

D11



ENVIRONMENT

Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND
Tel 020 7278 4444
Fax 020 7974 1975

Allies & Morrison/GVA Grimley,
(FAO:R.Maxwell/MJP/ANR)
62 Newman Street,
LONDON
W1P 3PG

Application No: PS9904338/R1
Case File:P14/26/C

Date

Dear Sir(s)/Madam

DECISION

7TH APRIL 2000

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
St Pauls Hospital, Endell Street, (including nos.26-30, 32
and 34 Betterton Street), WC2

Date of Application : 24/05/1999

Proposal :

Redevelopment to provide a building of basement, ground
and four upper floors plus plant, for arts based uses
including recording studios, photographic studio, screening
room, offices, members lounge and meeting room, restaurant,
conference, training, information, and storage rooms, public
art gallery with ancillary retail space and residential
accommodation with retention of facades to Shorts Gardens
and Endell Street.

as shown on drawing nos. 201-1, 202-1, 203-1, 204-1, 205-1,
206-1, 207-1, 208-1, 209-1, 210-1, 211-1A, 212-1, 213-1,
214-1, 215-1, 216-1, 217-1, 218-1A.

The Council has considered your application and decided to grant
permission subject to the following conditions:

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Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Additional conditions:

- 1 The details of the new elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 2 Sample panels of the facing brickwork showing the proposed colour, texture, face-bond and pointing, shall be provided on site and approved by the Council before the relevant parts of the works are commenced and sample panels shall be retained on site until the work has been completed.
- 3 The use hereby permitted shall not begin until full details of the scheme for the ventilation and the extraction of fumes from the premises to an adequate outlet level, including details of sound attenuation for any necessary plant have been submitted to and approved by the Council and the development shall not be carried out otherwise than in accordance with any approval given.
- 4 Before the development hereby approved shall begin, details of the soundproofing of the premises as a whole, such that any noise made within the premises shall not be audible within neighbouring premises, shall be submitted to and approved by the Council. Such details shall be implemented in full and retained for the duration of the use.
- 5 Before the development hereby approved shall begin, details of the means by which the site shall be decontaminated shall be submitted to and approved by the Council.
- 6 Before the uses commences, details of the method of storage and waste removal shall be submitted to and approved by the Council and the approved method shall thereafter be maintained. Such details shall include the use of an on site compacter.

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- 7 No pipes or plumbing, other than rainwater pipes, shall be fixed on the external face of the building.
- 8 The restaurant uses hereby approved shall be for the consumption of food and drink on the premises only and shall not operate any take away service.
- 9 The function room and the conference, training, and information rooms shall not function independently of the member's club or the recording studios between 23.00 hrs and 08.00 hrs..
- 10 The internal service area shall be used by vehicles for the servicing of the premises only, and shall not be used for the parking of any vehicles or the dropping of of members or visitors.
- 11 The internal service area shall not be used between 20.00 hrs and 07.00 hrs.. Between these hours the service area gates shall be kept shut.
- 12 The room marked "restaurant" on the first floor on plan PP-104-1A shall have a maximum capacity of 75 covers, and shall only open as such during the hours 11.30 hrs. to midnight Monday to Saturday and 11.30 hrs to 21.00 hrs on Sundays.
- 13 The room marked "members restaurant" on the second floor on plan no. PP-105-1A shall not be used as a restaurant open to members of the public. It shall only be used as an ancillary facility open to club members and guests of such members and shall have a maximum capacity of 85. Meals shall only be served between 11.30 hrs and midnight.
- 14 No development shall take place until the applicant has secured the implementation of a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

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- 15 No construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level, which takes account of the proposed running tunnels of the Cross Rail Project including any ground movements arising from the construction of the Cross Rail tunnels, has been submitted to and approved by the Council.

Reasons for additional conditions:

- 1 To ensure that the Council may be satisfied with the external appearance of the building.
- 2 To ensure that the Council may be satisfied with the external appearance of the building.
- 3 To safeguard the amenities of the adjoining premises and the area generally.
- 4 To ensure that the use can be accommodated without detriment to the amenity of the surrounding premises by reason of noise.
- 5 To prevent contamination within the new development.
- 6 To safeguard the amenities of the adjoining premises and the area generally.
- 7 Because it is considered that these would seriously detract from the appearance of the building.
- 8 To safeguard the amenities of the adjoining premises and the area generally.
- 9 To safeguard the amenities of the adjoining premises and the area generally.
- 10 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.

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- 11 To safeguard the amenities of the adjoining premises and the area generally.
- 12 To safeguard the amenities of the adjoining premises and the area generally.
- 13 To safeguard the amenities of the adjoining premises and the area generally.
- 14 Important archaeological remains may exist on this site . Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development.
- 15 So that the Council and the Cross Rail Project Team may be satisfied that the proposed Crossrail Project is adequately safeguarded.

Informatives (if applicable)

- 1 A method statement detailing the likely pattern of traffic associated with the demolition and construction proposed for this development should be submitted to and approved by the Councils Traffic Management Division before any work on the site is commenced. This will be necessary for the effective working of the neighbour liaison group.
- 2 The Council supports schemes for the recycling of waste. In particular it encourages the recycling of bottles and cans by hotels, restaurants, wine bars and public houses. You are advised to discuss potential recycling measures with the Council's Street Environment Service (Recycling) on 0171 485 1553. (IJ01)
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You are advised to consult the Council's Environment and Consumer Protection Service, (Pollution Team), Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7278 4444), or to seek prior approval under Section 61 if you anticipate any difficulty in carrying out construction other than within normal working hours and by means that would minimise disturbance to adjoining premises.

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- 4 The Council's Streets Management Engineering Group, should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street London WC1H 8EQ, (tel: 020-7278 4444).
- 5 Works of construction and ancillary activity should not take place other than between the hours of 08.00am to 18.00 pm on Monday to Friday and 08.00am to 13.00pm on Saturday, with no working on Sunday or Bank Holidays, in order to comply with locally enforced standards.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (amendment) Act 1939 should be made to Records and Information Service, Environment Department, (Street Naming and Numbering), Camden Town Hall, Argyle Street, London WC1H 8EQ (tel 020 7974 5613)
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 8 The details required pursuant to Condition(s) 01, 02, 03, 04, 05 and 11 should be submitted with the attached approval of details application form together with 5 sets of drawings and any other supporting information.
- 9 The development hereby approved may be subject to the Construction (Design and Management) Regulations 1994 which govern health and safety through all stages of a construction project. The Regulations require clients (ie. those, including developers, who commission construction projects) to appoint a planning supervisor and principal contractor who are competent and adequately resourced to carry out their health and safety responsibilities. Further information is available from the Health and Safety Executive Infoline (tel.0514 545500)
- 10 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Website Address: [Http://www.camden.gov.uk](http://www.camden.gov.uk)
Email Address: env.devcon@camden.gov.uk



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This application was dealt with by Simon Hoets on 020 7974 5525.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

A handwritten signature in black ink, appearing to read "M.W. Gilks". The signature is written in a cursive style and is positioned over the typed name "M.W. Gilks".

Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU

**STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF
PLANNING PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS,
AND OTHER INFORMATION**

1. Appeals to the Secretary of State

If you are unhappy about the Council's decision to refuse planning permission or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Houlton Street, Bristol BS2 9DJ.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

2. Purchase Notices

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been, or would be, permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

3. Compensation

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 108 and related provisions of the Town and Country Planning Act 1990.

4. Further Information

This permission is given subject to the time limit conditions imposed by the Town and Country Planning Act 1990 and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management -

Building Control Section, 6th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ (tel: 0171 278 4444).

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements, etc. applying to, or affecting, either this land or the rights of any persons (including the London Borough of Camden) entitled to the benefit thereof or holding an interest in the property concerned in this development or in any adjoining property.

Applicants are advised to consult Streets Management Engineering Group, 4th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ, regarding any works proposed to above, or under any carriageway, footway or forecourt.

A PLANNING PERMISSION DOES NOT CONSTITUTE A LISTED BUILDING CONSENT OR A CONSERVATION AREA CONSENT

D.V.

YS 9904338/K11

DATED 7th APRIL 2000

B E T W E E N :

THE HOSPITAL GROUP LIMITED (Co Regn No. 03429311)

-and-

THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN

SECTION 106 AGREEMENT

Relating to the redevelopment of
(1) St Paul's Hospital Site (including nos. 26-30,
and 32-34 Betterton Street), London WC2
(2) 188/189 Drury Lane London WC2 5QD
(3) 1-3 Newton Street WC2 5EL
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980.

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 860 4444
Fax: 0171 860 5659

envsec2/AIDEN/106:Pauls2

THIS AGREEMENT is made the 7TH day of APRIL 2000
BETWEEN

- (1) HOSPITAL GROUP LIMITED (Co. Regn. No. 03429311) whose registered office is situate at 165 Queen Victoria Street, London, EC4V 4DD ("the Owner")
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP ("the Council")

WHEREAS;

- (A) The Owner is registered as the Proprietor with Title Absolute at HM Land Registry under Title Numbers NGL 651432 and 66180 in respect of the First Property, under Title Number 373 878 in respect of the Second Property and under Title Number NGL 773011 in respect of the Third Property and the Community Resource Space.
- (B) The Application was submitted by the Owner to the Council on 24th May 1999 and has been allocated application number PS9904338/R1.
- (C) The Conservation Area application was submitted by the Owner to the Council on 9th April 1999 and given reference number CS9904339.
- (D) The Council is the local planning authority for the purposes of the Act and for the area within which the First Property the Second Property the Third Property and the Community Resource Space are situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act and is also the Highway Authority under the Highways Act 1980 for such area.
- (E) The Council consider it expedient in the interests of the proper planning of its area that the development of the First Property, the Second Property and the Third Property should be restricted or regulated in accordance with this Agreement.
- (F) For that purpose the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980
- (G) The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission and conservation area consent of even date herewith and subject to the covenants undertakings and restrictions herein contained.
- (H) The Council is satisfied that the works to be undertaken pursuant to this Agreement are of benefit to the public,

1. **DEFINITIONS AND OPERATIVE PROVISIONS**

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

1.2. **the "Act"** the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

1.3. **"Affordable Housing"** low cost and subsidised housing (provided by the Council or Registered Social Landlord) available for rent to people who cannot afford to occupy houses generally in the open market as defined in current relevant Central Government Guidance including DETR Circular 6/98 entitled "Planning and Affordable Housing"

1.4. **"Agreement"** this deed;

1.5. **"Application"** the planning application (in a revised form) for the development of the First Property submitted by the Owner on 24th May 1999, and given reference number PS9904338/R1

1.6. **"Community Resource Space"** The area within 1-3 Newton Street, London WC2B 5EL as the same is shown coloured red for identification on Plan 01 attached hereto to be constructed fitted out and made available for use as a community facility in accordance with the requirements of this Agreement

1.7. **"Community Resource Space Management Code"** a code for the management and operation of the Community Resource Space so as to make it available at the Owner's expense for ongoing use and occupation as a community facility for the benefit of the local area

1.8. **"Code of Considerate Management"** A code governing the operation and management of the Development so as to minimise disruption damage to

amenity and environmental effect arising from the Development giving effect to the principles set out in the First Schedule hereof

1.9. "Community Education Plan"

A plan providing for payment and application of the sum of £500,000 (five hundred thousand pounds) so as to ensure community education and training programmes associated with the Development are made available to people in the local community in accordance with the principles set out in the Third Schedule hereof

1.10. "Consents"

all licences, consents, permissions and approvals necessary for the lawful construction fitting out and use of the Second Property or as the case may be the Third Property or the Community Resource Space) in accordance with the requirements of this Agreement

1.11. "Conservation Area Consent Application"

the application for conservation area consent for works of demolition at the First Property submitted by the Owner on 9th April 1999, and given reference number CS9904339

1.12. "Conservation Area Consent"

the conservation area consent to be granted for works of demolition at the First Property pursuant to the Conservation Area Consent Application substantially in the form of the draft annexed herewith

1.13. "Construction Phase"

the whole period between

(i) the date when any works preparatory to the implementation of the Development are carried out in or around the First Property

and

(ii) the date when all works connected to the carrying out of the Development are completed on or around the First Property

1.14. **"Construction Community Working Group"**

a working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to liaise, discuss, advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development and the management of the Construction Phase (including inter alia the programme for construction works, site conditions, site erection of hoardings, time of operations, noisy activities, time of deliveries, likely traffic problems, temporary road and footway closures and consideration of complaints from the residential and business community) so as to minimise disruption and the environmental effect on the local community arising from the Construction Phase

1.15. **"The Development"**

redevelopment to provide a building of basement, ground and four upper floors plus plant, for arts based uses including recording studios, photographic studio, screening room, offices, members lounge and meeting room, restaurant, conference, training, information, and storage rooms, public art gallery with ancillary retail space and residential accommodation with retention of facades to Shorts Gardens and Endell Street.

as shown on drawing nos. 201-1, 202-1, 203-1, 204-1, 205-1, 206-1, 207-1, 208-1, 209-1, 210-1, 211-1A, 212-1, 213-1, 214-1, 215-1, 216-1, 217-1, 218-1A

1.16. **"First Property"**

St Paul's Hospital Site, Endell Street (including nos. 26-30, 32 and 34 Betterton Street, London WC2 as the same is shown coloured mauve (for identification purposes only) on Plan 02 attached hereto

- 1.17. **" Glazing Works"** works to install glazing to the exterior windows of all street elevations in properties listed in the Eighth Schedule in accordance with the provisions of this Agreement
- 1.18. **"Green Travel Plan"** a plan of work place and other measures to be adopted by the Owner in the management of the Development with the intention of promoting the use of environmentally friendly forms of transport by reducing commuter and work related trips and promoting greener methods of servicing for the Development
- 1.19. **"Highways Contribution"** the sum of £160,000 (one hundred and sixty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the First Property these to include replacement parking bays (including the provision of no less than six residents temporary parking spaces in substitution for six pay and display spaces in the vicinity of the Development and the funding of measures designed to facilitate collection/drop off of taxi passengers and (if appropriate) provision of a pedestrian crossing
- 1.20. **"Implementation"** the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act (and the date of such Implementation shall be referred to as the "Implementation Date")
- 1.21. **"Local Employment Plan"** a plan establishing a programme of training and employment opportunities to be provided to residents of the London Borough of Camden by the Owner at the Development

- 1.22. **"Method Statement"** a statement prepared by an appropriately qualified professional person giving effect to the requirements of the Council's Considerate Contractor Manual and any other reasonable requirements of the Council setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effect arising out of the Construction Phase including procedures for notifying local residents and business occupiers in advance of major operations delivery schedules and amendments to normal traffic arrangements and steps to be taken to minimise disruption
- 1.23. **"Occupation Date"** the earliest date when any part of the Development is occupied for any purpose or opened for business excluding occupation for construction purposes
- 1.24. **"the Planning Permission"** the planning permission granted for the Development pursuant to the Application substantially in the form of the draft annexed herewith
- 1.25. **"Public Subsidy"** means financial assistance from the public purse to assist in the construction of Affordable Housing
- 1.26. **"Project Community Working Group"** a community working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to discuss advise and where appropriate make recommendations to the Owner on all aspects of operation and management of the Development having particular regard to the version of the Code of Considerate Management approved by the Council to consider with interested parties any complaints from the residential and business communities and to create projects for community involvement in the Development with the Owner

1.27. **"Waste Minimisation
Refuse and Recycling
Plan"**

a plan of work place and other measures to be adopted by the Owner to secure a culture of waste minimisation and reduction in the management of the Development with the intention of ensuring that all aspects of the operation of the Development are managed in as environmentally friendly way as possible

1.28. **"Registered Social
Landlord"**

a registered social landlord registered as such by the Housing Corporation

1.29. **"Second Property"**

188/189 Drury Lane, London WC2B 5QD the same is shown coloured turquoise (for identification purposes only) on Plan 02 attached hereto

1.30. **"Servicing Plan"**

a plan setting out the procedures to be followed in the management of deliveries removal of waste and servicing of the First Property with a view to minimising impact on amenity

1.31. **"Third Property"**

1-3 Newton Street, London WC2B 5EL as the same is shown coloured green (for identification purposes only) on Plan 02 attached hereto

2. **NOW THIS DEED WITNESSETH as follows;**

2.1. This Agreement is entered into by the Owner in relation to the First Property, the Second Property, the Third Property including the Community Resource Space to the extent that its provisions constitute planning obligations under Section 106 of the Act and such obligations herein shall be enforceable by the Council and to the extent that its provisions are not planning obligations they shall be enforceable under Section 278 of the Highways Act 1980 or any other relevant powers of the Council.

2.2. It is hereby agreed between the parties that save for the provisions of clauses 1 2 4 and 5 (in their entirety) and sub clauses 3.1,3.2,3.3,3.4,3.6,3.7,3.9, 3.10 and 3.11 below all of which clauses and sub clauses shall come into effect on the date hereof any covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

2.3. The expressions "the Owner" and "the Council" shall include their successors in title and their assigns.

2.4. If the Planning Permission is quashed or revoked or lapses without Implementation this Agreement shall cease to have effect with respect to that permission and all entries relating to it on the Register of Local Land Charges shall be deleted (at the Owner's expense) should the Owner so request the Council in writing.

3. **THE OWNER'S COVENANTS**

The Owner covenants with the Council:-

3.1. THE AFFORDABLE HOUSING

3.1.1. To procure the transfer of the Second Property and Third Property to a Registered Social Landlord

3.1.2. To obtain all relevant Consents.

3.1.3. At its own expense (and in the event of such works being carried out by a Registered Social Landlord subject to obtaining Public Subsidy ALWAYS PROVIDED that such Registered Social Landlord has used all reasonable endeavours to obtain Public Subsidy) to commence all works of construction, conversion and fitting out at the Second Property and the Third Property reasonably necessary to make them suitable for occupation as Affordable Housing in accordance with a specification agreed in writing by the Council and a Registered Social Landlord and thereafter to proceed diligently with and complete such works in a good and workmanlike manner

3.1.4. To provide the Council with notice in writing of the completion of the works referred to in Sub Clause 3.1.3 hereof within seven days of such works being completed

3.1.5. To give the Council upon the giving of reasonable notice the right at any time to inspect the Second and Third Property for the purposes of monitoring compliance with this Agreement.

3.1.6. To ensure that the Second Property and the Third Property are both used permanently solely and exclusively for the provision of Affordable Housing and to permit no other use to be carried out at either the Second Property or the Third Property .

3.1.7. Not to occupy or permit occupation of any part of the Development until such time as the Council has served a notice on the Owner to the effect that in the reasonable opinion of the Council the Owner has fully complied with

the provisions of Sub Clauses 3.1.1 and 3.1.3 above ALWAYS PROVIDED THAT the Council may by written notice given in accordance with the provisions of this Agreement vary the requirements of this sub-clause to permit occupation of the Development prior to full compliance with Sub-Clauses 3.1.1 and 3.1.3 and in considering whether to allow such variation the Council will have regard to evidence demonstrating the timescale within which full compliance with such sub clauses will take place.

3.2. PAYMENT FOR THE HIGHWAY WORKS

On or prior to the Implementation Date to pay the Council the Highways Contribution.

3.3. MANAGEMENT OF THE CONSTRUCTION PHASE

3.3.1. Within three months of the date of this Agreement to submit a draft of the Method Statement to the Council for approval.

3.3.2. From the date of execution of this Agreement (unless otherwise agreed in writing with the Council) and at its own expense :

(a) to establish the Construction Community Working Group

(b) To invite the following to become members of such Working Group;

- one representative from the residents associations of each of Dudley Court and Betterton House.
- a representative from the Covent Garden Community Association
- two representatives of the Council's Environment Department (including one environmental health officer)
- two representatives from local businesses
- the community officer from the police force local to the Development
- elected members of the Council for the area in which the First Property, the Second Property and the Third Property are situated
- any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council

(c)
(i) to procure that its project manager for the Development and a representative from the Owner's contractor (and any other appropriate professional representatives of the Owner that the parties agree) shall be a member of the Construction Community Consultation Group and shall attend all meetings of the group.

(ii) to appoint a person ("the First Liaison Officer") responsible for liaising with the Council resident's groups local people and businesses and other interested parties about the operation of the Construction Community Working Group and the management of the Construction Phase such person to organise and attend all meetings of the Construction Community Working Group

(d) To give a minimum of seven days written notice of each meeting of the Construction Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Construction Community Working Group

(e) to ensure that meetings of the Construction Community Working Group shall take place at least once every month (prior to the start of the Construction Phase) and at least every 2 weeks during the Construction Phase

ALWAYS PROVIDED that any member of the Construction Community Working Group shall be entitled by giving written notice of not less than 7 days to the First Liaison Officer to convene a meeting of the Construction Community Working Group (except in an emergency in which case such notice can specify a shorter period) and a meeting of the working group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the working group decide to meet less frequently than is provided above during the Construction Phase meetings of the working group shall be convened at such intervals as the working group decides

(f) To ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner all members of the group within seven days of each meeting)

(g) in the event of the majority of members of the Construction Community Working Group (having

particular regard to the version of the Method Statement approved by the Council and the Council's Considerate Contractor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) to use all reasonable endeavours to give effect to implementing any recommendation ALWAYS PROVIDED that the Owner shall not be required to adopt any recommendation which it can demonstrate to the Council as being unreasonable having regard to normal construction practice and in the event of the recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.

(h) to provide at its own expense throughout the Construction Phase a 24 hour telephone complaints service that shall be available to local residents this to be staffed by a representative of the Owner having control over the Construction Phase and the Owner shall expeditiously take any action reasonably necessary to deal with such complaints (and shall give each meeting of the Construction Community Working Group written information about any such complaints received and action taken in respect of them).

3.3.3. To ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in strict accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.4. THE CODE OF CONSIDERATE MANAGEMENT

3.4.1. Within three months of the date of this Agreement to submit a draft of the Code of Considerate Management to the Council for approval and in drawing up the Code of Considerate Management the Owner shall ensure that it incorporates elements addressing the requirements of the First Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Code of Considerate Management.

3.4.2. After the Occupation Date to manage the Development in strict accordance with the terms of the version of the Code of Considerate Management approved by the Council in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the Development and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.5. THE PROJECT COMMUNITY WORKING GROUP.

Prior to the Occupation Date (unless otherwise agreed in writing with the Council) and at its own expense :

(a) to establish the Project Community Working Group.

(b) to invite the following to be members of the Project Community Working Group

- one representative from the residents associations of each of Dudley Court and Betterton House
- a representative from the Covent Garden Community Association
- two representatives of the Council's Environment Department (including one environmental health officer)
- two representatives from local businesses
- elected members of the Council for the area in which the First Property, the Second Property and the Third Property are situated
- the community officer from the police force local to the Development
- any other person or persons having a direct interest in the management or the operation of the Development reasonably nominated by the Council

(c) to appoint a person ("the Second Liaison Officer") responsible for liaising with the Council resident's groups local people and businesses and other interested parties about the operation of the Project Community Working Group and the management of the Development such person to organise and attend all meetings of the Project Community Working Group

- (d) To give a minimum of seven days written notice of each meeting of the Project Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Project Community Working Group
- (e) to ensure that after occupation of the Development meetings of the Project Community Working Group shall take place at least once every two months (or at such other intervals as such working group shall decide) ALWAYS PROVIDED that any member of the Project Community Working Group shall in an emergency be entitled by giving written notice of not less than seven days to the Second Liaison Officer to convene a meeting of the Project Community Working Group and a meeting of the working group so convened shall consider matters specified in the notice as requiring discussion.
- (f) To ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner all members of the group within seven days of each meeting)
- (g) in the event of the majority of members of the Project Community Working Group (having particular regard to the version of the Code of Considerate Management approved by the Council) voting in favour of making a recommendation to the Owner in respect of the management of the Development (each member of the group having one vote on any motion proposed) to give consideration to implementing any recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.

3.6. THE COMMUNITY RESOURCE SPACE

- 3.6.1. To use all reasonable endeavours to obtain all relevant Consents for the Community Resource Space.
- 3.6.2. At its own expense to commence all works of construction, conversion and fitting out of the Community Resource Space reasonably necessary to make it suitable for use and occupation as a facility available for the benefit of the local community in accordance with a specification approved by the Council and thereafter to diligently proceed with and complete such works in good and workmanlike manner .

3.6.3. To provide the Council with notice in writing of the completion of the works referred to in Sub Clause 3.6.2 hereof

3.6.4. To give the Council upon the giving of reasonable notice the right at any time to inspect the Community Resource Space for the purposes of monitoring compliance with this Agreement.

3.6.5. Not to occupy or permit occupation of any part of the Development until such time as the Council has served a notice on the Owner to the effect that in the reasonable opinion of the Council the Owner has fully complied with the provisions of Sub Clause 3.6.2 above.

3.6.6. Within three months of the date of this Agreement the Owner shall submit a draft of the Community Resource Space Management Code to the Council this to give effect to the principles in the Second Schedule.

3.6.7. The Owner shall ensure that the Community Resource Space shall be operated and managed to the Council's reasonable satisfaction in strict accordance with the version of the Community Resource Space Management Code approved by the Council and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.7. THE COMMUNITY EDUCATION PLAN

3.7.1. Prior to the Implementation Date to submit a draft Community Education Plan to the Council for approval and in drawing up the Community Education Plan the Owner shall ensure that it incorporates elements addressing the requirements and reflecting the contents of the Third Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Community Education Plan.

3.7.2. After the Occupation Date (or earlier in the event of earlier approval by the Council) to strictly comply with the terms of the version of the Community Education Plan approved by the Council and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.8. THE GREEN TRAVEL PLAN

3.8.1. Prior to the Implementation Date to submit a draft of the Green Travel Plan to the Council for approval and in drawing up the Green Travel Plan the Owner shall ensure that it incorporates elements addressing the requirements

and reflecting the contents of the Fourth Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Green Travel Plan.

3.8.2. After the Occupation Date to manage the Development in strict accordance with the terms of the version of the Green Travel Plan approved by the Council and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.9. THE LOCAL EMPLOYMENT PLAN

3.9.1. Prior to the Implementation Date to submit a draft of the Local Employment Plan to the Council for approval and in drawing up the Local Employment Plan the Owner shall ensure that it incorporates elements addressing the requirements and reflecting the content of the Fifth Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Local Employment Plan.

3.9.2. After the Occupation Date the Owner shall strictly comply with the terms of the version of the Local Employment Plan approved by the Council in the management of the Development and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.10. THE WASTE MINIMISATION REFUSE AND RECYCLING PLAN

3.10.1. Prior to the Implementation Date to submit a draft of the Waste Minimisation Refuse and Recycling Plan to the Council for approval and in drawing up such plan the Owner shall ensure that it incorporates elements addressing the requirements and reflecting the contents of the Sixth Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Waste Minimisation Refuse and Recycling Plan.

3.10.2. After the Occupation Date to manage the Development in strict accordance with the terms of the version of the Waste Minimisation Refuse and Recycling Plan approved by the Council and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.11. GLAZING WORKS

3.11.1. To comply with the requirements of the Eighth Schedule in respect of the Glazing Works

3.12. THE SERVICING PLAN

3.12.1. Prior to the Implementation Date to submit a draft of the Servicing Plan to the Council for approval and in drawing up the Servicing Plan the Owner shall ensure that it incorporates elements addressing the requirements and reflecting the contents of the Seventh Schedule hereto and the Owner shall not occupy or permit occupation of any part of the Development until the Council has approved the Servicing Plan .

3.12.2. After the Occupation Date to manage the Development in strict accordance with the terms of the version of the Servicing Plan approved by the Council and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

3.13. USE OF SPECIFIC PARTS OF THE DEVELOPMENT

3.13.1. Unless otherwise agreed in writing with the Council to ensure that those areas/parts of the Development identified on Plan No 3 annexed hereto are used solely for the use and purposes identified on such plan and for no other purpose whatsoever. ALWAYS PROVIDED THAT the Council upon application by written notice vary the requirements of this sub-clause.

3.13.2. Unless otherwise agreed to ensure that members of the public are allowed free and unrestricted access during the hours of 10.00 and 18.00 to the area marked "Gallery/Retail" on Plan no 3 annexed hereto.

4. NOTICE TO THE COUNCIL/OTHER MATTERS

4.1. The Owner shall give written notice to the Council on or prior to the commencement of the Construction Phase specifying that the Construction Phase has commenced or is about to commence.

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

- 4.3. The Owner shall give written notice to the Council on or prior to the date of the Occupation Date specifying that occupation of the Development has taken or is about to take place.
- 4.4. The Owner shall give written notice to the Council on or prior to the date of occupation of any part of the Second Property specifying that occupation of the Second Property has taken or is about to take place.
- 4.5. The Owner shall give written notice to the Council on or prior to the date of occupation of any part of the Third Property specifying that occupation of the Third Property has taken or is about to take place.
- 4.6. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it 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.
5. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that :-
 - 5.1. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Sites and Projects Team, Planning Division, Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and any notice or approval of the Council shall be signed by a representative of the Council's Environment Department.
 - 5.2. Payment of any money under this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the relevant relates such letter and identifying which portion of the amount relates such to any sum calculated to take account of inflation in accordance with the terms of this Agreement to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ.

- 5.3. This Agreement shall be registered as a Local Land Charge.
- 5.4. 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.
- 5.5. The Owner hereby covenants with the Council that it will within 28 days from the date lodge its Land or Charge Certificates in relation to the First Property and Second Property and Third Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the First Property and Second Property and Third Property.
- 5.6. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.7. Any sums referred to in this Agreement as payable or to be applied by the Owner 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.
- 5.8. 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.
- 5.9. The Council covenants with the Owner that:
- if so requested by the Owner it shall use reasonable endeavours to account for all expenditure of all sums received under this Agreement at the end of the financial year of such expenditure
 - any sums which are not expended at the end of a period five years after receipt of such monies by the Council shall be repaid by the Council to the Owner (if the Owner so requests)

-the Council shall use all reasonable endeavours to apply the sums received under the Eighth Schedule of this Agreement in respect of the Group A properties to the provision of Secondary Glazing to the Group A properties as defined in that Schedule

- 5.10. Each party shall act in good faith and shall co-operate with the other 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 First 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.
- 5.11. 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.
- 5.12. Insofar as different parts of the First Property are owned or become owned by different persons and therefore the term "the Owner" consequently comprises more than one person the Owner covenants with the Council on behalf of any successors in title that each such person who owns an interest in the First Property shall co-operate insofar as they are able with all other persons holding an interest in the First Property and shall do anything reasonably necessary so as to ensure that the covenants herein expressed to be made on behalf of "the Owner" are fulfilled as expeditiously as possible.
- 5.13. Where by this Agreement any action approval consent direction authority or agreement is required to be taken, given or reached by any party hereto any such action, approval consent direction authority or agreement shall not be unreasonable or unreasonably withheld or delayed.
- 5.14. The Owner shall not be held liable for any breaches of this Agreement :
- (i) in respect of the First Property if it has parted with all ownership in any part of the First Property (other than in respect of breaches which subsist at the time of such transfer of ownership)

(ii) in respect of the Second Property if (a) it has parted with all ownership in any part of the Second Property and (b) the Council has served a notice in accordance with the provisions of Sub-Clause 3.1.7 to the effect that in the reasonable opinion of the Council the Owner has fully complied with the provisions of Sub Clauses 3.1.1 and 3.1.3 above in respect of the Second Property.

(iii) in respect of the Third Property (with the exception of that part of the Third Property consisting of the Community Resource Space) if (a) it has parted with all ownership in any part of the Third Property and (b) the Council has served a notice in accordance with the provisions of Sub-Clause 3.1.7 to the effect that in the reasonable opinion of the Council the Owner has fully complied with the provisions of Sub Clauses 3.1.1 and 3.1.3 above in respect of the Third Property.

5.15. The Council hereby covenants with the Owner that it will (i) issue the Planning Permission within 7 days of the date of this Deed and (ii) only apply any sums paid to the Council under the provisions of Schedule this Agreement in accordance with the provisions of the relevant clause or paragraph of any Schedule of the Agreement.

5.16. Subject to the provisions of paragraph (i) - (iii) below the restrictions contained in sub-clause 3.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Second or Third Property ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or if the Registered Proprietor (being an individual) becomes bankrupt or defaults on any other terms of the mortgage or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Second Property or Third Property (whether solely or together with other property) for a period of three months then any mortgagee or chargee of the Second Property or Third Property or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.

- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of three calendar months thereafter to seek to identify another Registered Social Landlord to formally agree to take a transfer of the Second Property or Third Property at the open market value thereof (such open market value being on the basis that this Agreement does not exist) and thereafter comply with the requirements of Sub Clause 3.1

- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Second Property or Third Property within the three calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Second Property or Third Property otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Second Property or Third Property and shall cease to bind the Second Property or Third Property ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Second Property or Third Property after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 3.1 hereof.

5.17. Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Second Property or Third Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Sub Clause 3.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale to such tenant shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

**Development Control
Planning Services**
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND
Tel 020 7278 4444
Fax 020 7974 1975

DRAFT

Allies & Morrison/GVA Grimley,
F.A.O. R.Maxwell/MJP/ANR,
c/o 62 Newman Street,
London
W1P 3PG

Application No: CS9904339/
Case File:P14/26/C

Date

Dear Sir(s)/Madam

DECISION

Planning (Listed Buildings and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations
1990

GRANT CONSERVATION AREA CONSENT - Subject to Conditions

Address : St Pauls Hospital, Endell Street, (including nos.26-30,
32
and 34 Betterton Street), WC2

Date of Application : 09/04/1999

Proposal :

Demolition of nos.26-30, 32 and 34 Betterton Street, in
association with the redevelopment to provide a building of
basement, ground and four upper floors plus plant, for arts
based uses.
as shown on drawing nos. 201-1, 202-1, 203-1.

The Council has considered your application and decided to grant
permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the
expiration of five years from the date on which this consent is
granted.

Standard Reason:

In order to comply with the provisions of Section 18 of the
Planning (Listed Buildings and Conservation Areas) Act 1990

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Additional conditions:

- 1 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.
- 2 The demolition hereby permitted shall not be undertaken until a method statement detailing the means of ensuring the stability of the retained facades on Endell Street and Shorts Gardens has been submitted to and agreed by the Council.
- 3 Before any part of the building is demolished, decontamination works shall be carried out and completed in accordance with a method statement to be submitted to and agreed by the Council.

Reasons for additional conditions:

- 1 To protect the visual amenity of the area.
- 2 In order to safeguard the special architectural and historic interest of the building.
- 3 To prevent contamination within the new development.

This application was dealt with by Simon Hoets on 020 7974 5525.

Yours faithfully


Environment Department
(Duly authorised by the Council to sign this document)
Decca/CADE

DRAFT

STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF PLANNING PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS, AND OTHER INFORMATION

1. Appeals to the Secretary of State

If you are unhappy about the Council's decision to refuse planning permission or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Houlton Street, Bristol BS2 9DJ.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

2. Purchase Notices

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been, or would be, permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

3. Compensation

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 108 and related provisions of the Town and Country Planning Act 1990.

4. Further Information

This permission is given subject to the time limit conditions imposed by the Town and Country Planning Act 1990 and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management -

Building Control Section, 6th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ (tel: 0171 278 4444).

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements, etc. applying to, or affecting, either this land or the rights of any persons (including the London Borough of Camden) entitled to the benefit thereof or holding an interest in the property concerned in this development or in any adjoining property.

Applicants are advised to consult Streets Management Engineering Group, 4th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ, regarding any works proposed to above, or under any carriageway, footway or forecourt.

A PLANNING PERMISSION DOES NOT CONSTITUTE A LISTED BUILDING CONSENT OR A CONSERVATION AREA CONSENT

DRAFT

Allies & Morrison/GVA Grimley,
(FAO:R.Maxwell/MJP/ANR)
62 Newman Street,
LONDON
W1P 3PG

Application No: PS9904338/R1
Case File:P14/26/C

Date

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
St Pauls Hospital, Endell Street, (including nos.26-30, 32
and 34 Betterton Street), WC2

Date of Application : 24/05/1999

Proposal :

Redevelopment to provide a building of basement, ground
and four upper floors plus plant, for arts based uses
including recording studios, photographic studio, screening
room, offices, members lounge and meeting room, restaurant,
conference, training, information, and storage rooms, public
art gallery with ancillary retail space and residential
accommodation with retention of facades to Shorts Gardens
and Endell Street.

as shown on drawing nos. 201-1, 202-1, 203-1, 204-1, 205-1,
206-1, 207-1, 208-1, 209-1, 210-1, 211-1A, 212-1, 213-1,
214-1, 215-1, 216-1, 217-1, 218-1A.

The Council has considered your application and decided to grant
permission subject to the following conditions:

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Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

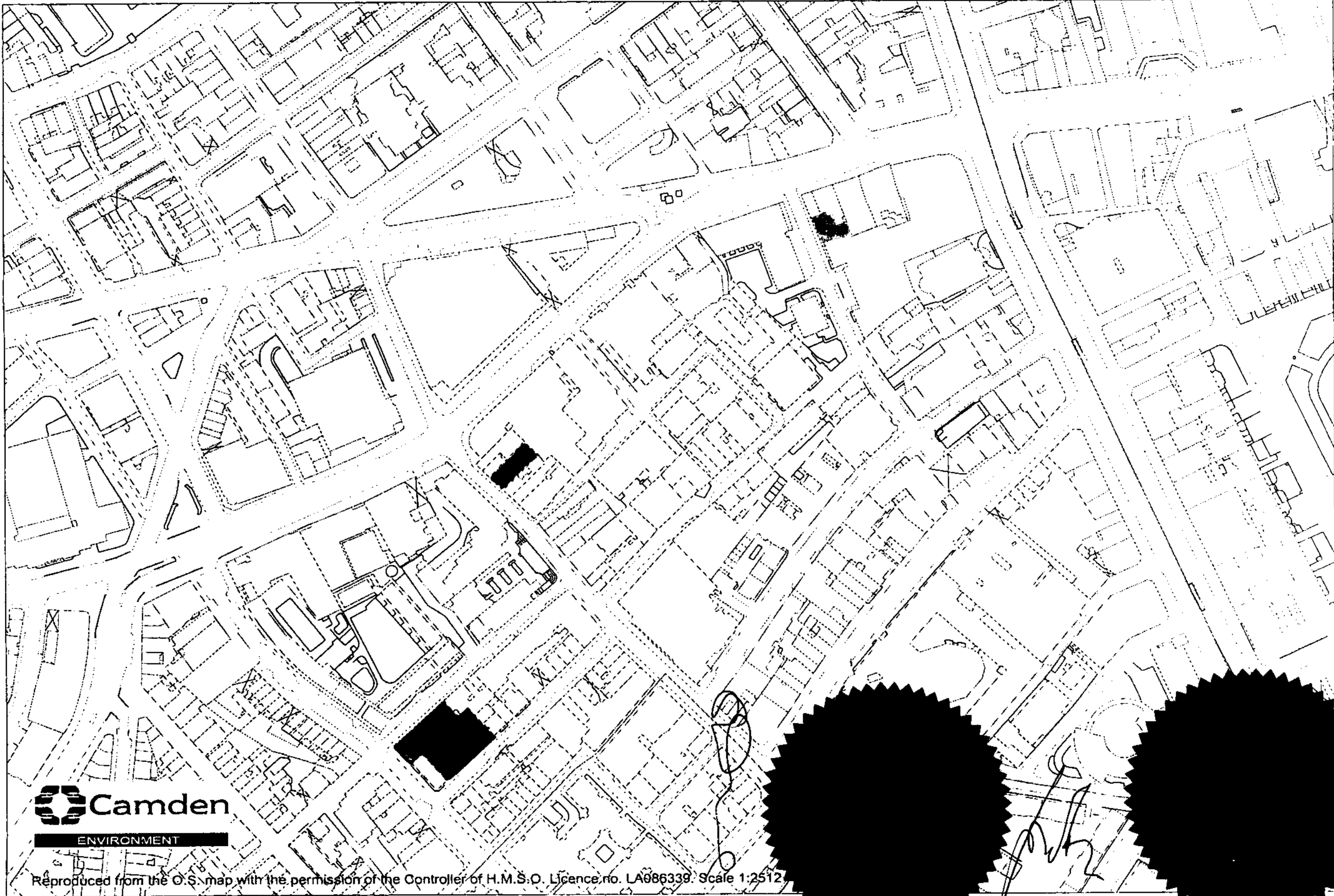
In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Additional conditions:

- 1 The details of the new elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 2 Sample panels of the facing brickwork showing the proposed colour, texture, face-bond and pointing, shall be provided on site and approved by the Council before the relevant parts of the works are commenced and sample panels shall be retained on site until the work has been completed.
- 3 The use hereby permitted shall not begin until full details of the scheme for the ventilation and the extraction of fumes from the premises to an adequate outlet level, including details of sound attenuation for any necessary plant have been submitted to and approved by the Council and the development shall not be carried out otherwise than in accordance with any approval given.
- 4 Before the development hereby approved shall begin, details of the soundproofing of the premises as a whole, such that any noise made within the premises shall not be audible within neighbouring premises, shall be submitted to and approved by the Council. Such details shall be implemented in full and retained for the duration of the use.
- 5 Before the development hereby approved shall begin, details of the means by which the site shall be decontaminated shall be submitted to and approved by the Council.
- 6 Before the uses commences, details of the method of storage and waste removal shall be submitted to and approved by the Council and the approved method shall thereafter be maintained. Such details shall include the use of an on site compacter.

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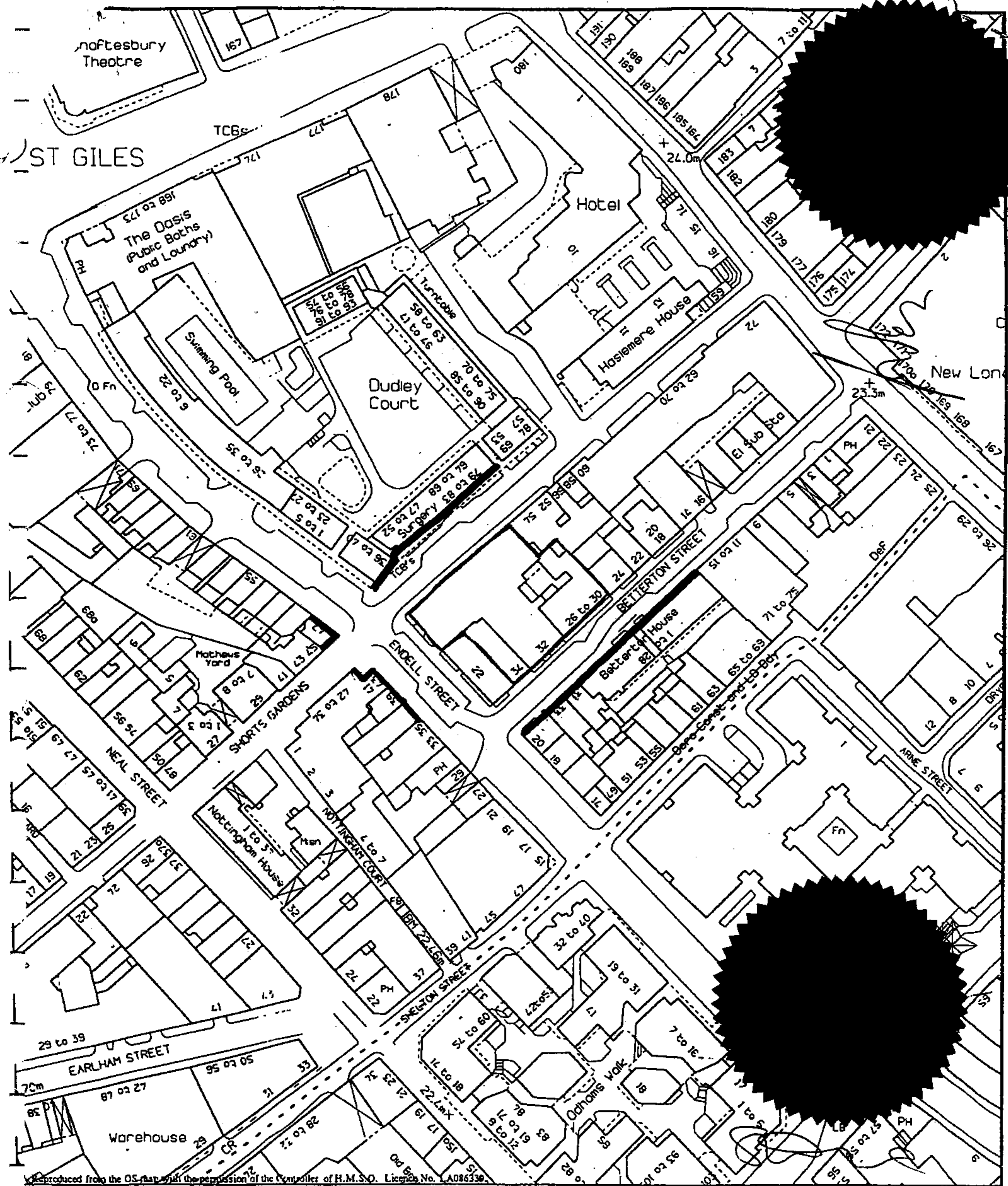
- 7 No pipes or plumbing, other than rainwater pipes, shall be fixed on the external face of the building.
- 8 The restaurant uses hereby approved shall be for the consumption of food and drink on the premises only and shall not operate any take away service.
- 9 The function room and the conference, training, and information rooms shall not function independently of the member's club or the recording studios between 23.00 hrs and 08.00 hrs..
- 10 The internal service area shall be used by vehicles for the servicing of the premises only, and shall not be used for the parking of any vehicles or the dropping of of members or visitors.
- 11 The internal service area shall not be used between 20.00 hrs and 07.00 hrs.. Between these hours the service area gates shall be kept shut.
- 12 The room marked "restaurant" on the first floor on plan PP-104-1A shall have a maximum capacity of 75 covers, and shall only open as such during the hours 11.30 hrs. to midnight Monday to Saturday and 11.30 hrs to 21.00 hrs on Sundays.
- 13 The room marked "members restaurant" on the second floor on plan no. PP-105-1A shall not be used as a restaurant open to members of the public. It shall only be used as an ancillary facility open to club members and guests of such members and shall have a maximum capacity of 85. Meals shall only be served between 11.30 hrs and midnight.
- 14 No development shall take place until the applicant has secured the implementation of a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.



 **Camden**
ENVIRONMENT

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PLAN 02



Reproduced from the OS map with the permission of the Controller of H.M.S.O. Licence No. LA086339

London Borough of Camden

PLAN 04

Environment Department
 Town Hall Extension
 Argyle Street Entrance
 London WC1H 8EQ

St. Pauls Hospital, Endell Street,
 (including nos. 26-30 and 32 Betterton
 Street), and no. 34 Betterton St, WC2

Date: 02 JAN 1999 Scale: 1:1250

REPORT ENDS

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- 15 No construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level, which takes account of the proposed running tunnels of the Cross Rail Project including any ground movements arising from the construction of the Cross Rail tunnels, has been submitted to and approved by the Council.

Reasons for additional conditions:

- 1 To ensure that the Council may be satisfied with the external appearance of the building.
- 2 To ensure that the Council may be satisfied with the external appearance of the building.
- 3 To safeguard the amenities of the adjoining premises and the area generally.
- 4 To ensure that the use can be accommodated without detriment to the amenity of the surrounding premises by reason of noise.
- 5 To prevent contamination within the new development.
- 6 To safeguard the amenities of the adjoining premises and the area generally.
- 7 Because it is considered that these would seriously detract from the appearance of the building.
- 8 To safeguard the amenities of the adjoining premises and the area generally.
- 9 To safeguard the amenities of the adjoining premises and the area generally.
- 10 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.

DRAFT

- 11 To safeguard the amenities of the adjoining premises and the area generally.
- 12 To safeguard the amenities of the adjoining premises and the area generally.
- 13 To safeguard the amenities of the adjoining premises and the area generally.
- 14 Important archaeological remains may exist on this site . Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development.
- 15 So that the Council and the Cross Rail Project Team may be satisfied that the proposed Crossrail Project is adequately safeguarded.

Informatives (if applicable)

- 1 A method statement detailing the likely pattern of traffic associated with the demolition and construction proposed for this development should be submitted to and approved by the Councils Traffic Management Division before any work on the site is commenced. This will be necessary for the effective working of the neighbour liaison group.
- 2 The Council supports schemes for the recycling of waste. In particular it encourages the recycling of bottles and cans by hotels, restaurants, wine bars and public houses. You are advised to discuss potential recycling measures with the Council's Street Environment Service (Recycling) on 0171 485 1553. (IJ01)
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You are advised to consult the Council's Environment and Consumer Protection Service, (Pollution Team), Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7278 4444), or to seek prior approval under Section 61 if you anticipate any difficulty in carrying out construction other than within normal working hours and by means that would minimise disturbance to adjoining premises.

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- 4 The Council's Streets Management Engineering Group, should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street London WC1H 8EQ, (tel: 020-7278 4444).
- 5 Works of construction and ancillary activity should not take place other than between the hours of 08.00am to 18.00 pm on Monday to Friday and 08.00am to 13.00pm on Saturday, with no working on Sunday or Bank Holidays, in order to comply with locally enforced standards.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (amendment) Act 1939 should be made to Records and Information Service, Environment Department, (Street Naming and Numbering), Camden Town Hall, Argyle Street, London WC1H 8EQ (tel 020 7974 5613)
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 8 The details required pursuant to Condition(s) 01, 02, 03, 04, 05 and 11 should be submitted with the attached approval of details application form together with 5 sets of drawings and any other supporting information.
- 9 The development hereby approved may be subject to the Construction (Design and Management) Regulations 1994 which govern health and safety through all stages of a construction project. The Regulations require clients (ie. those, including developers, who commission construction projects) to appoint a planning supervisor and principal contractor who are competent and adequately resourced to carry out their health and safety responsibilities. Further information is available from the Health and Safety Executive Infoline (tel.0514 545500)
- 10 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Website Address: [Http://www.camden.gov.uk](http://www.camden.gov.uk)
Email Address: env.devcon@camden.gov.uk



ENVIRONMENT

**Development Control
Planning Services**

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975

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This application was dealt with by Simon Hoets on 020 7974 5525.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

A handwritten signature in black ink, appearing to read "M.W. Gilks".

Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU

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STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT OR GRANT OF CONSENT SUBJECT TO CONDITIONS, AND OTHER INFORMATION

1. Appeals to the Secretary of State

If you are unhappy about the Council's decision to refuse listed building consent or conservation area consent for the proposed works or to grant consent subject to conditions, you may appeal to the Secretary of State for the Environment under Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Houlton Street, Bristol BS2 9DJ. The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

2. Purchase Notices

If listed building consent or conservation area consent is refused or granted subject to conditions whether by the local planning authority or the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of works which have been, or would be permitted, the owner may serve on the Council a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

3. Compensation

In certain circumstances a claim may be made against the local planning authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

4. Further Information

This permission is given subject to due compliance with the Town and Country Planning Act, any local Acts, regulations, by-laws and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management - Building Control Section, 6th Floor, Camden Town Hall, Argyle

THE FIRST SCHEDULE

CODE OF CONSIDERATE MANAGEMENT

General Principles

- 1 The Code of Considerate Management ("the Code") shall apply to the operation and management of the businesses and uses within the Development. The Code shall incorporate Specific Provisions addressing the following matters in detail to the reasonable satisfaction of the Council.
- 2 The Development shall be designed and the businesses and uses shall be operated and managed so as to discourage behaviour by customers, members and members of staff, which causes or is likely to cause a nuisance to residential homes or amenity in the vicinity of the Development.

Hospital Entrance

- 3 All access to and from the First Property shall be by the single set of doors on Endell Street, marked on plan pp-210-1 forming part of the Planning Application save in emergencies ("The Hospital Entrance").
- 4 Fire exit doors are not to be used for access to and from the Development and are to be kept closed at all times, save in emergencies.
- 5 A representative of the Owner shall be present in the foyer area shown on Plan pp-210-1 at all times between the hours of 9.00 am to 6.30 pm. A representative of the Owner shall be present in the Hospital Entrance at all hours between the times of from 6.30 pm to 12.30 am such representative shall:
 - have undergone training on and be fully familiar with the ethos of the Code , and any other training necessary to ensure a calm and authoritative approach is taken when managing the Hospital Entrance
 - take all steps reasonably necessary to co-ordinate people leaving and entering the Hospital so as to-
 - deter people from waiting and standing outside the Development
 - where necessary to inform and remind people about the Code and to ask them to respect the Code by entering and leaving the Development in a quiet and orderly fashion and reminding them that sanctions will be taken if they fail to do this

Building design

- 6 The Development shall be fitted out with fixtures and fittings of a high quality and thereafter the fixtures and fittings shall be maintained to a high standard.

Promotion of the Code

- 7 A sign in a visible position shall be erected and maintained in the Hospital Entrance reminding patrons that they need to leave the Development quietly

- 8 A commitment to following the Code shall be a condition of membership of any organisation based at the Development and shall be incorporated into the Membership rules of all organisations operating at the Development so that members are aware of the ethos of the Code their responsibilities to comply with the Code and how the Development's continued operation depends on their understanding of their responsibilities to neighbouring residents.

- 9 Text shall be incorporated into all brochures/menus/programmes/ publicity material relating to the Development informing members of organisations using the Development and other users about the ethos of the Code and their responsibilities to comply with the Code and how the Development's continued operation depends on their understanding of their responsibilities to neighbouring residents.

- 10 A record shall be kept in a tidy and accessible form demonstrating that the Owner is managing the Development in compliance with the Code and recording each occasion any person breaches the Code

11. In the event of repeated breaches of the Code by any particular person that person shall not be permitted to enter or use the Development.

THE SECOND SCHEDULE

COMMUNITY RESOURCE SPACE MANAGEMENT CODE

The Community Resource Space Code (for the purposes of this Schedule "the Code") shall provide that the Owner shall ensure at its own expense that the Community Resource Space ("the Space") shall be retained for use as a community facility room and shall be made available upon reasonable notice to members of the public for meetings

Code of Practice

The Code will (unless otherwise agreed in writing with the Council) provide inter alia for :-

- the fitting out construction and equipping of the Space in accordance with a specification approved in writing by the Council within a period of 3 months from the Implementation Date such specification to provide inter alia for the separation of the Space by a masonry wall and adequate soundproofing to the reasonable satisfaction of the Council.
- the entrance to the Space shall be solely through the door marked "Entrance to Community Resource Space" on Plan PD-016-a which shall be clearly signed on the street.
- reasonable availability of the Space for public use between the hours of 09.30 and 22.00 on each day of the week.
- procedures for booking arrangements for the Space so as to secure its availability for public access.
- payment by the Owner of all expenses for a period of twenty five years from the date of this Agreement relating to management of the Space (including cost of light heat and other utilities) as a community facility and all associated costs including maintenance that the Council reasonably considers necessary to maintain the Space as a community facility shall be met by the Owner.
- maintenance of the Space to the reasonable satisfaction of the Council
- for the Space to be made available to members of the local community or community organisations (at no cost to such persons or organisations) for non-commercial functions conducted through the medium of the spoken word, and without amplification or music whether recorded or live.

- operation of a lift service to the Space this to be operated by key by a representative of the Owner and visitors using this method will be supervised at all times (lift car controls to be coded so that access from the basement and ground floor to the upper storeys is not possible)

THE THIRD SCHEDULE

THE COMMUNITY EDUCATION PLAN

Definitions

Within this schedule these expressions shall have the following definitions

Owner's Statement of Intent ' means:

the statement of intent drawn up by the Owner regarding the use of the Development for local education and training needs this being as follows:

The Owner's education and community outreach arts and media education programmes are intended to be an incubator for future creative industry professionals by facilitating exposure, training and work experience in these fields for young British filmmakers, musicians and artists. The programmes will be designed to prepare young people for careers in the British arts & entertainment industry through internship, apprenticeships and training programmes.

Over the past year representatives of the Owner have consulted widely with local arts organisations, Council Officers and regional/national arts bodies. Consistent themes of these consultations are as follows:

- need to create links between the various arts/business organisations operating in contemporary music, film and new media
- from these links to work together to create and link opportunities that expose young people to the arts in particular contemporary music, film and new media which are associated with training opportunities
- generate opportunities for job placement

To these ends and with specific reference to the London Borough of Camden the Owner has developed the Camden Arts & Business Consortium.

The Owner has dedicated the sum of £500,000 budget ("the Education Sum") for the purpose of the development of CABC and its programmes as set out in CABC Statement of Intent. To further the development/aims of CABC the Owner in addition to the expenditure of the Education Sum will:

- Use all reasonable endeavours to set up appropriate vehicles for the receipt of additional funding including a charitable trust

- Employ a member of staff whose job description will include the administration of the overall education programme as well as the outreach proposals acting as the point of contact with CABC/education bodies/other relevant organisations and business partners.
- Establishment of CABC Project Board to supervise project programmes, funding, evaluation etc

'The Education Sum' means:

the sum of £500,000 (five hundred thousand pounds)

'CABC means:

Camden Arts and Business Consortium formed by the Owner to provide a means for arts and education organisations based in the London Borough of Camden working in the fields of contemporary music, film and new media to work collaboratively with the Owner

'CABC Statement of Intent means:

- to create a link between existing Camden based arts & education organisation/commercial businesses in the field of music, film and new media and to advocate on behalf of these organisations throughout Camden
- to share resources to create partnership and programmes for arts education and business development
- to increase access of young people to the arts in particular contemporary music, film and new media
- to develop education training projects for young people in Camden in conjunction with members of CABC and other relevant organisations in the areas of contemporary music, film and new media which develop skills and increase opportunities for work
- to serve a minimum of 100 young people per annum through the outreach and training programmes over a period of five years
- to interview potential employers in the creative industries to assess criteria required of work placements/trainees and to then ensure that trainees from CABC programmes meet that criteria
- to create new opportunities training and job placement for young people in Camden within the fields of music, film and new media
- to create a resource database accessible over the Internet of young people who have been trained in and the organisations who have participated in the CABC programmes
- to liaise with other relevant bodies at national and local level concerning the direction of creative education in the UK and linkages with the Development

'Project Board " means:

- a Board organised by the Owner at its own expense (for the avoidance of doubt such expenditure to be separate from any expenditure of the Education Sum) for the supervision of Programmes on the Project List membership of such Board to consist of :
- three officers of the London Borough of Camden nominated by the Chief Executive;
- one councillor of the London Borough of Camden;
- two representatives nominated by the CABC (to be elected from the membership of CABC on an annual basis);
- two representatives of the Owner;

the Project Board to oversee and review the performance of and receive regular reports of relevant projects in accordance with the provisions of this Agreement. All decisions of the Project Board shall be taken on the basis of one member one vote . The Project Board shall only be able to take decisions where there is a quorum of at least three members present.

The Community Education Plan shall provide mechanisms for the Owner having regard to the Owner's Statement of Intent and the CABC Statement of Intent to (inter alia) carry out the following steps on an annual basis at its own expense:

i) in consultation with the CABC to draw up a list identifying projects at least twice a year falling within the objectives of the CABC Statement of Intent as potential recipients of expenditure from the Education Sum in the twelve months following the drawing up of the list ("the Project List") together with appropriate supporting information including

- the amount to be expended on any particular identified project
- the nature and objectives of the identified project and how these will be met,
- how expenditure will be applied to secure those objectives
- how expenditure will be monitored with respect to the identified project to secure value for money

PROVIDED ALWAYS THAT the Project List will provide for the expenditure of a minimum of £100,000 (one hundred thousand pounds) from the Education Sum in each year.

iii) to submit each Project List to the Project Board for approval ALWAYS PROVIDED that in giving any such approval the Project Board may impose such conditions on its approval as are necessary to ensure effective use of the Education Sum

(iv) to make payments to such projects on the Project List as have been approved in writing by the Project Board in accordance with any conditions imposed by the Project Board on its approval

(v) to keep accurate records of all expenditure of any part of the Education Sum, and to monitor the effectiveness of such expenditure both in terms of cost effectiveness and in securing the objectives of the CABC Statement of Intent and to make such records available to the Project Board, and to take such steps that the Project Board may reasonably require to improve the effectiveness of such expenditure.

(vi) to report to the Project Board from time to time and at least annually upon expenditure of any part of the Education Sum and the effectiveness of ensuring that the Objectives of the CABC Statement of Intent have been met

vii) to inform, support organise and facilitate the operation of the CABC and the Project Board by inter alia attending organising and facilitating meetings of the CABC and the Project Board in the Borough;

and specifically to ensure that :-

(a) Meetings of the Project Board shall take place at least twice a year

(b) that at least seven days written notice of each meeting of the Project Board is given to all members of the Project Board.

(c) that suitable facilities are provided for meetings of the Project Board

(d) that an accurate written minute is kept of each meeting of the Project Board recording discussion and any decisions taken by the group (this to be circulated by the Owner all members of the Board within seven days of each meeting)

viii) to use all reasonable endeavours to take steps to maximise opportunities to attract additional and/or match funding for projects on the Project List that have been approved by the Project Board including where appropriate setting up bodies /vehicles to attract such funding including charitable trusts which meet the objectives of the CABC Statement of Intent.

THE FOURTH SCHEDULE

THE GREEN TRAVEL PLAN

Part I: Components of the Green Travel Plan

The Green Travel Plan will be a basis for promoting sustainable travel to and from the Development. The Owner will implement the Green Travel Plan where appropriate in partnership with the Council and/or with public transport operators. In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

- 1) annual review and monitoring of the First Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
- 2) regular promotion of measures to facilitate the First Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Green Travel Plan available to staff and members at the Development.
- 3) ongoing senior management commitment and consultation with staff and occupants of the First Property
- 4) a designated staff travel co-ordinator within the Development to be responsible for implementing the Green Travel Plan
- 5) a communications strategy within the Development about the benefits of the Green Travel Plan

Emission/vehicle reduction initiatives

- 1) use of alternatively - fuelled vehicles for servicing (such as electric and LPG) - organisations can apply to the Energy Savings Trust for greener vehicle grants
- 2) establishment of an electric vehicle recharging point
- 3) review and development of criteria to reduce car allowances
- 4) measures to prevent the use of staff car parking and permits in and around the Development
- 5) setting up and continuing operation of a work place green vehicles pool for work related trips

Public Transport Initiatives

- 1) Provide in-house public interest information (both London Transport and National Rail travel information is available from their respective websites: www.londontransport.co.uk/ www.railtrack.co.uk)
- 2) Work with the Council and public transport operators to improve routes

Cycle initiatives

Workplace cycling measures - including providing:

- 1) Secure and well-lit workplace cycle parking
- 2) Changing and showering facilities
- 3) Cycle allowance for work-related journeys
- 4) Cycle and equipment loans and insurance
- 5) Cycle repair facilities
- 6) Cycle pool for work-related journeys
- 7) Work with the Council to improve cycle routes to/from worksite

Other initiatives

- 1) Encourage walking through the provision of information on the best pedestrian routes to and from the worksite for staff and visitors
- 2) Consider the use of partial homeworking/teleworking/teleconferencing
- 3) Use taxis as appropriate

PART II: Review and Monitoring of the Green Travel Plan

The Owner shall ensure that arrangements for the review and monitoring of the Green Travel Plan are carried out on an ongoing basis and at least every 2 years. 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 Green Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**

The first stage will be to review the First 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 employees**

This will involve meeting employees of the Development to promote the concept of a Green Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee 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 employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

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

5. **Monitor and Review**

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Green Travel Plan is being in maximising the use of sustainable transport.

THE FIFTH SCHEDULE

LOCAL EMPLOYMENT PLAN SCHEDULE

DEFINITIONS

Within this schedule these expressions shall have the following definitions:

"Local Job Centres" means

those job centres at Holborn, Swiss Cottage, Kilburn, Camden and Kentish Town.

The Owner shall ensure that the Local Employment Plan shall contain provisions securing the following at the Owner's expense.

- 1 In respect of job vacancies for non-specialist and nontechnical positions at the Development:
 - 1.1 job vacancies shall be advertised in the "Camden New Journal" (or such other local newspaper which may be agreed by the Council in writing) and the Local Job Centres for two weeks and at other sites reasonably nominated by the Council before advertising the job vacancy elsewhere.
 - 1.2 when deciding on suitable applicants for interview in respect of job vacancies to give weight to applications made by applicants who live within the Council's administrative area.
 - 1.3 to keep a record of applications made for job vacancies and the decision making process made in the selection of the person to fill those vacancies and to give to the Council's Regeneration Team access to those records, for the purpose of monitoring compliance with this clause, if so requested in writing and on reasonable notice
- 2 A comprehensive ongoing programme ("the Programme") for a period of ten years after the Occupation Date to provide residents of the London Borough of Camden selected to participate in the Programme with all knowledge experience expertise qualifications (such qualifications to be to at least NVQ5 level) skills and job seeking support necessary to equip them for permanent employment in the areas of electronic sound and video editing and production, retailing, marketing, catering

The Programme shall provide inter alia for :-

- (i) a minimum of 3 persons at any one time to be employed and to receive on the job training and job seeking and educational training and support at the First Property this to be linked with educational courses leading to attainment of qualifications to NVQ5 level. All reasonable endeavours shall be used to select such persons from people who have previously participated in initiatives linked to the Community Education Plan. Unless otherwise agreed the programme shall provide for a minimum of 2 production and/or editing posts over a two year period and one traineeship over a period of 5 years in management /retail.
- (ii) application by the Owner of the sum of £30,000 per annum (this sum to be in addition to any sums expended in connection with the Community Education Programme and expenditure in connection with (i) above in further training job seeking and educational training and support linked to the First Property
- (iii) full details of all educational and employment development to be provided under the Programme and detailed mechanisms for reporting to the Council on the effectiveness of the Programme

THE SIXTH SCHEDULE

WASTE MINIMISATION REFUSE AND RECYCLING PLAN

In drawing up the Waste Minimisation Refuse and Recycling Plan (referred to in this Schedule as "the Plan") the Owner shall ensure the provisions securing the following matters are contained within the Plan at the Owner's expense.

Review, Management and Promotion

- 1 Setting of waste reduction and recycling targets
- 2 Ongoing senior management commitment in consultation with staff, to promote a waste-minimisation culture.
- 3 Appointment of a representative of the Owner as Plan Co-ordinator to be responsible for implementing the Plan.

Refuse Reduction Initiatives

- 4 Waste minimisation establishment of a programme setting out specific steps to secure waste minimisation refuse reduction in the Development together with regular waste audits and reviews of ways to reduce the amount of waste generated at the Development.
- 5 Establishment of a specific programme to promote use and purchase of recycled products and products which can be recycled
- 6 To provide appropriate containers for (or to package and clearly label for collection and disposal by specialists) and to ensure the recycling of the following namely IT equipment including printer and photocopying toners and cartridges, furniture and other office equipment, waste cardboard, paper, plastic bottles, aluminium cans, glass bottles, glass, cans and all other materials which can be reused or recycled
- 7 To keep the immediate vicinity of the containers clean and such containers are regularly emptied

Collection of Waste

- 8 A system for storage and disposal of waste, for refuse which cannot be recycled or reused
- 9 Mechanisms for monitoring the effectiveness of the Plan and reporting to the Council on at least an annual basis
- 10 A commitment to take any steps reasonably required by the Council to increase the effectiveness of the Plan

THE SEVENTH SCHEDULE

SERVICING PLAN

In drawing up the Servicing Plan the Owner shall ensure the provisions relating to the following matters are contained within such plan so as to minimise impact on amenity.

procedures to be strictly observed in the management of deliveries removal of waste and servicing of the First Property regulating inter alia

- number and type of vehicles to be used (size to be specified)
- timing of deliveries/servicing trips (incorporating a requirement that no deliveries shall be accepted into the First Property save between the hours of 08.00 to 20.00 on Monday to Friday, and 0.900 to 13.00 on Saturday

a requirement not to accept deliveries of any goods or materials into the First Property save through the servicing bay marked on Drawing Number pp.210-1 ("the Servicing Bay")

a requirement to keep the doors of the Servicing Bay closed at all times save at times when deliveries are being made into the First Property

a requirement for the Servicing Bay to be staffed between the hours of 0.700 to 20.00 by a representative of the Owner who is aware of the need to comply with the requirements of the Servicing Plan and who is responsible for ensuring the Servicing Bay is managed in accordance with the Servicing Plan

mechanisms for monitoring compliance with the Servicing Plan and reporting this information to the Council on an annual basis.

THE EIGHTH SCHEDULE

GLAZING WORKS

For the purposes of this Schedule, the following words and phrases shall be defined as set out below 7:

Developer	the Owner
Offer	an offer made in writing by recorded delivery post by the Developer to the freeholders and leaseholders (hereinafter referred to as "Owners") of the Group B Properties in the form of the first draft letter annexed hereto;
Group A Properties	1-23 Dudley Court, Endell Street, 48-52 and 64-68 and 79-83 Shorts Gardens and 1-30 Betterton House, Betterton Street, London WC2 shown for purposes of identification only edged in red on Plan 04
Group B Properties	47 Endell Street; 44 Shorts Gardens; 39 Endell Street; 20 Endell Street; 33 Betterton Street and 31 Betterton Street London WC2, shown for the purposes of identification only edged in blue on Plan 04 ;
Works	the works to those Properties whose Owners have accepted the Offer (if any) which works are more particularly described in Table 1 below
Secondary Glazing	glazing in the form of sealed units of nominal 24 mm thickness incorporating 4 mm glass with a 16 mm air space (4-16-4) produced in accordance with BS 6262. Safety glass to comply with BS 6206.
Owners	leasehold and freehold owners of the Group B properties

1. **Group A Properties**

Within 14 days of the date of this Agreement to pay to the Council the sum of £156,400 in respect of Group A Properties to be used by the Council in accordance with the requirements of this Agreement unless otherwise agreed.

2. **Group B Properties**

2.1 Within 14 days of the date of this Agreement in respect of Group B Properties to make the Offer to the Owners;

2.2 Following the making of the Offer pursuant to paragraph 2.1 of this Schedule to provide the Council with copies of the Offer and with details of those Group B Properties whose Owners have:-

2.2.1 accepted the Offer; or

2.2.2 refused the Offer; or

2.2.3 not replied to the Offer

PROVIDED THAT and it is hereby agreed as follows:-

2.2.4 for the purposes of establishing whether an Owner of any of the Group B Properties has accepted the Offer if any of the Owners shall not have accepted the Offer unconditionally within twenty four months after the date of the Offer he shall be deemed to have refused the Offer PROVIDED THAT the Developer shall send written reminders of the existence of the Offer at 6 monthly intervals to any recipients of the Offer who have not replied to the Offer;

2.2.6 (subject to compliance with the other requirements of this Schedule) the Developer shall be under no obligation to undertake any works or operations or meet the costs of any works or operations save as provided for in the Offer;

2.2.7 in respect of those Group B Properties whose Owners have accepted the Offer (if any) the Developer undertakes that it will comply with the terms of the Offer;

2.2.8 subject to the provisions of this Agreement the Developer agrees that notwithstanding there may have been a change in the freehold ownership of the Group B Properties since the Offer was accepted it will nevertheless honour the terms of the Offer in respect of the Properties whose Owners at the time had accepted it;

2.2.9 the Developer shall use all reasonable endeavours to ensure that the Works are carried out and completed prior to the Implementation Date.

Draft Letter to Owners of Group B Properties

Dear Sir/Madam

Proposed Development: St Paul's Hospital Endell Street, London WC2

The London Borough of Camden has granted this Company planning permission for the redevelopment of the site known as St Paul's Hospital Endell Street for [description].

This Company as developer (or its successors in title) seeks to mitigate any potential effects on your property of any possible noise associated with these proposals, and for this reason we are writing to offer to carry out works to improve the noise attenuation qualities of windows in the front facade of your property. In the case of your property these works are [complete as per Table 1]. These works are referred to in this letter as "the Works".

The Terms of the Offer

1. The Company is leaving this offer open for twenty four months from the date of this letter. Acceptance is by signing the enclosed copy of this letter and returning it to the address shown above for the attention of [].
2. If the offer is not accepted unconditionally on the terms set out in this letter within twenty four months after it is made, we will consider it to have been refused.
3. If any permissions (such as planning permission or listed building consent) or other approvals (such as a landlord's approval) are required it will be up to you (and this offer is conditional upon you doing so) to secure them.
4. If you accept the offer (and the conditions set out in the letter are satisfied) then we will arrange for the Works to be carried out to your property to a reasonable specification which we will set, and up to a value of [insert from Table 1 as appropriate]. If you wish to have works undertaken which exceed this value, this will be done but at your own expense (which also must be paid first)..
5. Our contractor will agree a mutually convenient time with you for carrying out the works. Having agreed the arrangements for our contractor to carry out the works you must afford him all reasonable access to be able to do so.
6. If you accept this offer then we will honour it on these terms for any successor in title to your property.

7. If you do not comply with any of the terms of this letter then we will not be obliged to undertake the works.

Our representative will call on you in the next few days to establish how you wish to respond to this letter. A pre-paid envelope is enclosed for your reply.

Yours faithfully

TABLE 1

WORKS CONTRIBUTIONS

The Hospital, Endell Street, WC2

2 November 1999

Section 106 Glazing Estimate

£ £

Dudley Court, Shorts Gardens WC2

Replacement windows,
spec type B

26nr @ £300/each

7,800

Allowance for scaffolding

2,200

Allowance for main
contractor's preliminaries

2,000 **12,000**

47 Endell Street, WC2

Double glazing to existing
frames; spec type A

18nr @ £100/each

1,800

Allowance for scaffolding

1,500

Allowance for main
contractor's preliminaries

800 **4,100**

44 Shorts Gardens, WC2

Double glazing to existing
frames; spec type A

13nr @ £100/each
2nr @ £200/each

1,300
400

Allowance for scaffolding

1,500

Allowance for main
contractor's preliminaries

800 **4,000**

39 Endell Street, WC2

Secondary glazing, spec type C	9nr @ £200/each	1,800	
Allowance for scaffolding		1,500	
Allowance for main contractor's preliminaries		<u>800</u>	4,100

37 Endell Street, WC2

Secondary glazing, spec type C	9nr @ £200/each	1,800	
Allowance for scaffolding		1,500	
Allowance for main contractor's preliminaries		<u>800</u>	4,100

Carried Forward

The Hospital Endell Street, WC2

28,300
2 November 1999

Section 106 Glazing Estimate

£ £

Brought Forward

28,300

20 Endell Street, WC2

Secondary glazing, spec type C	3nr @ £200/each	600	
Allowance for scaffolding		800	
Allowance for main contractor's preliminaries		<u>400</u>	1,800

33 Betterton Street, WC2

Replacement windows; spec type B	6nr @ £300/each	1,800	
Advance for scaffolding		1,500	
Allowance for main contractor's preliminaries		<u>800</u>	4,100

31 Betterton Street, WC2

Replacement windows, spec type B	6nr @ £300/each	1,800	
Allowance for scaffolding		1,500	
Allowance for main contractor's preliminaries		<u>800</u>	4,100

Betterton House, Betterton Street, WC2

Replacement sash windows; spec type B	104nr @ £700/each	72,800	
Allowance for scaffolding		10,000	
Allowance for main contractor's preliminaries		<u>18,900</u>	101,700

TOTAL

140,000

Exclusions VAT
Professional Fees

IN WITNESS whereof the parties have caused their respective common seals to be affixed the day and year first above written.

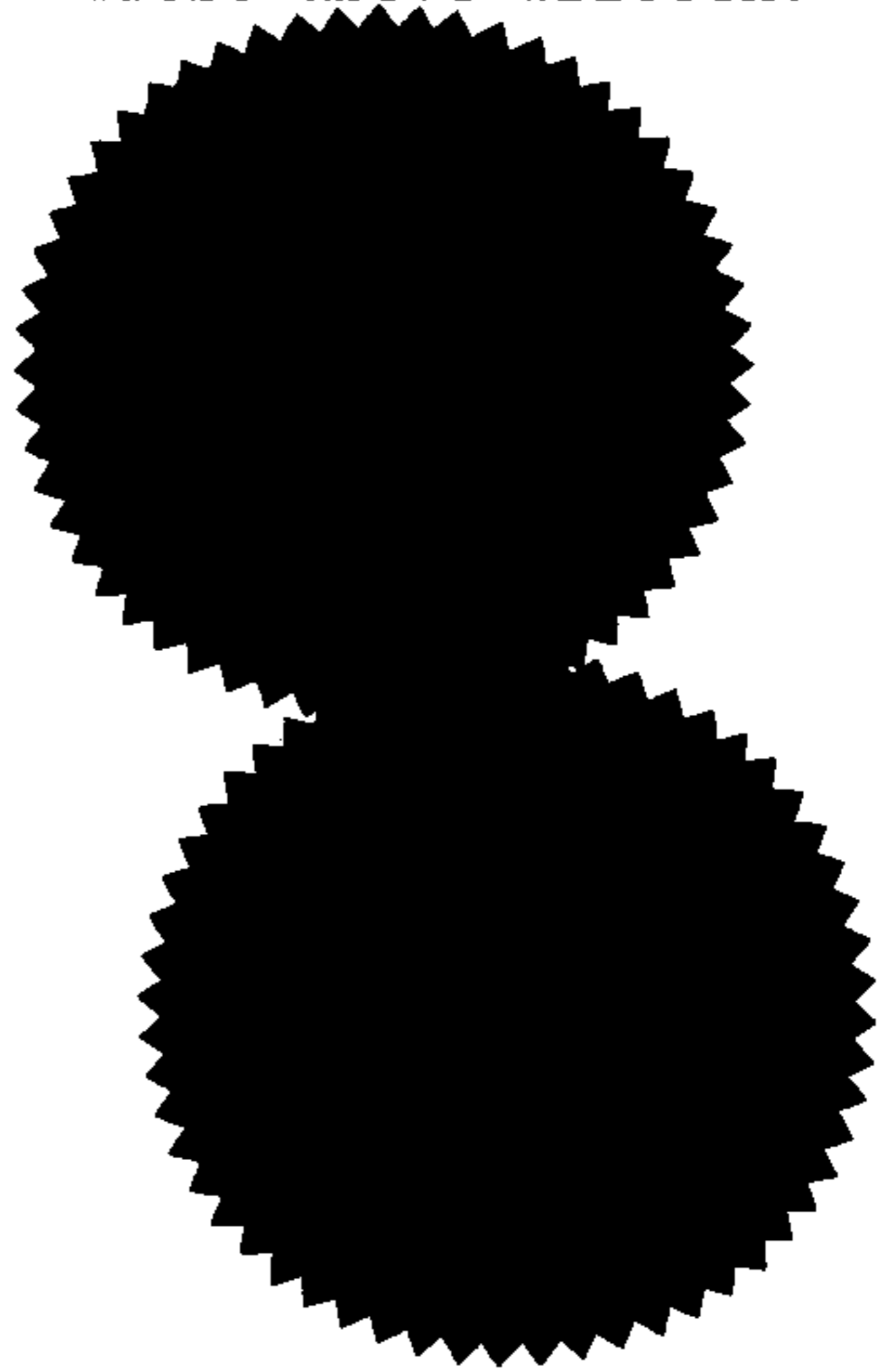
THE COMMON SEAL OF THE)
MAYOR AND THE BURGESSES OF)
THE LONDON BOROUGH OF CAMDEN)
was hereunto affixed by)
Order:-)

~~THE COMMON SEAL OF~~
~~THE COMMON SEAL OF HOSPITAL GROUP~~
LTD was hereunto affixed)
in the presence of:-)

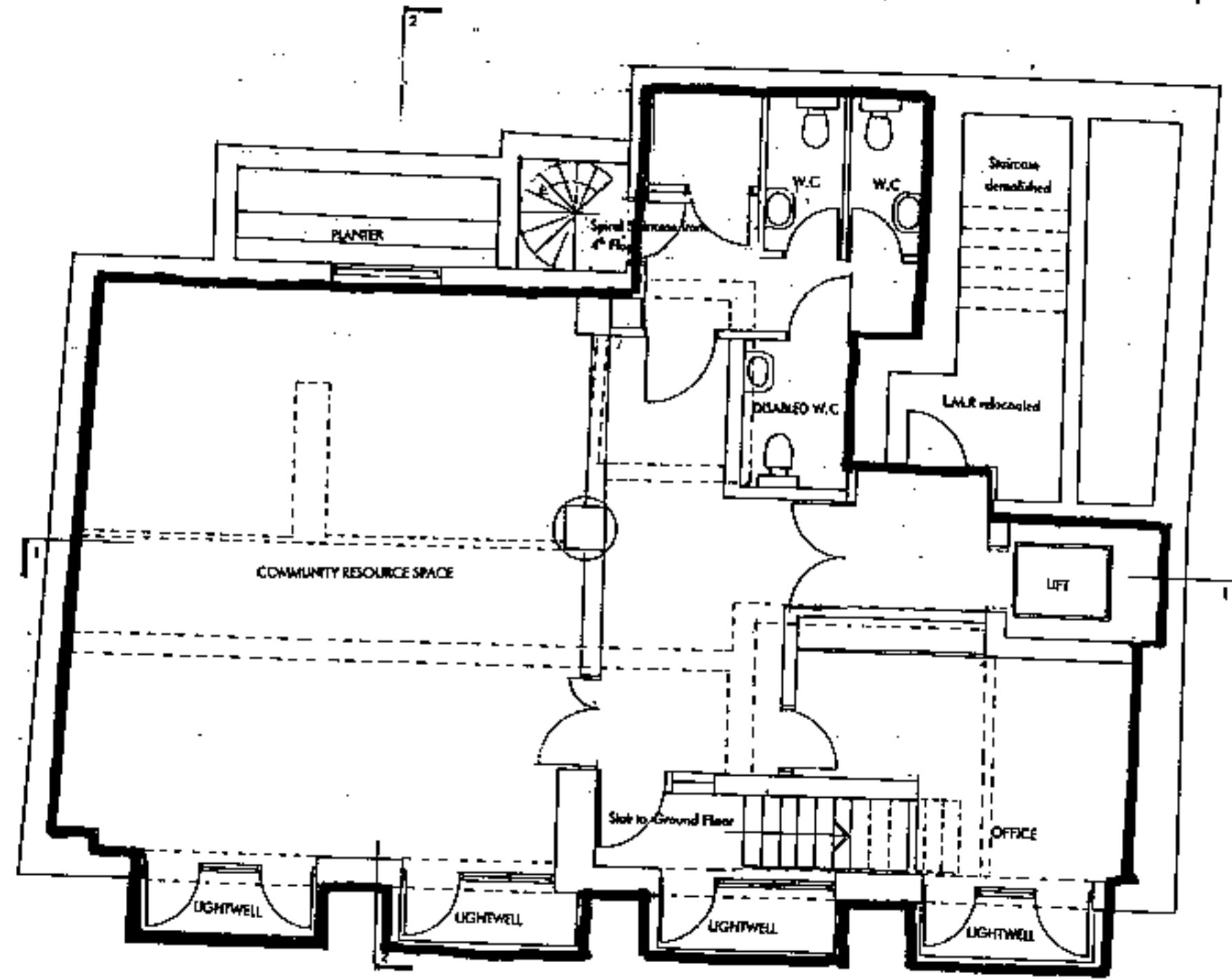
Director

~~Secretary~~

~~Authorised Signatory:~~

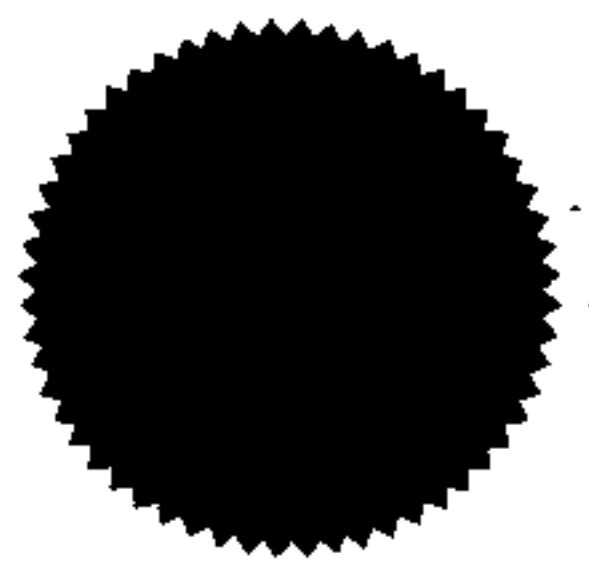


[Handwritten signature]
[Handwritten signature]

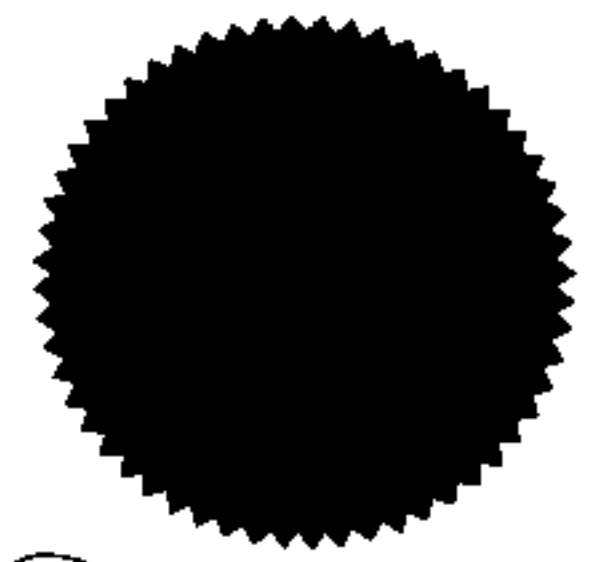


ACCESS FROM
GROUND FLOOR
BY LIFT UNDER
SUPERVISION.

ACCESS TO SPACE FROM
NEWTON STREET AT
GROUND FLOOR LEVEL.



Handwritten signature or initials.



Handwritten signature or initials.

PLAN 01

Rev	Date	Description

General Notes :

Do not scale off the drawing. Use figured dimensions only.

Figured dimensions are in millimetres.

Do not build from this drawing.

This is not a working drawing.

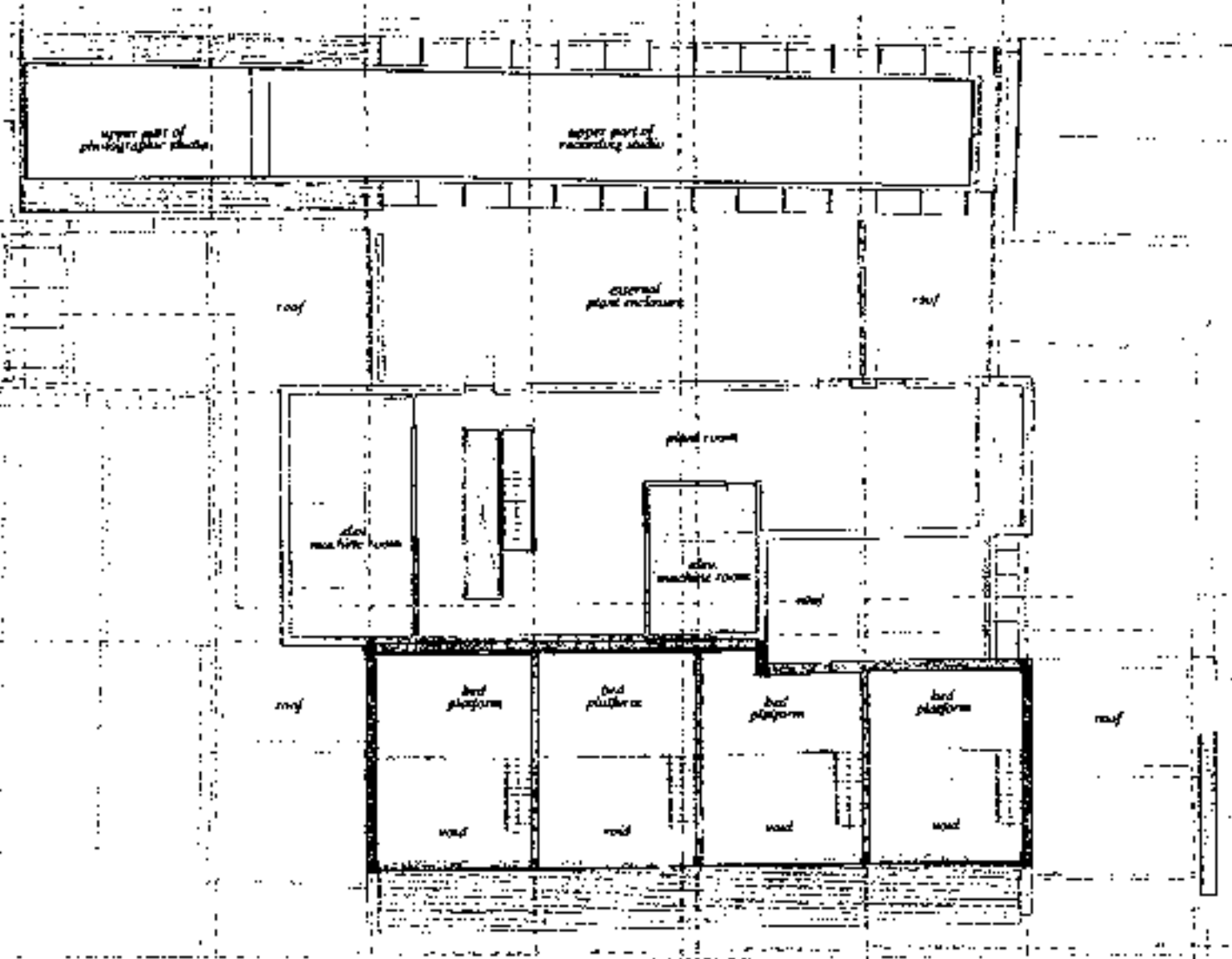
Alles and Morison
Architects

62 Newton Street
London W1P 3PG
Tel: 0171 612 7100
Fax: 0171 612 7101

1-3 NEWTON STREET, LONDON WC2

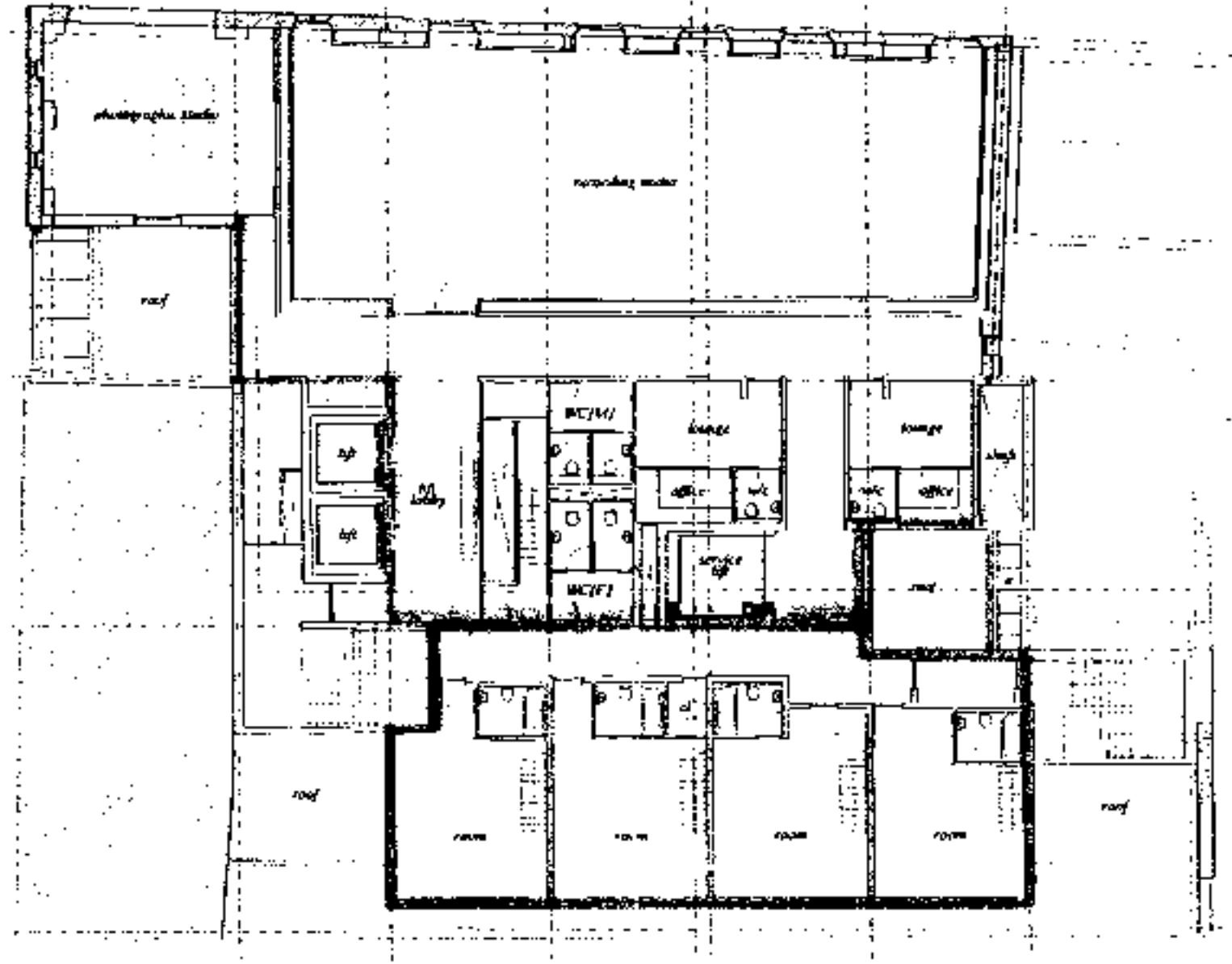
PROPOSED BASEMENT

DATE: JUNE 99 SCALE: 1:100 JOB NO: 166 166 PD-015



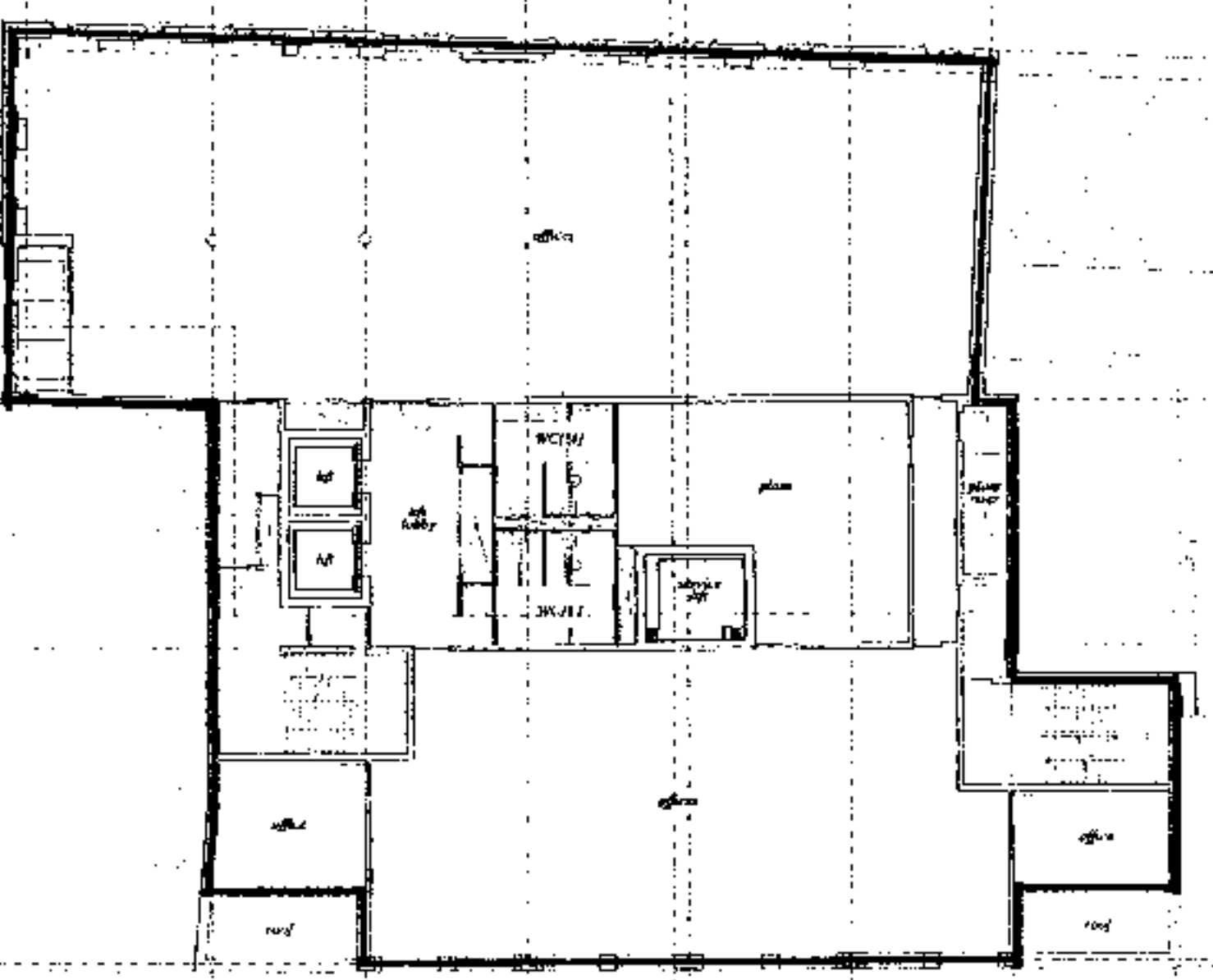
PURPLE: Overnight accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



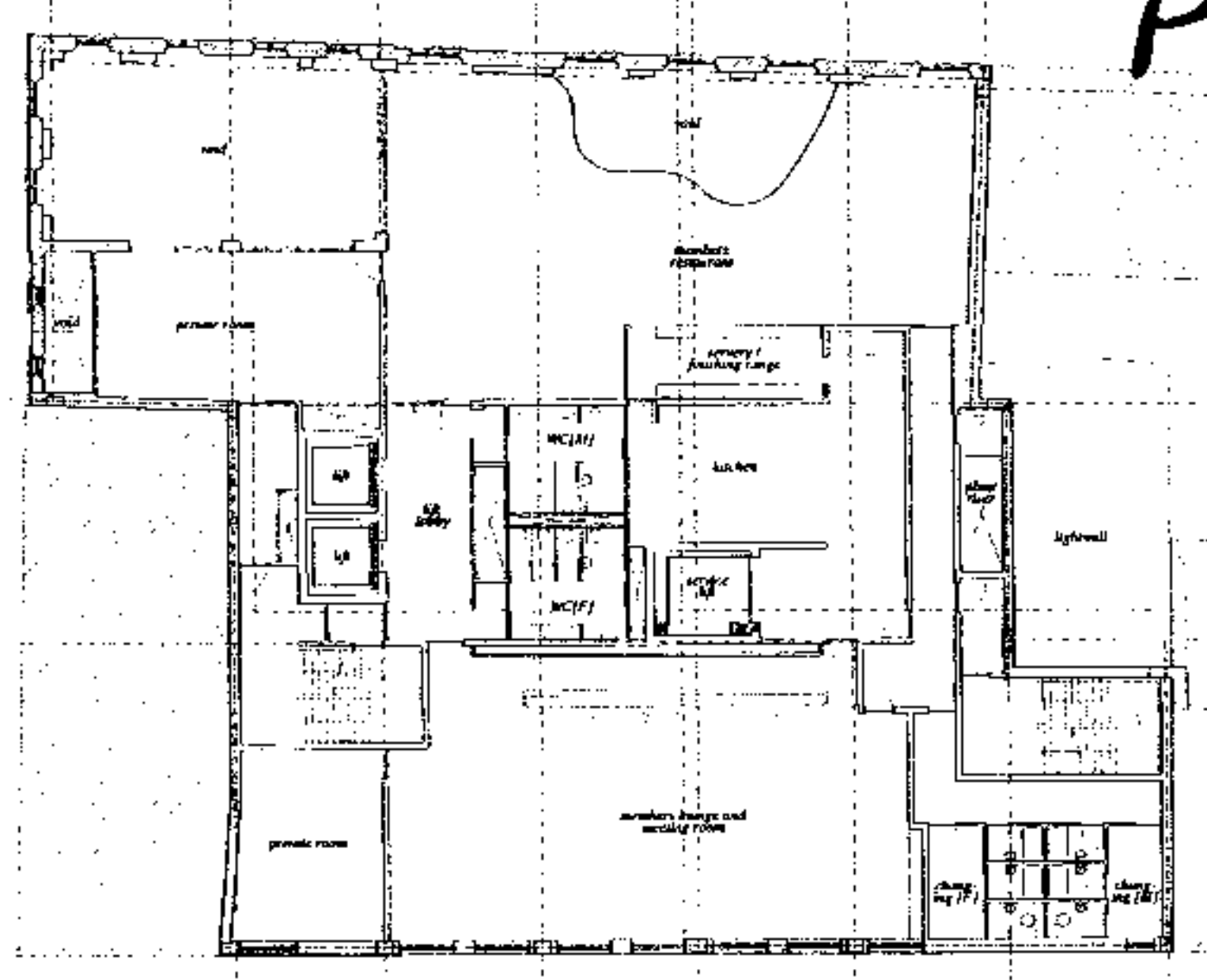
PURPLE: Overnight accommodation
 PINK: Studios and associated ancillary accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



RED: Offices

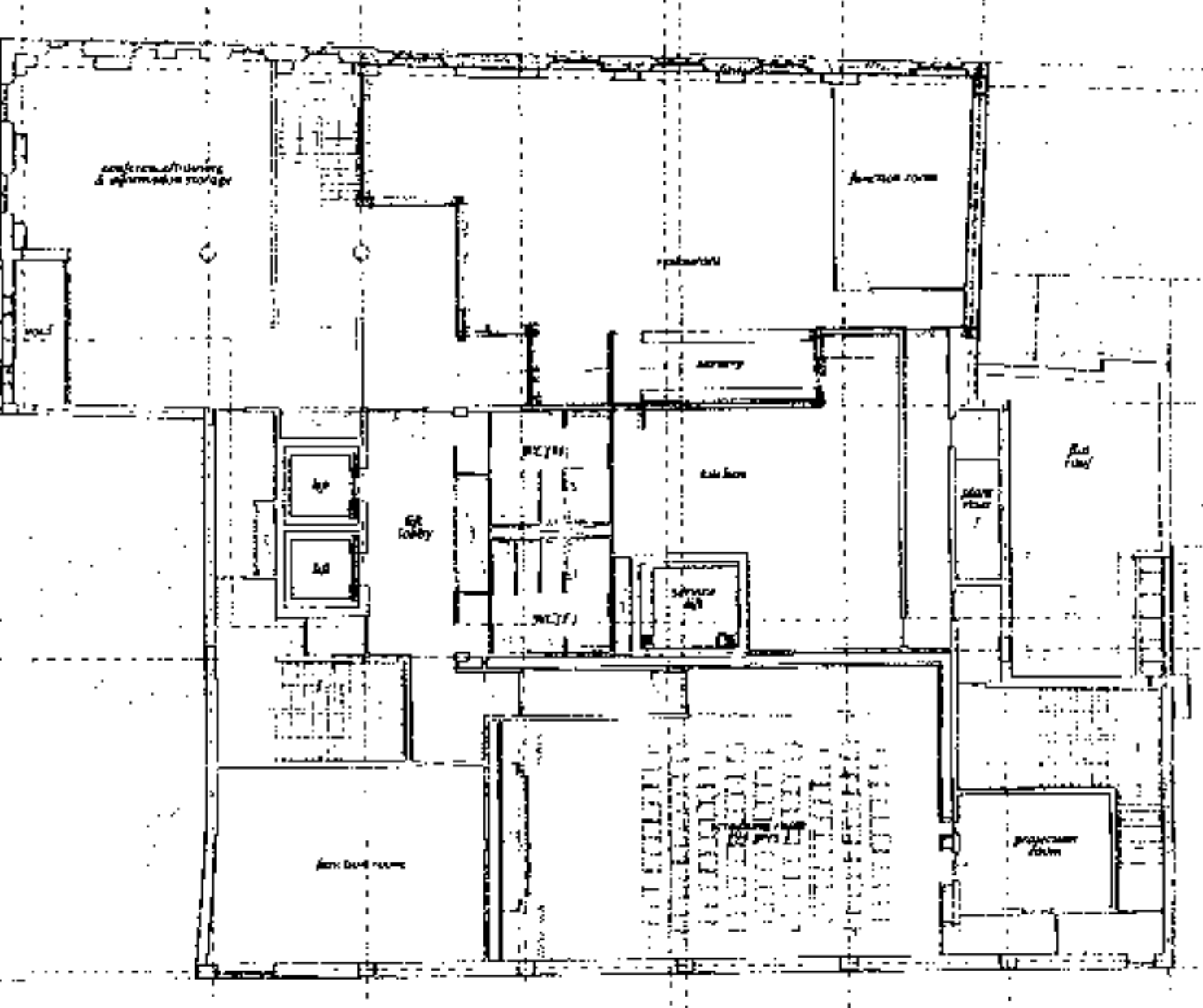
DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



GREEN: Members club and restaurant

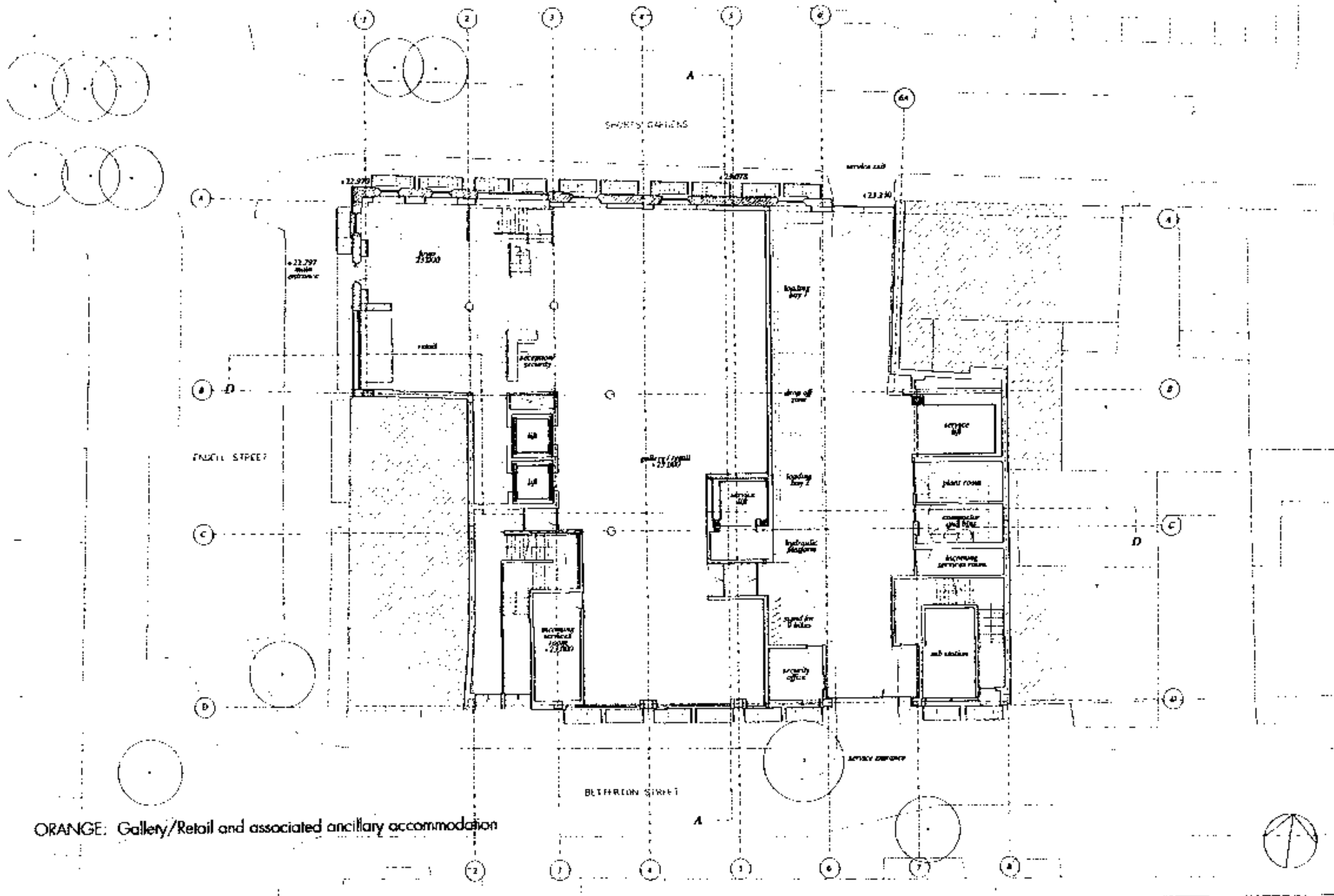
DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

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 P14/261C



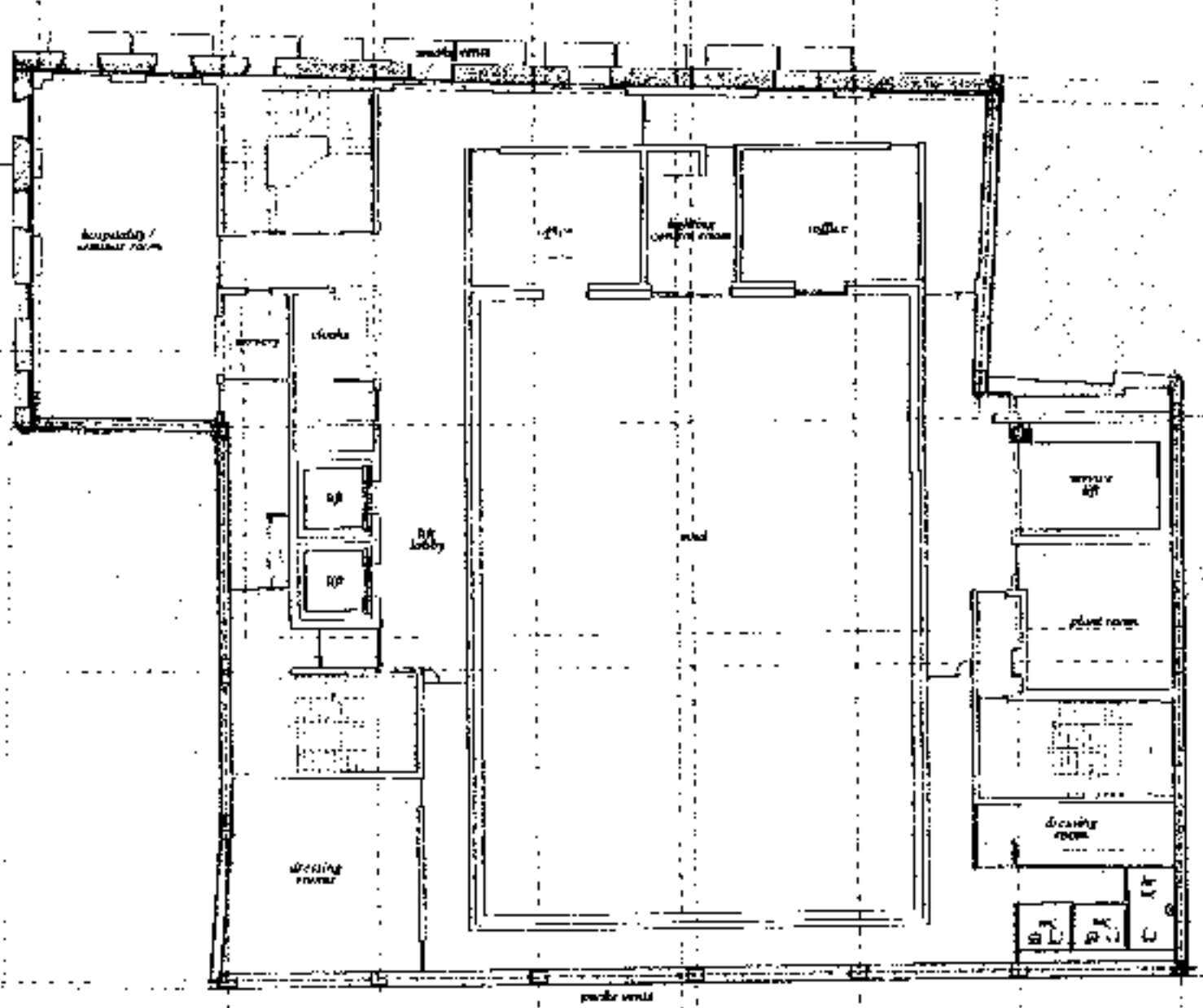
BLUE: Public restaurant
 YELLOW: Screening Room and associated ancillary accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



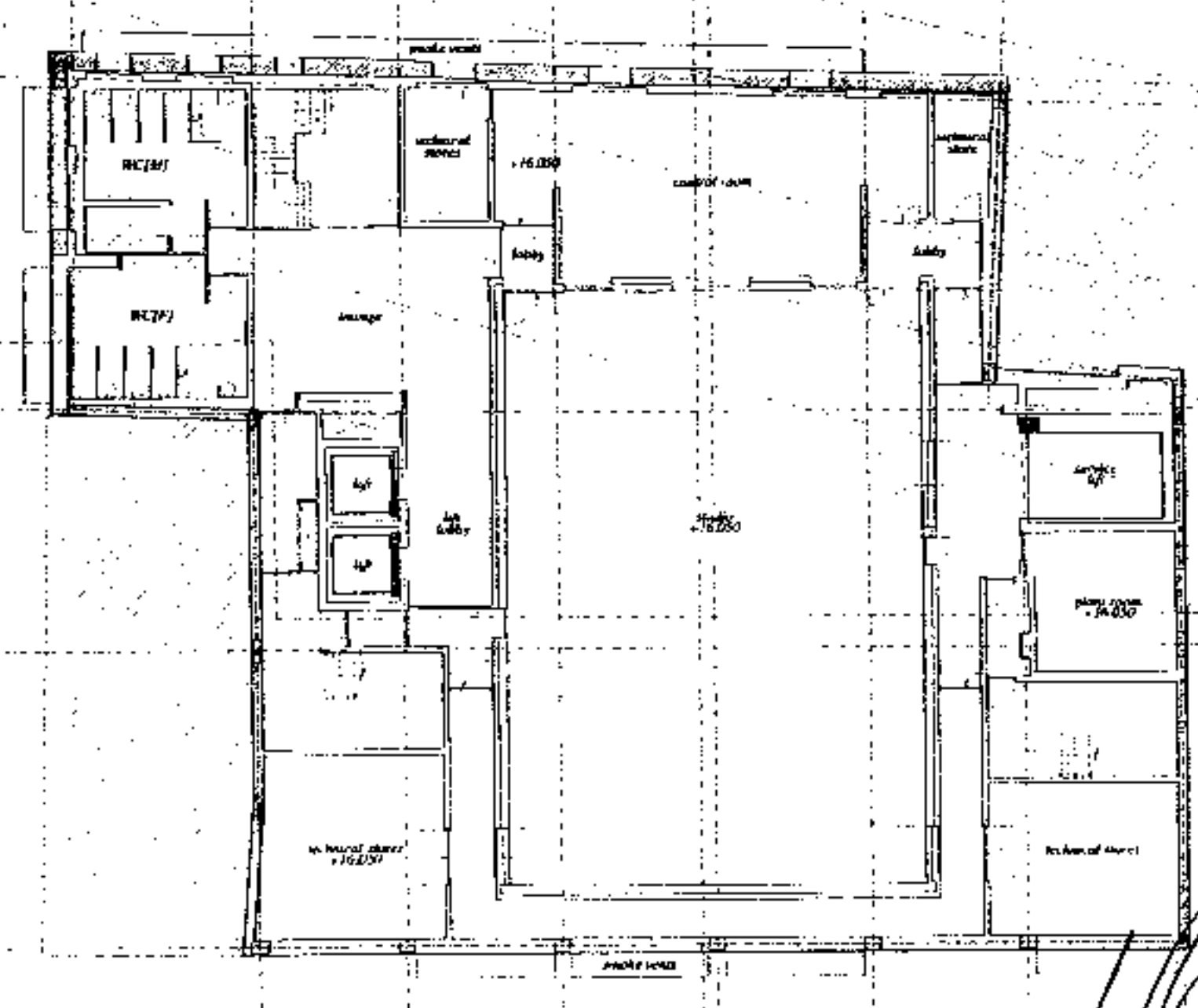
ORANGE: Gallery/Retail and associated ancillary accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



PINK: Studios and associated ancillary accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]



PINK: Studios and associated ancillary accommodation

DATE: 10/10/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

