the aim for the Highway Works to be completed in accordance with an agreed timeframe and on completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works together with a breakdown detailing how the Highways Contributions have been spent.

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

4.8.5 If the Certified Sum is less than the Highway Contributions then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contributions.

4.9 SUSTAINABILITY PLAN

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

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

4.9.3 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.

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

4.10 TRAVEL PLAN

- 4.10.1 On or prior to the Occupation Date to pay to the Council the Travel Plan Monitoring Contribution.
- 4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has received and approved the Travel Plan Monitoring Contribution in full.
- 4.10.3 Prior to the Occupation Date of to submit to the Council the Travel Plan for the Development for approval and not to Occupy or permit Occupation until such time as the Council has approved the Travel Plan for the Development as demonstrated by written notice to that effect.
- 4.10.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation at any time when the Development is not being managed in strict accordance with the relevant Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation otherwise than in strict accordance with the requirements of the Travel Plans.

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 2020/2486/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability 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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2020/2486/P
- .
- 5.7 Payment of any financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2020/2486/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value

added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

$$A = B \frac{Y-X}{X}$$

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Monitoring Obligations Officer, 5 Pancras Square London N1C 4AG quoting the planning reference number 2020/2486/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

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

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 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.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner [and the] in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
)
in the presence of:)

.....
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed)
By Mortgagee)
by)
in the presence of:-)

.....

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

.....
Authorised Signatory

THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

<https://beta.camden.gov.uk/web/guest/construction-management-plans>

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

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

9. Car Parking Management and Reduction Plan

The 'Car Parking Management and Reduction Plan' shall seek to ensure the reduction in private car ownership and to support the growth of active travel. The Owner will be expected to include details of the proposed repurposing of car parking spaces. Details should include the quantity of spaces to be removed, how this process will be managed and what the proposed repurposing measure will provide. The plan shall include the following information:

- a. Design and layout of existing or proposed car parking;
- b. How the site is accessed by vehicles and the interaction with vulnerable road users;
- c. Details of measures to reduce car use such as car clubs or cargo bike parking;
- d. Details of electric vehicle charging points;

- e. How the spaces are managed, the usage is monitored and the wrongful use of spaces is enforced;
- f. Include a strategy to reduce the number of on-site car parking spaces in the future by repurposing the spaces for alternative uses;
- g. To consider any further measures such as installing surface-mount or retractable ground anchors within the bays to accommodate cargo bikes and other nonstandard cycles should occupiers not wish to use the car parking spaces;
- h. For disabled car parking space, the Owner should demonstrate how users will be informed of the spaces, including details of who shall be eligible and how the spaces will be prioritised and allocated. Details must also include the disabled car parking space will be managed to prevent it being used for general parking.
- i. Possible proposals for repurposing of the existing parking spaces could include additional cycle parking, including provision for non-standard cycles, cycle stations with basic maintenance equipment such as a stand, pump and tools; and / or new outdoor amenity space.

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.

THE THIRD SCHEDULE

DRAFT PLANNING PERMISSION

THE FOURTH SCHEDULE

PLANS 1- 4

Application ref: 2020/2486/P
Contact: David Fowler
Tel: 020 7974 2123
Email: David.Fowler@camden.gov.uk
Date:

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

CBRE Ltd
Henrietta House
Henrietta Place
London
W1G 0NB

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:

Land surrounding Snowman House and Casterbridge
Belsize Road
London
Camden
NW6 4DP

DECISION

Proposal:

Construction of a new health and community centre (Use Class D1), relocation of existing residential car park, along with landscaping, associated access, demolition of link bridge between Phases 2 and 3, and cycle parking

Drawing Nos: Existing drawings: 440300-AHR-ZZ-00-DR-A-0001, 440300-AHR-ZZ-00-DR-A-0002, 440300-AHR-ZZ-00-DR-A-0003, 440300-AHR-ZZ-XX-DR-A-0004, 440300-AHR-ZZ-XX-DR-A-0005, 440300-AHR-ZZ-XX-DR-A-0006, 440300-AHR-ZZ-XX-DR-A-0007, 440300-AHR-ZZ-XX-DR-A-0008, S1-XX-DR-L-9002 L01,

Proposed drawings: 440300-AHR-ZZ-XX-DR-A-1021, 440300-AHR-ZZ-XX-DR-A-0019, 440300-AHR-ZZ-XX-DR-A-0018, 440300-AHR-ZZ-XX-DR-A-0017, 440300-AHR-ZZ-XX-DR-A-0016, 440300-AHR-ZZ-XX-DR-A-0015, 440300-AHR-ZZ-XX-DR-A-0014, 440300-AHR-ZZ-00DR-A-1002, 440300-AHR-ZZ-00-DR-A-1003, 440300-AHR-ZZ-01-DR-A-1004, 440300-AHR-ZZ-RF-DR-A-1005, S1-XX-DR-L-9003 L01, S1-XX-DR-L-9100 L02, 440300-FAB-S1-XX-DR-L-9001,

Supporting documents: Design and Access Statement (AHR) May 2020, Landscape Design and Access Statement (Fabrik) May 2020, Rapid Health Impact Assessment (CBRE) May 2020, Acoustic Report 9769.RP01.AAR.4 - Rev. 4 (RBA) 27 May 2020, Air

Quality Assessment 01 - 27965-RP-SU-001 (HM) 26 May 2020, Preliminary Ecological Appraisal Report - DFCP 4399 (D F Clark Bionomique Ltd) 22nd May 2020, Construction Management Plan v3 (draft) (Wates) 22.5.2020, Transport Statement (Stantec) April 2020, Energy Assessment rev 2 (Norman Bromley) May 2020, Lighting Strategy Rev 2 (Norman Bromley) 22-05-2020, Flood Risk Assessment (FRA) and Sustainable Drainage Systems (SuDS) Strategy (Stantec) May 2020, Sustainability Statement (Norman Bromley) May 2020, Arboricultural Impact Assessment (Sharon Hosegood Associates) 19 May 2020, Employment and Training Strategy v1 (Wates) May 2020, Daylight and Sunlight Report (Delva Patman Redler) May 2020, Wind Impact Assessment (Pollard Thomas Edwards) May 2020, Statement of Community Involvement (Camden) Planning Statement (CBRE) May 2020, Preliminary Risk Assessment (WSP) May 2020, Road Safety Audit Stage 1 15820 (TMS) 3rd September 2020, Technical Note 001 (Stantec) September 2020.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 Three years from the date of this permission

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

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

- 2 Approved drawings

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

Existing drawings: 440300-AHR-ZZ-00-DR-A-0001, 440300-AHR-ZZ-00-DR-A-0002, 440300-AHR-ZZ-00-DR-A-0003, 440300-AHR-ZZ-XX-DR-A-0004, 440300-AHR-ZZ-XX-DR-A-0005, 440300-AHR-ZZ-XX-DR-A-0006, 440300-AHR-ZZ-XX-DR-A-0007, 440300-AHR-ZZ-XX-DR-A-0008, S1-XX-DR-L-9002 L01,

Proposed drawings: 440300-AHR-ZZ-XX-DR-A-1021, 440300-AHR-ZZ-XX-DR-A-0019, 440300-AHR-ZZ-XX-DR-A-0018, 440300-AHR-ZZ-XX-DR-A-0017, 440300-AHR-ZZ-XX-DR-A-0016, 440300-AHR-ZZ-XX-DR-A-0015, 440300-AHR-ZZ-XX-DR-A-0014, 440300-AHR-ZZ-00DR-A-1002, 440300-AHR-ZZ-00-DR-A-1003, 440300-AHR-ZZ-01-DR-A-1004, 440300-AHR-ZZ-RF-DR-A-1005, S1-XX-DR-L-9003 L01, S1-XX-DR-L-9100 L02, 440300-FAB-S1-XX-DR-L-9001,

Supporting documents: Design and Access Statement (AHR) May 2020, Landscape Design and Access Statement (Fabrik) May 2020, Rapid Health Impact Assessment (CBRE) May 2020, Acoustic Report 9769.RP01.AAR.4 - Rev. 4 (RBA) 27 May 2020, Air Quality Assessment 01 - 27965-RP-SU-001 (HM) 26 May 2020, Preliminary Ecological Appraisal Report - DFCP 4399 (D F Clark Bionomique Ltd) 22nd May 2020, Construction Management Plan v3 (draft) (Wates) 22.5.2020, Transport Statement (Stantec) April 2020, Energy Assessment rev 2 (Norman Bromley) May 2020, Lighting Strategy Rev 2 (Norman Bromley) 22-

05-2020, Flood Risk Assessment (FRA) and Sustainable Drainage Systems (SuDS) Strategy (Stantec) May 2020, Sustainability Statement (Norman Bromley) May 2020, Arboricultural Impact Assessment (Sharon Hosegood Associates) 19 May 2020, Employment and Training Strategy v1 (Wates) May 2020, Daylight and Sunlight Report (Delva Patman Redler) May 2020, Wind Impact Assessment (Pollard Thomas Edwards) May 2020, Statement of Community Involvement (Camden) Planning Statement (CBRE) May 2020, Preliminary Risk Assessment (WSP) May 2020, Road Safety Audit Stage 1 15820 (TMS) 3rd September 2020, Technical Note 001 (Stantec) September 2020.

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

3 Detailed drawings/samples

Detailed drawings, and/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) Plan, elevation and section drawings, including 500mm window jambs, head and cill, of all external new window and door openings.
- b) Samples and manufacturer's details of all new facing materials including glazing, bricks, window frames and handrails.

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

4 External fixtures

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

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

5 Noise

The design of the development shall be of such a standard that it will protect residents in adjoining buildings from noise from the development, so that they are not exposed to noise levels indoors of more than 35 dB LAeq 16 hrs daytime and of more than 30 dB LAeq 8 hrs in bedrooms at night.

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

6 Construction related impacts - Monitoring

Air quality monitoring should be implemented on site. No development shall take place until:

- a. prior to installing monitors, full details of the air quality monitors have been agreed by the local planning authority and/or Camden Council environmental health officer in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;
- b. prior to commencement, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

7 Hours of use - Community Centre

The Community Centre shall not operate except between 09:30-21:00 Monday to Thursday and on Sundays and Bank Holidays, and between 09:30-22:30 on Fridays and Saturdays.

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

8 Refuse and recycling

Prior to first occupation of the Medical Centre and the Community Centre, the refuse and recycling storage areas as shown on the drawings hereby approved shall be provided and shall be permanently maintained and retained as such thereafter.

Reason: To safeguard the amenities of adjoining neighbours in accordance with the requirements of Camden Local Plan policy CC5.

9 Non-road mobile machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

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

10 Cycle parking

Prior to first occupation, the following bicycle parking shall be provided:

- 12 long stay parking spaces would be provided as well as

- 20 short stay/visitor spaces

All such facilities shall thereafter be permanently maintained and retained.

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

11 Landscape plans

Fully detailed landscape plans shall be submitted to and approved by the Council. The landscape plans shall include details of bird and bat boxes and log piles/loggeries. The landscape works shall be implemented prior to opening of the building.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity in accordance with policy A3 of the London Borough of Camden Local Plan 2017.

12 Living roof

The living 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.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1 and A3 of the London Borough of Camden Local Plan 2017.

13 Trees: retained and protected on site

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

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

14 Tree protection

Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with approved Tree Protection Plan. The protection shall then remain in place for the duration of works on site and works should be undertaken in line with the approved arboricultural method statement, unless otherwise agreed in writing by the local authority.

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

15 Landscape: to be carried out in accordance with approved details

All hard and soft landscaping works shall be carried out in accordance with the approved landscape details [by not later than the end of the planting season following completion of the development or any phase of the development] [, prior to the occupation for the permitted use of the development or any phase of the development], whichever is the sooner. No less than 40 trees will be planted, including no less than 12 semi-mature trees. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

16 Solar PV details

Prior to commencement of above ground works, drawings and data sheets showing the location, extent and predicted energy generation of photovoltaic cells and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

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

17 Rainwater and greywater harvesting

Prior to commencement of development other than site clearance & preparation, a feasibility assessment for rainwater and greywater recycling should be submitted to the local planning authority and approved in writing. If considered feasible, details should be submitted to the local authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local plan Policies.

18 SuDS: Further details

Prior to commencement of development, full details of the sustainable drainage system including below-ground cellular attenuation and flow restriction device, 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 a building or in any utility plant susceptible to water, and shall demonstrate the whole-site 2 l/s run-off rate approved by the Local Planning Authority. If necessary a revised drainage statement, SuDS pro-forma and supporting evidence should be provided, including:

- The proposed SuDS or drainage measures including storage capacities
- The proposed surface water discharge rates or volumes

Details shall include a lifetime maintenance plan, and systems shall thereafter be 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 Policies.

19 Cooling hierarchy study

Prior to commencement of development other than site clearance & preparation, a detailed overheating study and suitable proposals - with the aim of maximising the passive cooling options, and minimising carbon emissions and overheating risks - should be submitted to the local planning authority and approved in writing. Details of the proposed measures, alongside a relevant addendum to the Energy and Sustainability Statements, should be submitted to the local authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development follows principles sustainability and health and safety in accordance with the requirements of policies CC1 (climate change mitigation) and CC2 (climate change adaptation) of the London Borough of Camden Local Plan 2017 as relating to carbon reduction, cooling hierarchy and overheating.

20 Health Centre

The Health Centre hereby approved shall only be used as a Health Centre and for no other purposes within the same class use.

Reason: To ensure the delivery of healthcare facilities in line with Local Plan policy C1.

21 ** Community Centre Management Plan

Prior to operation of the community centre, a Community Centre Management Plan shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with Camden Local Plan policies A1 and A4.

22 ** Energy and sustainability

On or prior to the Implementation Date (excluding demolition works) an Energy Efficiency and Renewable Energy Plan and a Sustainability Plan shall be submitted to and approved in writing by the local planning authority. Such plans shall:

(a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent rating.

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body certifying that the measures incorporated in the Sustainability Plan are achievable.

(c) provide future proofing details of opportunities to connect to a future decentralised energy network.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with Camden Local Plan policies CC1, CC2, CC3 and CC4.

23 ** Carbon offset fund contribution

On or prior to Implementation, confirmation that the necessary measures to secure a carbon offset fund contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with Camden Local Plan policies CC1, CC2, CC3 and CC4.

24 ** Delivery and Servicing Management Plan

Prior to occupation of any part of the development, a Delivery and Servicing Management Plan shall be submitted to and approved by the local planning authority. The proposals will be maintained in accordance with this plan thereafter.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

25 ** CMP

Prior to the commencement of construction works (excluding demolition works), a Construction Management Plan (CMP) including an Air Quality Assessment shall be submitted to and approved by the local planning authority. The scheme will be built in accordance with this plan thereafter.

The CMP shall set out all 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.

The CMP shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) which

demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents, businesses and local councillors, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from demolition and construction activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

26 **** CMP implementation support contribution**

On or prior to Implementation, confirmation that the necessary measures to secure the CMP Implementation Support Contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

27 **** Construction impact bond**

On or prior to Implementation, confirmation that the necessary measures to secure the construction impact bond shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

28 ****Strategic Workplace Travel Plan**

Prior to occupation, a Strategic Workplace Travel Plan, shall be submitted to and approved in writing by the Local Planning Authority and confirmation that the necessary measures to secure the monitoring and review of the Travel Plan shall be submitted to and approved in writing by the Local Planning Authority.

The health centre and the community centre shall not be operated other than in accordance with the Travel Plan as approved.

Reason: In order to ensure that the travel demand arising from the development does not significantly impact on the existing transport system and in accordance with Camden Local Plan policies T1, T2 and T3.

29 **** Parking design and management plan**

Prior to occupation of any part of the development, a car parking design and management plan, including a mechanism for future re-purposing of space for car parking for alternative uses upon the expiry of lease agreements. shall be submitted to and approved by the local planning authority. The proposals will be maintained in accordance with this plan thereafter.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

30 ** Traffic Management Order

On or prior to Implementation, confirmation that the necessary measures to secure a contribution to implement the detailed design, consultation and a Traffic Management Order necessary for the installation of a disabled bay and an ambulance bay on Belsize Road, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

31 ** Contribution to amend bus stop

On or prior to Implementation, confirmation that the necessary measures to secure a contribution for amending the bus stop shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Camden Local Plan policies T1, T2 and T3.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 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, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability,

charges, how to pay and who to contact for more advice.

4 Waste Comments

Following initial investigations, Thames Water has raised concerns over the ability of the existing combined water infrastructure to accommodate the needs of this development proposal. You are advised to discuss issues of water infrastructure with Thames Water Development Planning Department (telephone 0203 577 9998).

5 Water Comments

If you are planning on using mains water for construction purposes, it's important you let Thames Water know before you start using it, to avoid potential fines for improper usage. More information and how to apply can be found online at thameswater.co.uk/buildingwater.

6 Supplementary Comments - Thames Water

We expect surface water to be attenuated to Greenfield run-off rates following London Policy 5.13 and achieve 5l/s/ha.

We require the drainage strategy to specify the point(s) of connection and peak discharge rates into the public sewer system for foul and surface water.

We require demonstration of how the surface water disposal hierarchy has been implemented for the site and why connection to the combined sewer is the preferred option.

7 Construction related impacts - Mitigation

Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.

8 Non-road mobile machinery

Non-road mobile machinery (NRMM) is any mobile machine or vehicle that is not solely intended for carrying passengers or goods on the road. The Emissions requirements are only applicable to NRMM that is powered by diesel, including diesel hybrids. For information on the NRMM Low Emission Zone requirements and to register NRMM, please visit "<http://nrmm.london/>".

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2019.

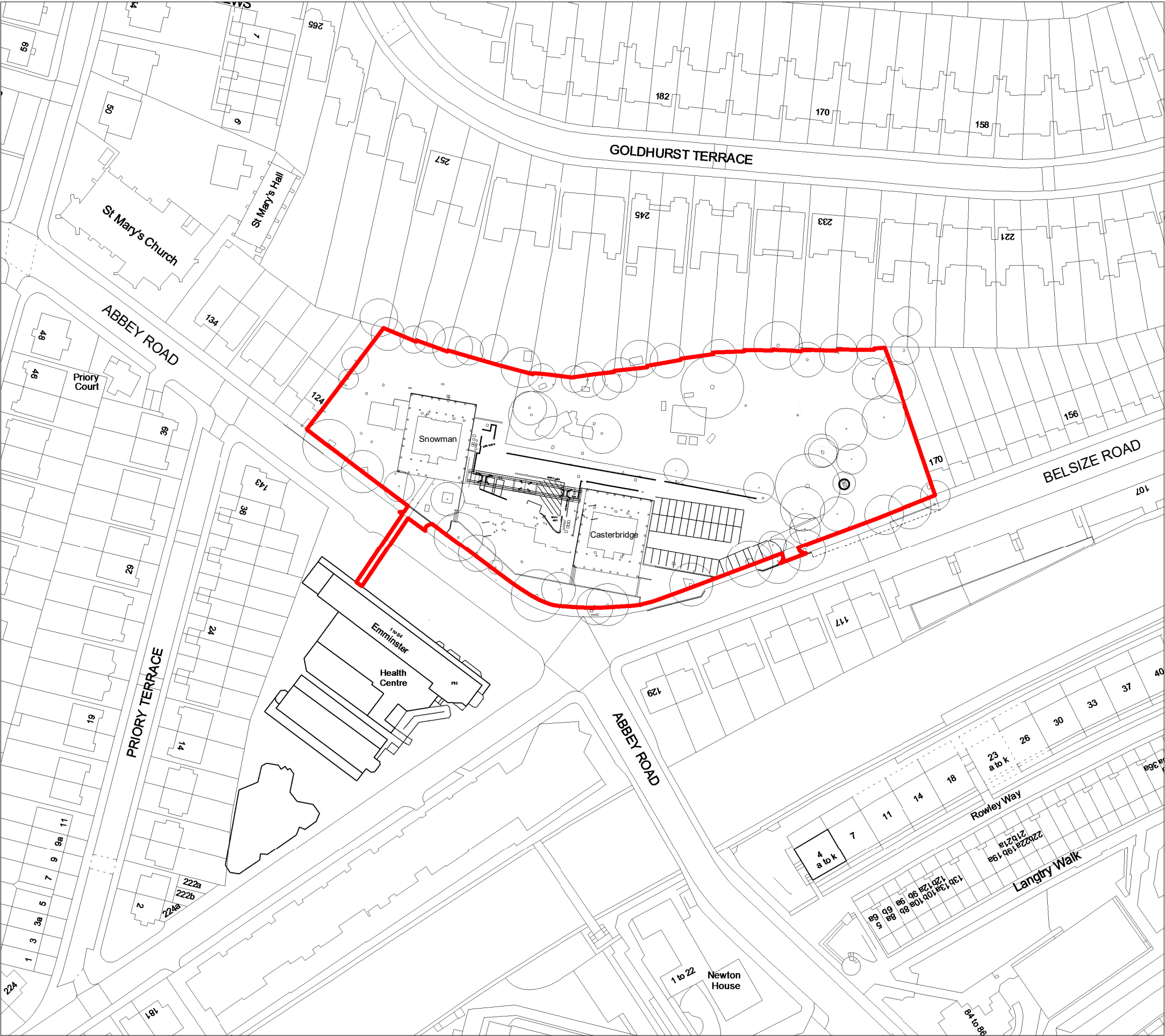
You can find advice about your rights of appeal at:

Yours faithfully

Chief Planning Officer

DRAFT

DECISION



LEGEND
— Site Boundary

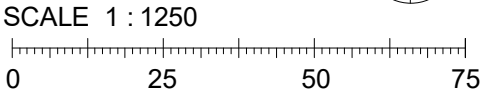
Rev	Description	Date	Dr by	App by
original by	AS	date created	03.09.19	approved by
			GB	

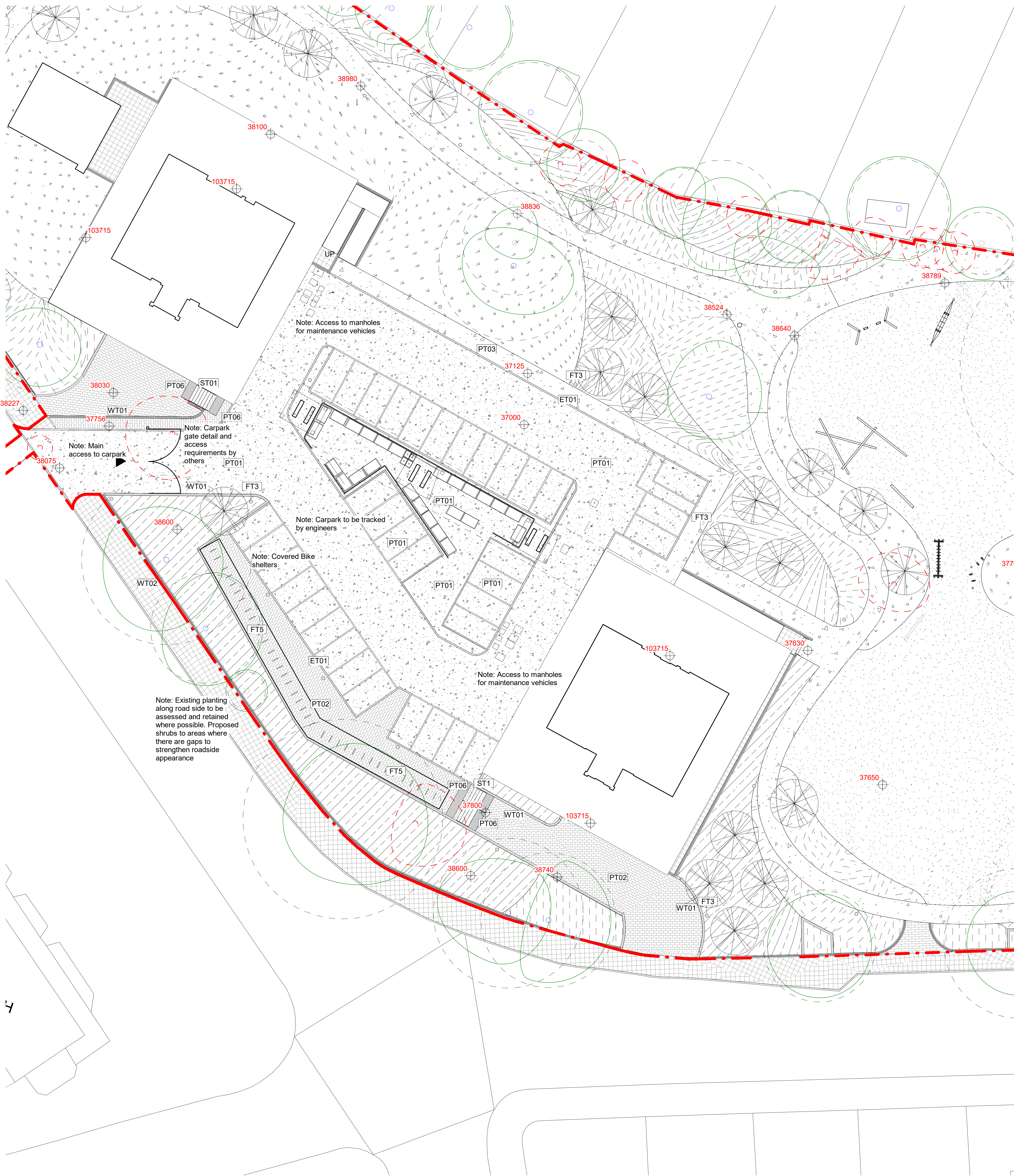
AHR
AHR London Ltd
5-8 Hardwick Street
London
EC1R 4RG
United Kingdom

T +44(0)20 78379789
E london@ahr.co.uk
www.ahr.co.uk

client name	
WATES	
project	
ABBEY AREA PHASE 2	
drawing	
Site Location Plan	
computer file	plot date
C:\Users\adam.shah\Documents\508000-AHR-ZZ-XX-M3-A-0002_Adam Shah	22.05.2020
project number	scale
2019.00508.000	1 : 1250 @A3
drawing number	rev
440300-AHR-ZZ-00-DR-A-0001	issue status
	S0

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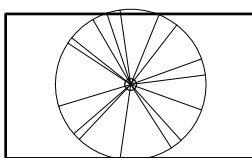




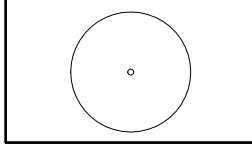
LEGEND

HARD LANDSCAPE

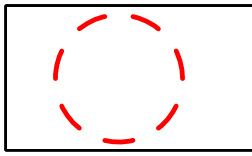
SURFACE TREATMENT



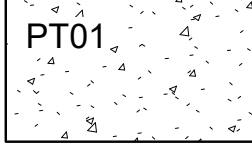
Proposed Tree Planting
Size/Spec: Refer to plant schedule for details
Note: Final location of trees to be determined with services alignment. All trees are to be tagged by landscape architect prior to delivery



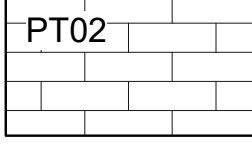
Existing Trees to be Retained
To be protected in accordance with BS 5837:2012 'Trees in relation to Design, Demolition and Construction'
Note: Refer to arboricultural survey & report for details



Existing Trees to be Removed
Trees/vegetation in conflict with proposed development, based on current site layout. Note: Refer to arboricultural survey & reports for details



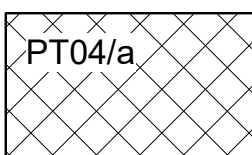
Paving Type 01: Asphalt
To Engineer's Specification



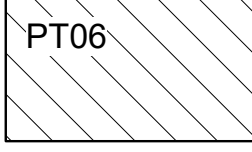
Paving Type 02 - Clay paver
Product: Wienerberger Dutch Clay Paver 'Lotis UWF' or similar
Material: Clay
Dimensions: 200(w) x 50(w) x 70(thickness) mm
Bond: 90° Herringbone
Colour: Grey 'Lotis UWF'



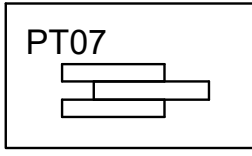
Paving Type 03 - Resin Bound Gravel
Product: Sureset natural aggregate or similar approved
Material: Golden Pearl
Depth: 15mm
Note: No dig construction where path passes through RPAs



Paving Type 04/a - Concrete Block Paving
PT4 - Existing block paving to be retained and replaced where damaged with the same material
PT4a - Proposed slab paving to match existing



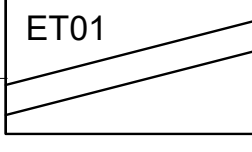
Paving Type 06 - Proposed Tactile Paving
Tactile paving to part M compliant to match adjacent



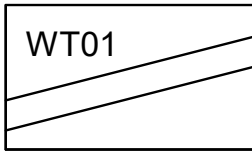
Paving Type 07 - Concrete Sleepers
Product: Marshall's Concrete 'Conservation Paving' or similar
Material: Pre-cast Concrete blended with Granite aggregates
Dimensions: 300(w) x 900(l) x 50(thickness) mm
Finish: Skimmed
Colour: Heather Grey



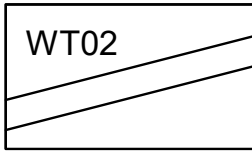
Paving Type 09 - Proposed Ramp
Concrete paving type 4 to surface finish with part M compliant handrails



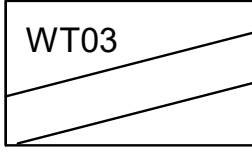
Edge Type 01: Standard Concrete Road Kerb
Product: Concrete Kerb or similar
Size/Colour: 125(w) x 255(h) x 915(l)mm / French Grey
Note: All edging to meet BS EN 1340:2003 requirements



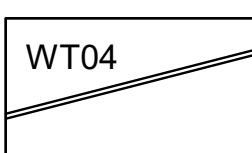
Wall Type 01 - Proposed Brick wall
Proposed double skinned brick wall with brick on edge coping
Product: To match architectural detail
Structure and foundations to engineers detail



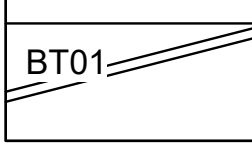
Wall Type 02 - Existing Brick wall retained
Existing brick wall retained and made good where necessary, metal railing removed and made good



Wall Type 03 - Proposed Signage Wall
Proposed double skinned brick wall with brick on edge coping With a panel of precast engraved signage
Structure and foundations to engineers detail



Wall Type 04 - Proposed Sheet Pile Cladding
Proposed sheet piled wall, clad facade to be confirmed



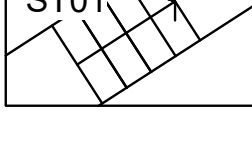
Boundary Type 01 - Proposed Metal Railing
Proposed black painted metal base plated beneath coping to wall railing to park K standards
Height: 600mm + 500mm wall upstand (1100mm total)



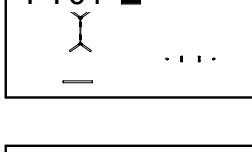
Boundary Type 02 - Existing Metal Railing Retained
Existing metal railing retained and made good where necessary



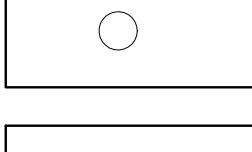
Boundary Type 03: Timber Fencing
Product: Close Board Timber Fence
Supplier: Jacksons or similar approved
Size/Colour: 1800mm (h) / Natural



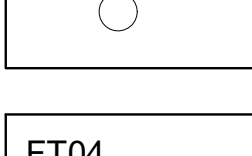
Step Type 01 - Proposed Brick Steps
Proposed steps with brick riser and tread



Furniture Type 01 - Proposed play apparatus
Timber play pieces detail to be confirmed



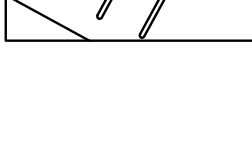
Furniture Type 02 - Proposed Bin
Lockable top
Product to be confirmed
Note separate dog waste bin attached



Furniture Type 03 - Proposed Lighting column
Lighting columns to provide light levels to meet Secure by design standards to be detailed and design by a lighting specialist



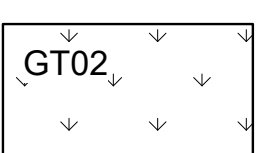
Furniture Type 04 - Proposed Feasting Table
Large timber feasting table with timber benches and access for disabled



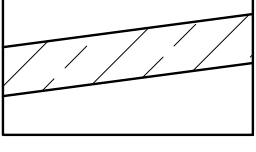
Furniture Type 05 - Cycle stands
Shelter to match architectural detail access requirements to be confirmed



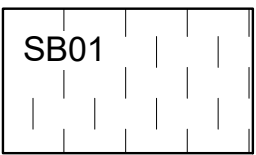
Grass Type 01: Amenity Grass
Product - A4 amenity grass mix
Supplier: Rolawn or Germinol/similar approved
Size/Spec: Refer to plant schedule for details



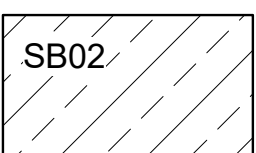
Grass Type 02: Flowering Grassland
GT2 - Mowed on a Grassland regime
Product: WFG2 'Flowering Grassland'
Supplier: Germinol or similar approved
Size/Spec: Refer to plant schedule for details



Proposed Hedge Planting
Product: Field grown plant stock
Size/Spec: Refer to plant schedule for details
Note: All batches of species are to be labelled prior to delivery



Proposed Shrub Planting Type 01
Shrub and herbaceous species chosen to provide a green backdrop to the feature areas of planting (Type 02).
Product: Container grown plant stock
Size/Spec: Refer to plant schedule for details
Note: All batches of species are to be labelled prior to delivery



Proposed Shrub Planting Type 02
Shrub and herbaceous species chosen to have a more ornamental appeal providing feature areas of planting.
Product: Container grown plant stock
Size/Spec: Refer to plant schedule for details
Note: All batches of species are to be labelled prior to delivery

- Notes
- This drawing is the property of fabrik ltd. It must not be copied or reproduced without written consent.
 - Only figured dimensions are to be taken from this drawing. All contractors must visit site and be responsible for taking and checking all dimensions related to the works shown on the drawing.
 - A detailed play strategy will be developed in accordance with residents in line with Condition 14 of 2013/4678/P the Hybrid Planning Consent

No.	Date	Reason	Name
L01	26/05/2020	Issued for Planning	JC
Revisions			

fabrik

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SE1 9DU

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Project

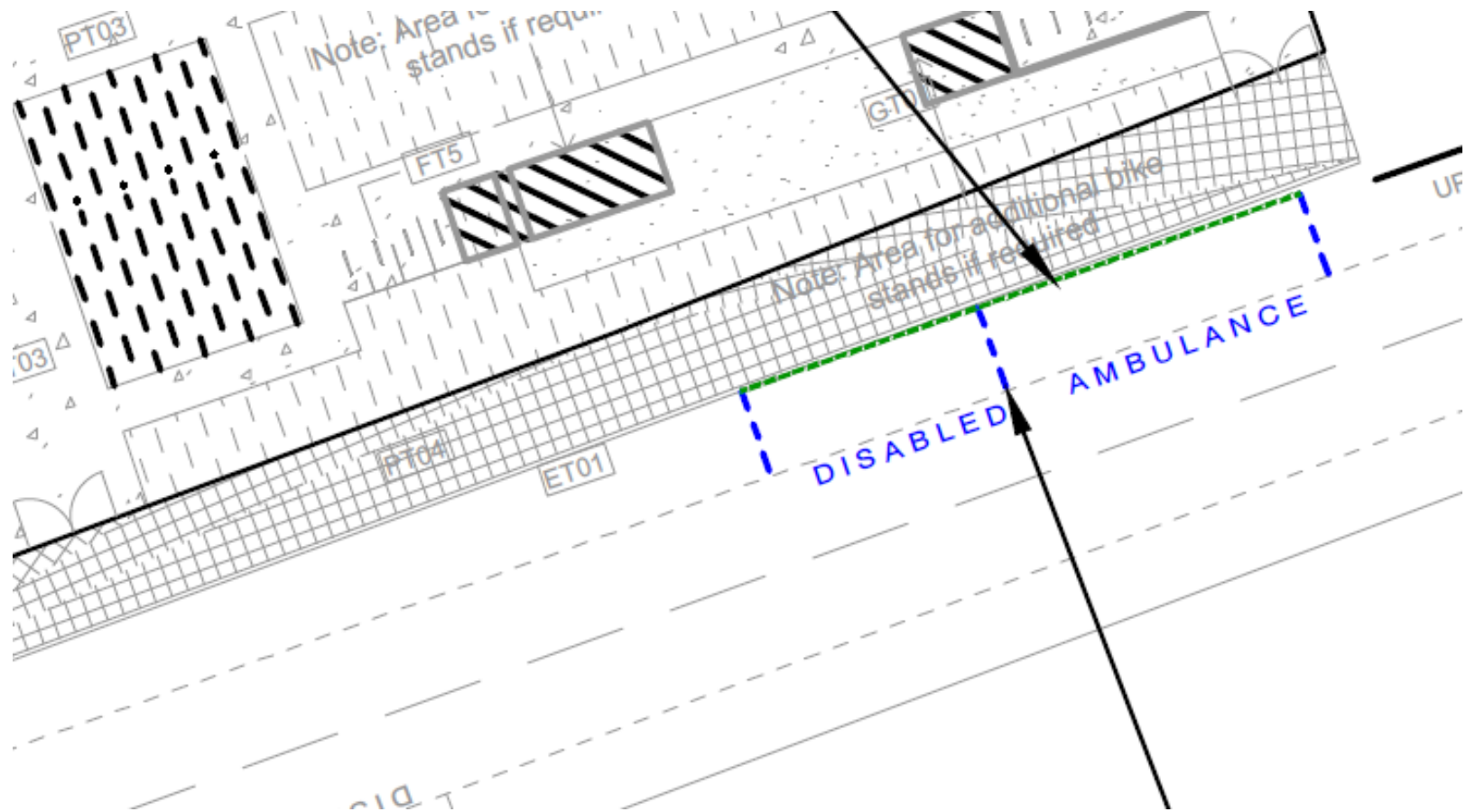
Abbey Area Phase 02 for
WATES

Drawing

Proposed Forecourt Parking Plan

Scale	Date	Approved	Checked	Drawn
As indicated@A1	05/26/20	MB	MB	JC
Project No.	Drawing No.	Revision		
440300	S1-XX-DR-L-9003	L01		

STAGE 03



Plan 3: Showing proposed works under the Belsize Road Traffic Management Order

