

DATED

2020

(1) DEMAR (BVI) HOLDINGS LIMITED

and

**(2) EUROBANK PRIVATE BANK LUXEMBOURG, S.A., LONDON
BRANCH**

and

(3) PREMIER INN OCHRE LIMITED

and

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

A G R E E M E N T

**relating to land known as
115, 117 and 119 Camden High Street and
2, 4, 6 and 8 Delancey Street London NW1 7JS
pursuant to**

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

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Legal/PM/1800.1193

FINAL 231120

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THIS AGREEMENT is made the day of 2020

B E T W E E N:

- A. **DEMAR (BVI) HOLDINGS LIMITED (incorporated in the British Virgin Islands) (UK Regn. No. 77948)** whose address for service in the United Kingdom is c/o Protopapa Solicitors, Queens House, 180 Tottenham Court Road, London W1T 7PD (hereinafter called "the Owner") of the first part

- B. **EUROBANK PRIVATE BANK LUXEMBOURG, S.A., LONDON BRANCH** (incorporated in Luxembourg) of 2nd Floor, Devonshire House, 1 Mayfair Place, London W1J 8AL (hereinafter called "the Mortgagee") of the second part

- C. **PREMIER INN OCHRE LIMITED** (Co. Regn. No. 08143826) whose registered office is at Whitbread Court Houghton Hall Business Park Porz Avenue Dunstable Bedfordshire LU5 5XE (hereinafter called "the Interested Party") of the third part

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

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 354038 subject to a charge to the Mortgagee.

- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.3 The Interested Party is registered at the Land Registry under a Unilateral Notice in respect of an agreement for lease of the Property under Title Number 354038 subject to a charge to the Mortgagee.

- 1.4 The Owner and the Mortgagee are interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 18 June 2019 and the Council resolved to grant planning permission conditionally under reference number 2019/3138/P subject to the conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number 354038 and dated 14 February 2018 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990;
2.2	"Affordable Housing"	low cost housing for rent that meets the needs of people who cannot afford to occupy homes available on the open market in accordance with the National Planning Policy Framework and successor documents;
2.3	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act;
2.4	Approved Strategic Partner List	means a list approved periodically by the Council and published on the Council's website comprising Registered Providers that provide and manage Affordable Housing within the London Borough of Camden in accordance with the Council's objectives for Affordable Housing and who are interested in acquiring new and/or existing stock within the borough;
2.5	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring structural details and calculations and details of any necessary mitigation measures to demonstrate that sufficient loadings are to be maintained at all times at the interaction of the Development and the Public Highway so as to ensure that the stability of the Public Highway adjacent to the Development will not be compromised at any time during the Construction Phase or thereafter;
2.6	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways

		Structural team of the Basement Approval in Principle Application;
2.7	“the Burland Category of Damage”	an industry recognised category of structural damage as specified at Figure 11 of Camden Planning Guidance: Basements and shown in Schedule 11 annexed hereto;
2.8	“Business Parking Bay”	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated;
2.9	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay;
2.10	“the Certificate of Practical Completion”	the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed;
2.11	"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the London Affordable Rented Housing Units (or any number of them) in favour of the Chargee;
2.12	"Chargee"	means any mortgagee or chargee of the Registered Provider of the London Affordable Rented Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
2.13	“the Construction Apprentice Default Contribution”	the sum of £7,500 (seven thousand five hundred pounds) per apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision;
2.14	“the Construction Apprentice Support Contribution”	the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of

		this Agreement and to be applied by the Council to support the recruitment and training of apprentices;
2.15	“Construction Management Plan”	<p>a plan setting out the measures that the Owner will adopt in undertaking demolition works and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 8 hereto to ensure the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the features of Camden Town Conservation Area and neighbouring listed buildings;</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p>

		<p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;</p>
2.16	“the Construction Management Plan Implementation Support Contribution”	the sum of £22,816 (twenty two thousand eight hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase;
2.17	“the Council’s Considerate Contractor Manual”	the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden;
2.18	"Construction Phase"	the whole period between <ul style="list-style-type: none"> a) the Implementation Date; and b) the date of issue of the Certificate of Practical Completion;
2.19	“Construction Working Group”	a working group to discuss the draft Construction Management Plan and thereafter to be convened at regular intervals in accordance with the requirements of the approved Construction Management Plan and at all times the objectives of the group shall be to address any requirements in relation to: <ul style="list-style-type: none"> a) working hours and times of deliveries to the Property during the Construction Phase; and b) to hold regular meetings to liaise discuss advise and where appropriate make recommendations to the Owner; and

		<p>c) in respect of matters relating to demolition and construction works associated with the Development and the effects on the surrounding residents and occupants;</p> <p>so as to minimise disruption on the local community arising from the construction of the Development;</p>
2.20	"Date of Deemed Service"	<p>means, in each instance where a Chargee has served a Default Notice under Clause 7.12.1:</p> <p>(a) in the case of service by delivery by hand of the Default Notice to the Council's offices at 5 Pancras Square, London N1C 4AG during 9:30am to 4pm Monday to Friday, the date on which the Default Notice is so delivered; or</p> <p>(b) in the case of service by using first class registered post to the Council's offices at Town Hall, Judd Street, London WC1H 9LP the second working day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);</p>
2.21	"Detailed Basement Construction Plan"	<p>a plan to detail site-specific ground investigations and confirm the ground movement assessment and structural design and construction strategy for the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and to provide details of the mitigation measures necessary to be undertaken and put in place with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment Report dated 06 September 2019 prepared by Clancy Consulting and submitted in</p>

		<p>support of the Planning Application, the production of which is to include the following key stages:-</p> <ol style="list-style-type: none"> 1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (the “Basement Design Engineer”) AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and, 2. the Owner to procure the Basement Design Engineer formulates appropriate design plans to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:- <ul style="list-style-type: none"> (a)that the design plans have been prepared incorporating proper design and review input into the detailed design phase of the relevant part of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; (b)that the result of these appropriately conservative figures ensure that that the relevant parts of the Development will be
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		<p>undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “Very Slight” with reference to the Burland Category of Damage; and</p> <p>(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with the paragraphs (a) and (b) above provides a letter of professional certification confirming that the measures set out in sub-clauses (i)-(vi) below have been incorporated correctly and appropriately into the Detailed Basement Construction Plan and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;</p> <p>(i) (where available following the use of reasonable endeavours to obtain access) detailed structural appraisals and condition survey of all the Neighbouring Properties undertaken by an independent suitably qualified and experienced chartered surveyor;</p> <p>(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p>
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		<p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures in order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);</p> <p>(vi) measures to ensure ground water monitoring equipment and a displacement and vibration monitoring regime shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and that such</p>
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		<p>monitoring is not to terminate until the issue of the Certificate of Practical Completion (or such other time as is agreed by the Council in writing);</p> <p>3. the Owner to appoint a second independent suitably qualified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (the “Certifying Engineer”) AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these are to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written</p>
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		approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is in a form approved by the Certifying Engineer and has been formulated in accordance with the relevant terms and clauses of this Agreement;
2.22	"Default Notice"	means a notice in writing served on the Council by the Chargee under Clause 7.12.1 of the Chargee's intention to enforce its security over the relevant London Affordable Rented Housing Units;
2.23	"the Development"	Demolition of existing two storey building and erection of a part-four, part-five storey building (plus enlargement of existing basement and plant room at roof level) comprising retail (Class A1) at ground floor level fronting Camden High Street, 80-bed hotel (Class C1) and 3 x 2-bed residential units (social rented) (Class C3) fronting Delancey Street as shown on (Prefix: A277-MCO-XX) B0-DR-A-00109; G0-DR-A-00110; 01-DR-A-00111; ZZ-DR-A-00210; ZZ-DR-A-02111; XX-ZZ-DR-A-00212; ZZ-DR-A-00213; XX-DR-A-00101; XX-DR-A-00102; B0-DR-A-01109 (Rev 03); G0-DR-A-01110 (Rev 03); 01-DR-A-01111 (Rev 03); 02-DR-A-01112 (Rev 03); 03-DR-A-01113 (Rev 03); 04-DR-A-01114 (Rev 03); R0-DR-A-01115 (Rev 03); ZZ-DR-A-01210 (Rev 03); ZZ-DR-A-01211 (Rev 03); ZZ-DR-A-01212 (Rev 03); ZZ-DR-A-01213 (Rev 03); ZZ-DR-A-01300; ZZ-DR-A-01301; ZZ-DR-A-04101(Rev 03); B0-DR-A-12109; G0-DR-A-12110; 01-DR-A-12111; ZZ-DR-A-21101; ZZ-DR-A-21102; ZZ-DR-A-21103; XX-DR-A-31101; XX-DR-A-31102 Design & Access Statement, prepared by Morris and Co Architects; Planning Statement, prepared by Gerald Eve LLP; Daylight and Sunlight Assessment, prepared by Point 2 Surveyors; Noise Impact Assessment, prepared by 24 Acoustics; Air Quality Assessment, prepared by Phlorum; Transport Assessment (including

		<p>Travel Plan, Waste Strategy and Delivery and Servicing Management Plan), prepared by RGP; Energy Statement, prepared by PSH; Sustainability Strategy (including BREEAM Pre-Assessment), prepared by PSH; Draft Construction Management Plan, prepared by JLL; Statement of Community Involvement, prepared by Four Communications; Heritage, Townscape and Visual Impact Assessment (including Verified Views), prepared by KM Heritage; Sustainable Urban Drainage Strategy, prepared by Clancy; Structural Report, prepared by Clancy; Basement Impact Assessment, prepared by Clancy; Operational Statement, prepared by Whitbread; Arboricultural Survey Report and Statement prepared by Phlorum; Hotel and Visitor Economic Benefits Statement, prepared by Turley; Outline Structural Engineering and Basement Impact Assessment Report (Reference:2/8791, dated 06 September 2019) prepared by Clancy Consulting; Northern Line Alignment Plan; Window Sample Log WS1 dated 01 October 2019 by Clancy Consulting; Response to Council Comments - Sustainability, prepared by PSH;</p>
2.24	“the Employment and Training Contribution”	<p>the sum of £11,745.30 (eleven thousand seven hundred and forty-five pounds and thirty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards initiatives which create and promote employment and training opportunities;</p>
2.25	“the Employment and Training Plan”	<p>a plan setting out a package of measures to be adopted by the Owner in order for it to satisfy the obligations contained in paragraphs 1 and 2 of Schedule 5 to this Agreement;</p>
2.26	“End Apprenticeships” Use	<p>at least 2 (two) apprenticeships made available by the Owner in the completed Hotel in a range of roles related to the Hotel use and which may include (amongst</p>

		others) hospitality, business administration, finance, customer service and IT;
2.27	“the Energy Efficiency and Renewable Energy Plan”	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) the incorporation of the measures set out in the submission document entitled Energy Statement and dated June 2019 by PSH to achieve a 46.4% site wide reduction in CO2 emissions beyond the Part L 2013 baseline; b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development’s carbon emissions from low and zero carbon technologies located on the Property ensuring the Owner will target a reduction of at least 40% in carbon emissions in relation to the Property; c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; d) a building management system being an electronic system to monitor the Development’s heating cooling and the hours of use of plant; e) a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the

		<p>Development and satisfy the aims and objectives of the Council’s strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development’s future management and occupation; and</p> <p>g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;</p>
2.28	“the Highways Adoption Agreement”	an agreement under section 38 of the Highways Act 1980 entered into by the Council as Highway Authority and the Owner for the adoption of part of Delancey Street presently within the ownership of the Owner as shown outlined in yellow on Plan 3 for use as highway maintainable at the public expense by the Council
2.29	“the Highways Contribution”	<p>the sum of £40,262.02 (forty thousand two hundred and sixty two pounds and two pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following (“the Highways Works”):-</p> <p>i. repairing any construction damage to the Public Highway including any pavement, road and</p>

		<p>footway surfaces adjacent to the Property affected by the Construction Phase of the Development;</p> <p>ii. repave the footway adjacent to the Property and along its frontage on Camden High Street and Delancey Street as shown outlined in green and yellow on Plan 3 respectively; and</p> <p>iii. any other works the Council acting reasonably requires as a direct result of the Development;</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u>;</p>
2.30	"the Hotel"	the part of the Development permitted for use as an 80 bed hotel (Class C1);
2.31	"the Hotel Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Hotel and which may be reviewed and amended from time to time by the Owner as approved by the Council to include (but not be limited to) the following:</p> <p>(a) a code of conduct to be made available to occupiers of the Hotel setting out the standards by which the occupiers of the Hotel are expected to conduct themselves both within the Hotel (including any external areas) and the local area with a view to promote awareness of the need to ensure that both customer and staff behaviour both on and off the Hotel causes minimum impact on or disruption to local residents including signage / information to promote customer and staff awareness of the need to come and go quietly during night time and early morning;</p>

		<ul style="list-style-type: none"> (b) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues; (c) measures to ensure the Hotel will be staffed 24 hours a day with members of staff to be assigned as duty monitors to ensure adherence to the plan and to act as an on-call contact point for any complaints arising from residents; (d) a mechanism for the dissemination of information to occupiers of the Hotel; (e) to ensure that all hotel employees undergo the Metropolitan Police's Operation Makesafe training (or successor programme) seeking to raise awareness and recognise potential signs of child sexual exploitation; (f) details of the use and management (insofar as they are known at the date of submission of the Hotel Management Plan and any revisions of the same) of the extended ancillary areas including any private hire arrangements; (g) a plan setting out the system to be adopted by the Owner for managing taxi access to and from the Hotel; (h) a requirement to prevent coaches from accessing the site and measures to secure this requirement; and
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		(i) incorporation of community safety aspects in relation to managing the locality including CCTV and security to be provided at the Hotel in liaison with the Council's Community Presence Manager;
2.32	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(2) and (4) of the Act save that (for the purposes of this Agreement and for no other purpose) archaeological investigations, exploratory boreholes and ground investigations in connection with the proposed basement works shall not constitute a material operation and shall not therefore Implement the Development and references to "Implementation" and "Implement" shall be construed accordingly;
2.33	"Intention Notice"	means a notice in writing served on the Chargee by the LPA under Clause 7.12 that the Council is minded to purchase the relevant London Affordable Rented Housing Units;
2.34	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry;
2.35	"Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway;
2.36	"Local Procurement Code"	the code annexed at Schedule 9 hereto;
2.37	"London Affordable Rented Housing Units"	the 3 (three) units of London Affordable Rented Housing forming the Affordable Housing in the Development comprising 3 (three) two bedroom 3 person units as shown edged red on Plan 2;
2.38	"London Affordable Rented Housing"	a tenure of Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market in perpetuity such that homes provided:-

		<p>(a) meet the following weekly rent benchmarks (exclusive of service charge) £164.24 per week for 2-bedroom units, as set out at Table 1 of the Mayor of London’s “Homes for Londoners; Affordable Homes Programme 2016-2021” as updated from time to time or as set out in any subsequent equivalent document confirmed by the Council as being applicable;</p> <p>(b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;</p> <p>(c) are consistent with the requirements set out for Social Rented Housing in the National Planning Policy Framework;</p> <p>(d) are consistent with the information in relation to Social Rented Housing set out in Camden’s Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and its successor policies and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and</p> <p>(e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of London Affordable Rented Housing Units within the Development and which shall provide the Council with the right to nominate prospective tenants or lessees for 100% of the London Affordable Rented Housing Units on</p>
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		their first letting and on relets to nominate prospective tenants or lessees for 75% of the London Affordable Rented Housing Units (with 5% of such nominations being determined by the GLA's pan-London Housing Moves Scheme (or such successor scheme as may be adopted from time to time));
2.39	"Monitoring Fee"	means the amount of £12,270.60 (twelve thousand two hundred and seventy pounds and sixty pence) to be applied by the Council towards monitoring compliance with the planning obligations within this Agreement only;
2.40	"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under Clause 7.12.1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);
2.41	"Neighbouring Properties"	neighbouring properties to the Development including 111-113, 121-123 Camden High Street, 1, 1A, 3, 7, 9 Delancey Street and 100-102, 104 Arlington Road;
2.42	"Option"	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with Clause 7.13 for the purchase of the London Affordable Rented Housing Units;
2.43	"Occupation Date"	the date when any part of the Development is occupied for a purpose permitted by the Planning Permission which for the avoidance of doubt shall not include persons carrying out fitting out or marketing of the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly;
2.44	"the Parties"	mean the Council the Owner the Mortgagee and the Interested Party;
2.45	"Pedestrian, Cycling and Environmental"	the sum of £70,000 (seventy thousand pounds) to be paid by the Owner to the Council in accordance with the

	Improvement Contribution”	terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of pedestrian / walking improvement scheme on Arlington Road only and the provision of 3 on-street cycle stands in the vicinity of the Development;
2.46	"the Planning Application"	the planning application in respect of the Development of the Property submitted to the Council and validated on 18 June 2019 with reference number 2019/3138/P;
2.47	“Planning Obligations Monitoring Officer”	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at clause 7.1;
2.48	“Plan 1”	the plan showing the Property annexed at Schedule 2;
2.49	“Plan 2”	the plans numbered A277-MCO-XX-01-DR-A-01111, A277-MCO-XX-01-DR-A-01112 and A277-MCO-XX-01-DR-A-01113 showing the London Affordable Rented Housing Units and annexed at Schedule 2;
2.50	“Plan 3”	the plan numbered A277-MCO-XX-GO-DR-A-0003 showing the areas in yellow on Delancey Street and in green on Camden High Street to be repaved by the Council following payment of the Highways Contribution;
2.51	"the Planning Permission"	the planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed at Schedule 1;
2.52	“the Project Architect”	Morris and Company of 16-24 Underwood Street, London N1 7JQ;
2.53	"the Property"	the land known as 115, 117 and 119 Camden High Street and 2, 4, 6 and 8 Delancey Street London NW1 7JS as shown shaded green on Plan 1;
2.54	“the Public Highway”	any carriageway footway and/or verge adjoining to the Property maintainable at public expense;
2.55	“Public Open Space Contribution”	the sum of £11,848.68 (eleven thousand eight hundred and forty eight pounds and sixty eight pence) to be paid by Owner to the Council in accordance with the terms

		of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development;
2.56	“Registered Provider”	a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council’s Approved Strategic Partner List;
2.57	“Regulator”	means the Regulator of Social Housing established pursuant to section 80A of Part 2 of the Housing and Regeneration Act 2008 (as amended by the Legislative Reform (Regulator of Social Housing) (England) Order 2018) and any successor organisation;
2.58	“Residents Parking Bay”	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
2.59	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays;
2.60	“Requisite Levels”	the maximum night time internal levels for the London Affordable Rented Housing Units where the windows and doors are kept closed stated in the Noise and Vibration Impact Assessment, prepared by 24 Acoustics and submitted in support of the Planning Application;
2.61	“the Servicing Management Plan”	a plan setting out a package of measures to be adopted by the Owner and approved by the Council for the management of the deliveries and servicing of the Development securing the minimisation of service vehicles with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

		<ul style="list-style-type: none"> (a) requirements for delivery and servicing vehicles in connection with the use of the Hotel to load/unload from the servicing yard at Signmakers Yard only; (b) a strategy to mitigate adverse impacts from servicing vehicles (including the use of banksmen) and be limited to off-peak hours only (servicing being prohibited between the hours of 8.30am – 9.30am and 5.30pm – 6.30pm) entering Signmakers Yard to cyclists and pedestrians on Delancey Street; (c) requirements for delivery and servicing vehicles in connection with the use of the London Affordable Rented Housing Units; (d) requirements for the delivery and servicing of vehicles in connection with the retail use within the Development; (e) details of the management responsible for directing and receiving deliveries to the Property; (f) measures to avoid a number of delivery vehicles arriving at the same time; (g) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts; (h) likely nature of goods to be delivered; (i) the likely size of the delivery and servicing the Development;
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		<p>(j) measures to be taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;</p> <p>(k) measures to be taken to address servicing movements on and around the Development with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(l) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Development in accordance with the drawings submitted and agreed with the Council;</p> <p>(m) details of arrangements for refuse storage and servicing from the Development; and,</p> <p>(n) the identification of a means of ensuring the provision of information to the Council and provision of a mechanism for the review and update of this plan as may be required from time to time to mitigate risks to pedestrians and cyclists and to be undertaken in the event of Public Highway alterations including the installation of cycle lanes on Delancey Street (but which shall not include the prevention of delivery and servicing vehicles loading / unloading from the servicing yard at Signmakers Yard);</p>
2.62	"Sums Due"	means all sums due to a Chargee of the London Affordable Rented Housing Units pursuant to the terms

		of its Charge including all interest and reasonable legal and administrative fees costs and expenses
2.63	“the Sustainability Plan”	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Statement dated June 2019 by PSH and sustainable design measures and climate change adaptation measures in line with policies contained in the Council’s Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);</p> <p>(b) achieve a maximum internal water use of 105 litres/person/day in respect of the London Affordable Rented Housing Units, allowing 5 litres/person/day for external water use;</p> <p>(c) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Development (excluding the London Affordable Rented Housing Units) with a target of achieving Excellent and attaining at least 61% of the credits in Energy, 64% in Materials and 67% in Water categories;</p> <p>(d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic</p>

		<p>policies on sustainability contained within its Development Plan;</p> <p>(e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(f) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;</p>
2.64	"the Travel Plan"	<p>a plan to be prepared in relation to the Development (excluding the London Affordable Rented Housing) setting out a package of measures to be adopted by the Owner in its management with a view to inter alia reducing trips in motor vehicles to and from each respective space and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Schedule 10 hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date (of the respective spaces in the Development) including provision of a TRICS after survey</p>

		<p>ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date of the respective spaces in the Property;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date (of the respective spaces in the Development) using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date (for each respective space in the Property) and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time.</p>
2.65	"the Travel Plan Monitoring Contribution"	the sum of £9,618 (nine thousand six hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan in respect of the Property over a six year period from the date of first Occupation of the Development;

2.66	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan to each respective space with a view to securing an ongoing process of continuous improvement;
2.67	"Tree Replacement Contribution"	the sum of £2,343.00 (two thousand three hundred and forty-three 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 cost of planting three replacement trees on Delancey Street and ongoing maintenance for a 3 year period;

NOW THIS DEED WITNESSETH as follows:-

3. Construction of this Deed

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

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

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9, 10 and 11 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title or in the case of the Council any successor to their statutory function.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with paragraph 2 of Schedule 7 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner will observe and perform the covenants and undertakings contained in Schedules 3, 4, 5, 6 and 7 as planning obligations for the purposes of the 1990 Act and as covenants under Section 16 of the Greater London Council (General Powers) Act 1974 and Section 111 of the Local Government Act 1972.

5. **OBLIGATIONS OF THE COUNCIL**

- 5.1 The Council hereby covenants with the Owner as follows:

- 5.2.1 to observe and perform any covenants and undertakings given by the Council to the Owner within Schedules 3, 4, 5, 6 and 7 to this Agreement

- 5.2.2 where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed;
- 5.2.3 in the event of receipt of any financial contribution from the Owner pursuant to this Agreement the Council covenants to spend (or commit to a programme of expenditure) such financial contributions for the purposes specified in this Agreement for which the contributions are paid only;
- 5.2.4 save for in relation to the Highways Contribution to which paragraphs 3.5 to 3.7 (inclusive) of Schedule 7 apply, in the event that any part of any financial contribution paid to the Council by the Owner pursuant to this Agreement has not been spent (or irrevocably committed for expenditure) within 10 years of the Occupation Date and unless the Owner and the Council agree otherwise, the Council covenants on written request from the Owner to repay such sums or amounts (or such part thereof) to the Owner (or its successor in title or assigns, as the case may be) within 28 days of the Owner's written request.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting the Planning Permission reference 2019/3138/P the date upon which the Development is ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation

within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2019/3138/P.
- 6.7 Payment of any financial contribution pursuant to clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2019/3138/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 6.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 6.9 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.

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to

planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2019/3138/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council the Monitoring Fee and its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 7.6 Neither the Owner the Mortgagee or the Interested Party nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of the Agreement.
- 7.9 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Property or any part of it in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.
- 7.10 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

AFFORDABLE HOUSING MORTGAGEE EXEMPTION

- 7.11 The restrictions contained in paragraph 1 of Schedule 4 hereof shall not be binding upon a Chargee of the London Affordable Rented Housing Units.
- 7.12 In order to benefit from clause 7.11 a Chargee must:
- 7.12.1 serve a Default Notice on the Council by delivery by hand or using first class registered post to the Council's office at Town Hall, Judd Street, London WC1H 9LP during 9:30am to 4pm Monday to Friday in either case addressed to the Borough Solicitor prior to seeking to dispose of the relevant London Affordable Rented Housing Units also sending a copy by electronic mail to PlanningObligations@camden.gov.uk quoting the planning reference number 2019/3138/P;
 - 7.12.2 when serving the Default Notice, provide to the Council official copies of the HMLR title registers for the relevant London Affordable Rented Housing Units; and
 - 7.12.3 subject to clause 7.16 below, not exercise its power of sale over or otherwise dispose of the relevant London Affordable Rented Housing Units during the Moratorium Period except in accordance with clause 7.1 or 7.17 below.
- 7.13 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee

7.14 Not later than 15 working days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an Option to purchase the relevant London Affordable Rented Housing Units which shall contain the following terms:

7.14.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

7.14.2 the price for the sale and purchase will be agreed in accordance with clause 7.15.2 below or determined in accordance with clause 7.16 below;

7.14.3 provided that the purchase price has been agreed in accordance with clause 7.15.2 below or determined in accordance with clause 7.16 below, but subject to clause 7.14.4 below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant London Affordable Rented Housing Units at any time prior to the expiry of the Moratorium Period;

7.14.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option or (ii) the expiry of the Moratorium Period; and

7.14.5 any other terms agreed between the parties to the Option (acting reasonably).

7.15 Following the service of the Intention Notice:

7.15.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the London Affordable Rented Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

7.15.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant London Affordable Rented Housing Units, which shall always be the higher of:

- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant London Affordable Rented Housing Units contained in paragraph 1 of Schedule 4 of this Agreement; and
- (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

7.16 On the date falling 10 working days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to clause 7.15.2(a) above:

7.16.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

7.16.2 if, on the date falling 15 working days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute

7.16.3 Once appointed:

- (a) the independent surveyor shall determine the price reasonably obtainable referred to at clause 7.15.2(a) above, due regard being had to all the restrictions imposed upon the relevant London Affordable Rented Housing Units by this Agreement;
- (b) the independent surveyor shall act as an expert and not as an arbitrator;
- (c) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (d) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the

Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

- (e) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

7.17 The Chargee may dispose of the relevant London Affordable Rented Housing Units free from the obligations and restrictions contained in paragraph 1 of Schedule 4 of this Agreement which shall determine absolutely in respect of those London Affordable Rented Housing Units (but subject to any existing tenancies) if:

7.17.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

7.17.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant London Affordable Rented Housing Units on or before the date on which the Moratorium Period expires; or

7.17.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing that it no longer intends to exercise the Option.

7.18 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 7.12 to 7.17 above (inclusive).

7.19 For the purposes of clause 7.12.1 of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2019/3138/P for the Default Notice to be properly served:-

7.19.1 The Chief Executive;

7.19.2 The Executive Director of Supporting Communities;

7.19.3 The Director of Regeneration and Planning;

7.19.4 The Borough Solicitor;

7.19.5 The Head of Development Management;

7.19.6 The Housing Commissioning and Partnership Manager; and

7.19.7 The Planning Obligations Monitoring Officer.

7.20 The restrictions contained in paragraph 1 of Schedule 4 hereof shall not be binding upon any tenant (any person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargees) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any other statutory provision for the time being in force in respect of a particular London Affordable Rented Housing Unit; or

7.21 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of any London Affordable Rented Housing Units to such a tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property in accordance with clause 8.2 below.

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

9. **INTERESTED PARTY**

9.1 The Interested Party hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided for at Clause 7.4 hereof and for the avoidance of doubt the interested Party agrees to be bound by the covenants and undertakings contained in Schedules 3, 4, 5, 6 and 7 as planning obligations but only in the event that the Interested Party acquires a freehold or leasehold interest in any part of the Property in which case the Interested Party will be bound as if it were the Owner.

10. **RIGHTS OF THIRD PARTIES**

10.1 No provision of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

11. **JURISDICTION**

11.1 This Agreement is governed and interpreted in accordance with the law of England and the Parties agree that the Courts of England shall have jurisdiction to settle any dispute or claim arising out of or in connection with this agreement

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

EXECUTED AS A DEED BY)
DEMAR (BVI) HOLDINGS LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....

Director

.....

Director/Secretary

EXECUTED as a Deed)
By EUROBANK PRIVATE BANK)
LUXEMBOURG, S.A., LONDON BRANCH)
by)
in the presence of:-)

.....

EXECUTED AS A DEED BY)
PREMIER INN OCHRE LIMITED)
in the presence of:)

.....

Witness Signature

Witness Name

Address

Occupation

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

.....

Authorised Signatory

SCHEDULE 1

The draft Planning Permission

Application ref: 2019/3138/P
Contact:
Tel: 020 7974
Date: 16 December 2020

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Gerald Eve LLP
72
Welbeck Street
LONDON
W1G 0AY

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
115-119 Camden High Street
London
NW1 7JS

Proposal:

DECISION
Demolition of existing two storey building and erection of a part-four, part-five storey building (plus enlargement of existing basement and plant room at roof level) comprising retail (Class A1) at ground floor level fronting Camden High Street, 80-bed hotel (Class C1) and 3 x 2-bed residential units (social rented) (Class C3) fronting Delancey Street.

Drawing Nos: (Prefix: A277-MCO-XX) B0-DR-A-00109; G0-DR-A-00110; 01-DR-A-00111; ZZ-DR-A-00210; ZZ-DR-A-02111; XX-ZZ-DR-A-00212; ZZ-DR-A-00213; XX-DR-A-00101; XX-DR-A-00102; B0-DR-A-01109 (Rev 03); G0-DR-A-01110 (Rev 03); 01-DR-A-01111 (Rev 03); 02-DR-A-01112 (Rev 03); 03-DR-A-01113 (Rev 03); 04-DR-A-01114 (Rev 03); R0-DR-A-01115 (Rev 03); ZZ-DR-A-01210 (Rev 03); ZZ-DR-A-01211 (Rev 03); ZZ-DR-A-01212 (Rev 03); ZZ-DR-A-01213 (Rev 03); ZZ-DR-A-01300; ZZ-DR-A-01301; ZZ-DR-A-04101 (Rev 03); B0-DR-A-12109; G0-DR-A-12110; 01-DR-A-12111; ZZ-DR-A-21101; ZZ-DR-A-21102; ZZ-DR-A-21103; XX-DR-A-31101; XX-DR-A-31102

Design & Access Statement, prepared by Morris and Co Architects; Planning Statement, prepared by Gerald Eve LLP; Daylight and Sunlight Assessment, prepared by Point 2 Surveyors; Noise Impact Assessment, prepared by 24 Acoustics; Air Quality Assessment, prepared by Phlorum; Transport Assessment (including Travel Plan, Waste Strategy and Delivery and Servicing Management Plan), prepared by RGP; Energy Statement, prepared by PSH; Sustainability Strategy (including BREEAM Pre-Assessment), prepared by PSH; Draft Construction Management Plan, prepared by JLL; Statement of Community Involvement, prepared by Four Communications; Heritage, Townscape and Visual Impact Assessment (including Verified Views), prepared by KM Heritage; Sustainable Urban Drainage Strategy, prepared by Clancy; Structural Report, prepared by Clancy; Basement Impact Assessment, prepared by Clancy; Operational Statement, prepared by Whitbread; Arboricultural Survey Report and Statement prepared by Phlorum; Hotel and Visitor Economic Benefits Statement, prepared by Turley; Outline Structural Engineering and Basement Impact Assessment Report (Reference:2/8791, dated 06 September 2019) prepared by Clancy Consulting; Northern Line Alignment Plan; Window Sample Log WS1 dated 01 October 2019 by Clancy Consulting; Response to Council Comments - Sustainability, prepared by PSH

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

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

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

Condition(s) and Reason(s):

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

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

- 2 Approved drawings

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

(Prefix: A277-MCO-XX) B0-DR-A-00109; G0-DR-A-00110; 01-DR-A-00111; ZZ-DR-A-00210; ZZ-DR-A-02111; XX-ZZ-DR-A-00212; ZZ-DR-A-00213; XX-DR-A-00101; XX-DR-A-00102; B0-DR-A-01109 (Rev 03); G0-DR-A-01110 (Rev 03); 01-DR-A-01111 (Rev 03); 02-DR-A-01112 (Rev 03); 03-DR-A-01113 (Rev 03); 04-DR-A-01114 (Rev 03); R0-DR-A-01115 (Rev 03); ZZ-DR-A-01210 (Rev 03); ZZ-DR-A-01211 (Rev 03); ZZ-DR-A-01212 (Rev 03); ZZ-DR-A-01213 (Rev 03); ZZ-DR-A-01300; ZZ-DR-A-01301; ZZ-DR-A-04101(Rev 03); B0-DR-A-12109; G0-DR-A-12110; 01-DR-A-12111; ZZ-DR-A-21101; ZZ-DR-A-21102; ZZ-DR-A-21103; XX-DR-A-31101; XX-DR-A-31102

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

3 Detailed drawings/samples

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

- a) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors at a scale of 1:10;
- b) Sample panel of the proposed brickwork (including main building and chamfered set-backs) to show type, colour, bond, mortar mix, joint and pointing to be provided on site;
- c) Sample panel of perforated metalwork and reconstituted stonework to be provided on site;
- d.) Details of the retail shopfront at a scale of 1:20 to include windows, doors and fascia area
- e) Details of the external lighting strategy, including detailed drawings of light fittings, location and luminance levels.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the Camden Local Plan 2017.

4 Piling Method Statement

No impact piling to commence until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy A5 of the Camden Local Plan 2017.

5 External fixtures

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

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

6 Refuse and recycling

Prior to first occupation of each of the relevant uses in each building, details of waste and recycling storage for the development shall be submitted to and approved in writing by the local planning authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the use hereby permitted, and shall thereafter be retained solely for its designated use.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CC5 of the Camden Local Plan 2017.

7 Fire Statement

No above ground new development for each of the relevant uses shall commence until a Fire Statement for the relevant uses has been submitted to and approved in writing by the Local Planning Authority. The Fire Statement shall be produced by an independent third party suitably qualified assessor which shall detail the building's construction, methods, products and materials used; the means of escape for all building users including those who are disabled or require level access together with the associated management plan; access for fire service personnel and equipment; ongoing maintenance and monitoring and how provision will be made within the site to enable fire appliances to gain access to the building. The relevant uses of the development shall be carried out in accordance with the approved details.

Reason: In order to provide a safe and secure development in accordance with policy D11 of the Draft London Plan.

8 Sustainable Urban Drainage Strategy

Prior to commencement of any development other than works of demolition, site clearance & preparation, details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority.

Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC1, CC2 and CC3 of the Camden Local Plan.

9 Water efficiency

The residential element of the development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation of each residential unit, evidence demonstrating that this has been achieved shall be submitted and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2 and CC3 of the Camden Local Plan.

10 Non-road mobile machinery

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

Reason: To ensure that air quality is not adversely affected by the development in accordance with policy CC4 of the Camden Local Plan 2017, and policy 7.14 of the London Plan and the Mayor's SPG: The Control of Dust and Emissions During Construction and Demolition.

11 Land contamination

Prior to the commencement of work, a scheme including the following components to address the risk associated with site contamination shall be submitted to and approved in writing by the LPA.

- a) A site investigation scheme based on the Phase 1 Geo - Environmental Desk Study (Ref 10/1345/001), by Clancy Consulting Ltd to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;
- b) The results of the investigation and detailed risk assessment referred to in (a) and, based on these, in the event that remediation measures are identified necessary, a remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
- c) A verification report demonstrating the works set out in the remediation strategy have been undertaken.

Any investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11). In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported immediately to the LPA.

For the avoidance of doubt, this condition can be discharged on a section by section basis.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

12 Plant and equipment

The external noise level emitted from plant, machinery or equipment at the development with suggested mitigation measures hereby approved shall be lower than the lowest existing background noise level by at least 10dBA, by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

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

13 Anti-vibration measures

Prior to installation of machinery, plant or equipment and ducting at the development each item shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

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

14 Method statement - below ground structures

The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- Provide details on all structures;
- Accommodate the location of the existing London Underground structures and tunnels;
- Accommodate ground movement arising from the construction thereof; and
- Mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on strategic transport infrastructure in accordance with the requirements of Policies A1 and T1 of the London Borough of Camden Local Plan 2017.

15 Noise Levels between uses

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

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise from external noise sources in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

16 Cycle parking

Prior to occupation of any use, the following cycle parking (as shown on drawing no. 0110 P01-R03) shall be provided in its entirety:

- a) Secure and covered parking for 6 residential cycle spaces
- b) Secured and covered parking for 5 commercial staff spaces
- c) Re-provision of existing cycle parking in Signmaker's Yard

All such facilities shall thereafter be permanently maintained and retained solely for its designated use.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policies T1 and T3 of the Camden Local Plan 2017 and the London Plan.

17 Mechanical Ventilation and NO2 Filtration

Prior to occupation of any use, evidence that an appropriate NO2 filtration system on the mechanical ventilation intake has been installed and a detailed mechanism to secure maintenance of this system should be submitted to the Local Planning Authority and approved in writing.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4.

18 Construction related impacts - Monitoring:

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

a. prior to installing monitors, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;

b. prior to commencement, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

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

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4.

19 Mechanical Ventilation

Prior to commencement of above-ground development, full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler and kitchen extract and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4.

20 Access - Hotel Rooms

Prior to the commencement of use of the hotel, detailed plans of the 8 (10%) fully wheelchair accessible rooms shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure that the internal layout of the building makes sufficient provision for the needs of people with disabilities in accordance with the requirements of policy C6 of the Camden Local Plan 2017.

21 Access - Hotel Lounge/Check-in Desk

Notwithstanding the hereby approved plans, detailed plans of the hotel lounge and check in areas shall be submitted to and approved in writing by the local planning authority to ensure the provision of an accessible level area is provided.

Reason: To ensure the development provides fair access for all in accordance with the requirements of Policy C6 of the Camden Local Plan 2017.

22 Access - Residential units

The three residential units shall be designed and constructed in accordance with Building Regulations Part M4 (2) with the exception of the provision of step-free access.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the Camden Local Plan 2017.

23 Ground Gas

Prior to the commencement of work for each section of the development or stage in the development as may be agreed in writing by the Local Planning Authority (LPA) a scheme including the following components to address the risks associated with the ground gassing regime shall be undertaken.

Based on the recommendations made in the Phase 1 Geo - Environmental Desk Study Report (Ref 10/1345/001), by Clancy Consulting Ltd, ground gas monitoring shall include monitoring during periods of low atmospheric pressure and gas risk assessments.

The gas regime shall be characterised in accordance with best practice methodology using the guidelines in the CIRIA C665 report titled 'Assessing risks posed by hazardous ground gases to buildings' (Wilson et al, 2007).

In the event that gas protection measures are required to reduce the risks of methane and carbon dioxide to acceptable levels, a verification report shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the risks from ground gas and vapours are minimised to comply with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

24 Entertainment noise levels

Prior to occupation, details of entertainment noise levels that demonstrate the following levels would be met shall be submitted to and approved in writing by the local planning authority:

- Noise at 1 metre external to a sensitive façade, Day and evening 0700-2300, LAeq' 5min shall not increase by more than 5dB*
- Noise at 1 metre external to a sensitive façade Night 2300-0700, LAeq' 5min shall not increase by more than 3dB*
- Noise inside any habitable room of any noise sensitive premises, with the windows open or close Night 2300-0700, LAeq' 5min (in the 63Hz Octave band measured using the 'fast' time constant) should show no increase in dB*

* As compared to the same measure, from the same position, and over a comparable period, with no entertainment taking place.

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

25 Display of advertisements

Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) Regulations 2007 (or any regulations revoking and re-enacting those regulations with or without modification) no advertisements shall be erected on the premises other than those expressly approved in this application. They shall be displayed in full accordance with the approval and details approved, and there shall be no addition of illumination or any other material alteration in the manner or extent of the advertisement without the prior written permission of the local planning authority.

Reason: To safeguard the visual amenity of the area, preserve the character and appearance of the conservation area, and ensure that the external appearance of the building is satisfactory in accordance with policies D1 and D2 of the Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921.
- 7 In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. The applicant is advised to visit thameswater.co.uk/buildover.
- 8 A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens).

Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent. Applications should be made at

<https://wholesale.thameswater.co.uk/Wholesale-services/Businesscustomers/Trade-effluent> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200.

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

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

Yours faithfully

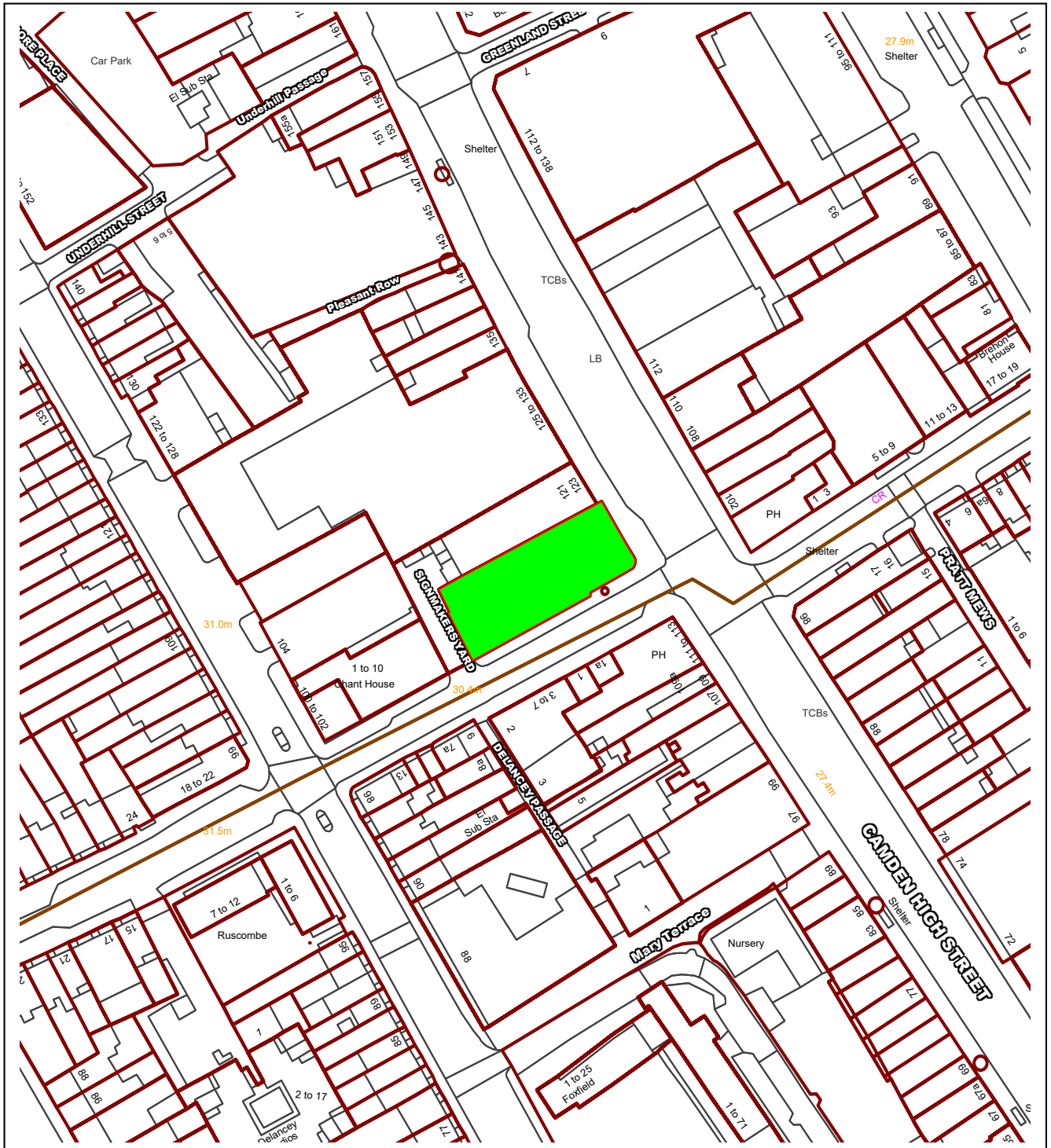
Supporting Communities Directorate

SCHEDULE 2

The Plans

Plans 1, 2 and 3

**PLAN 1 - 115, 117 and 119 Camden High Street and
2, 4, 6 and 8 Delancey Street London**



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KEY LEGEND
 Social Affordable Housing Unit

revision	date	amendment
-	07.06.2019	PLANNING ISSUE
01	21.06.2019	CYCLE PARKING IN SIGN MAKERS YARD
02	15.07.2019	REVISED RESIDENTIAL LAYOUT
03	04.10.2019	REVISED ELEVATIONS, BASEMENT AND HOTEL INTERNAL LAYOUTS



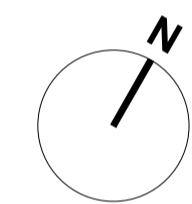
MORRIS+COMPANY
 Unit 7, 16-24 Underwood Street, London N1 7JQ
 Tel: +44 (0)20 7566 7440 Fax: +44 (0)20 7014 3119
 www.morrisandcompany.com

- Do not scale from this drawing
- All dimensions to be checked on site by the Contractor
- And such dimensions to be their responsibility
- Report all drawing errors and omissions to the Architect
- All dimensions in millimeters unless noted otherwise
- If in doubt ask Contract Administrator

job title		115-119 Camden High Street					
drawing title / location		Proposed First Floor Plan					
status	Stage 3						
date	04/10/19						
scale	1 : 100 @ A1			1:200 @ A3			
project	originator	zone	level	type	role	number	status - revision
A277	MCO	XX	01	DR	A	01111	P01-R03



KEY LEGEND
 Social Affordable Housing Unit



revision	date	amendment
-	07.06.2019	PLANNING ISSUE
01	21.06.2019	CYCLE PARKING IN SIGN MAKERS YARD
02	15.07.2019	REVISED RESIDENTIAL LAYOUT
03	04.10.2019	REVISED ELEVATIONS, BASEMENT AND HOTEL INTERNAL LAYOUTS



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job title
115-119 Camden High Street

drawing title / location
Proposed Second Floor Plan

status **Stage 3**
 date **04/10/19**

scale **1 : 100 @ A1** **1:200 @ A3**

project	originator	zone	level	type	role	number	status - revision
A277	MCO	XX	02	DR	A	01112	P01-R03



KEY LEGEND
 Social Affordable Housing Unit

revision	date	amendment
-	07.06.2019	PLANNING ISSUE
01	21.06.2019	CYCLE PARKING IN SIGN MAKERS YARD
02	15.07.2019	REVISED RESIDENTIAL LAYOUT
03	04.10.2019	REVISED ELEVATIONS, BASEMENT AND HOTEL INTERNAL LAYOUTS



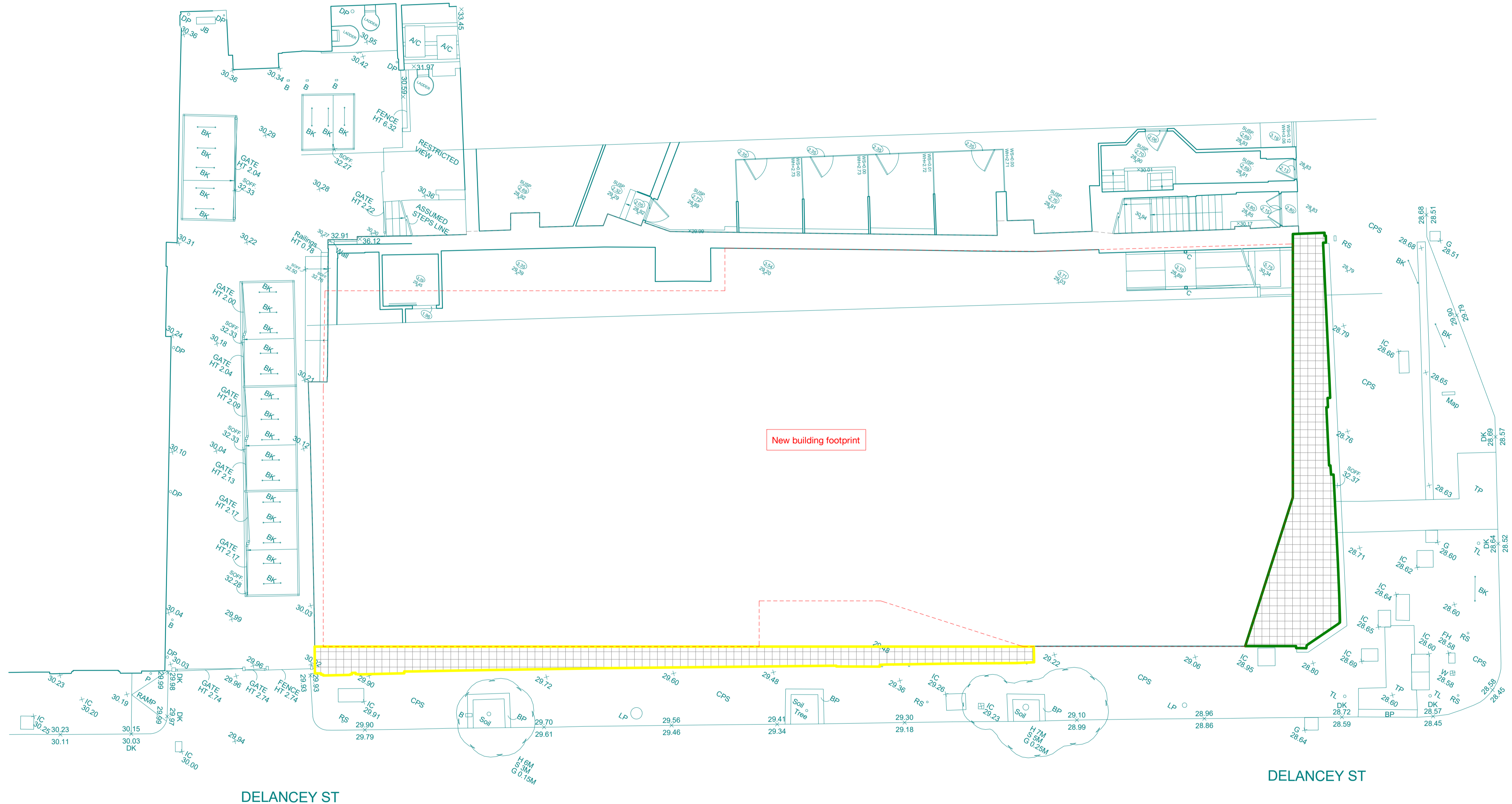
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job title
115-119 Camden High Street

drawing title / location
Proposed Third Floor Plan

status	Stage 3						
date	04/10/19						
scale	1 : 100 @ A1				1:200 @ A3		
project	originator	zone	level	type	role	number	status - revision
A277	MCO	XX	03	DR	A	01113	P01-R03



KEY LEGEND

- Proposed building footprint
- Existing building footprint
- Existing building survey plan
- Area to be dedicated as highway land to Camden High Street
- Area to be dedicated as highway land to Delancey Street

NOTE:

- Existing site and definition of red line plot boundary as shown in the Title Plan and Land Register documents received from client and existing building OS datum survey is derived from drawings produced by Lane & Frankham.
- Existing building survey information is derived from drawings produced by Point2Surveyors.

General Notes:

- These drawings have been produced by Morris+Company Ltd and reflect the current position of the scheme development at RIBA Stage 4; they should be read in conjunction with the following information prepared by Morris+Company Ltd:
 - Outline Specification
 - Designer's Health & Safety Risk Register
 - Project Risk Register

This information should also be read in conjunction with the following information, prepared by other consultants, in order to demonstrate a coordinated design proposal at RIBA Stage 4:

- Internal Layout Detailed Drawings (AXIOM)
- Structural Engineers Drawings and Specification (Clancy)
- MEP Engineers Drawings and Specification (PSH Consulting)
- Acoustic Report (24 Acoustic)
- Transport & Servicing Strategy Report (RGP)
- Fire Strategy Report (CS Todd)
- Approved Inspector Report (BRCS)

It should be noted that some areas of the scheme still require input from the specialist consultants in order to develop the design. Without input from these specialist consultants the design is based on a series of assumptions and may be subject to design changes in the next stage. These are listed below, but not limited to:

- Sustainability consultant
- Landscape Architect
- Facade Access and Maintenance Consultant

Survey Information:

- These drawings combine survey and site information produced by others and provided by client.
- Levels information received from Lane & Frankham and Point2Surveyors.

Areas:

- All areas provided are intended for illustrative purposes only.
- Morris+Company advise that the validity of all quantities and numbers be subject to a detailed check, audit and sign off by an RICS chartered surveyor.

Health and Safety:

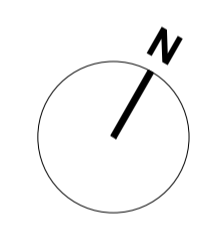
- The drawing shall be read in conjunction with the health and safety information to be provided in the tender document and/or within the pre-construction information.
- Before commencement of works associated with the drawing refer to all relevant health and safety information for the works including residual risk information.
- The hazards noted are in addition to the normal hazards & risks faced by a competent contractor when dealing with the type of works detailed on this drawing.

Other:

- Morris+Company's scope is limited to the design intent and performance requirements for the external envelope of the building, from ground floor DPC level to roof excluding any separate internal lining.
- All floor to ceiling heights have been driven by the interior architect's brief following the tenant's turnkey specification.
- Morris+Company do not accept any liability for decisions or actions derived from interpretation, extrapolation or use of the areas shown.
- Awaiting for party wall information.

TO BE PRINTED IN COLOUR

revision	date	amendment



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job title	115-119 Camden High Street						
drawing title / location	Area to be dedicated as highway land plan						
status	Stage 4						
date	10/29/20						
scale	1:100 @ A1			1:200 @ A3			
project	originator	zone	level	type	role	number	status - revision
A277	MCO	XX	GO	DR	A	00003	

SCHEDULE 3

Construction

The Owner hereby covenants with the Council as follows:-

1. CONSTRUCTION MANAGEMENT PLAN

1.1 On or prior to the Implementation Date:

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

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

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

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

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

2 CONSTRUCTION WORKING GROUP

2.1 Prior to the Implementation Date to invite the following to become members of the Construction Working Group at their own expense:

- (a) representatives of the local residents, existing residents' associations or any other bodies or groups representing the owners and or occupiers and/or businesses in the immediate locality subject to a maximum of five (5) persons
- (b) the appointed project manager for the Development plus one additional representative as may be nominated by the Owner from time to time
- (c) any other person or persons having a direct interest in the management of the Construction Phase as the case may be reasonably nominated by the Council (subject to a maximum of two (2) persons)

2.2 To

- (a) procure that the project manager for the Development (or any other appropriate professional representatives of the Owner that the Parties agree) shall be a member of the Construction Working Group and shall attend all meetings of the Construction Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the resident's institutions and businesses and other interested parties about the operation of the Construction Working Group such person to organise and attend all meetings of the Construction Working Group; and
- (c) ensure an appropriate venue within easy walking distance of the Property is procured for each meeting of the Construction Working Group.

2.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Working Group to all members of the Construction Working Group.

- 2.4 To ensure that meeting(s) of the Construction Working Group take place prior to submission of the Construction Management Plan to the Council and to ensure that further meetings take place at regular intervals as the Construction Working Group decides during the Construction Phase ALWAYS PROVIDED that any member of the Construction Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days' notice to the Liaison Officer to convene a meeting of the Construction Working Group and a meeting of the Construction Working Group so convened shall consider matters specified in the notice as requiring discussion.
- 2.5 To ensure that accurate written minutes are kept of each meeting of the Construction Working Group recording discussion and any recommendations of the Construction Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within ten (10) days of each meeting).
- 2.6 In the event of the majority of members of the Construction Working Group (having had particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the construction of the Development during the Construction Phase the Owner agrees to use reasonable endeavours to adopt any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case.
- 2.7 The Owner shall expeditiously take any action reasonably necessary to deal with any reasonable complaints received in connection with the construction of the Development during the Construction Phase (and shall give each meeting of the Construction Working Group written information about any such complaints received and action taken in respect of them).

3 DETAILED BASEMENT CONSTRUCTION PLAN

- 3.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 3.3 To respond to any further questions and requests for further information about the submitted Detailed Basement Construction Plan from the Council AND IN THE EVENT that any further technical assessment is reasonably required by the Council the Owner agrees to reimburse the Council for any costs expended which require the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted Detailed Basement Construction Plan.
- 3.4 The Owner acknowledges that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the Basement Design Engineer and the Certifying Engineer to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and that its construction will not cause any impact on the structural integrity of the Neighbouring Properties beyond "Very Slight" with reference to the Burland Category of Damage
- 3.5 To procure that the Basement Design Engineer is retained at the Property throughout the Construction Phase to inspect approve and undertake monitoring of both the temporary and permanent basement construction works throughout their duration and to ensure compliance with relevant plans and drawings as certified by the Basement Design Engineer and the Certifying Engineer;
- 3.6 In the event that the Basement Design Engineer is no longer able to be retained as the Basement Design Engineer for reasons beyond the reasonable control of the Owner the Owner shall notify the Council of the same including the reasons why the Basement Design Engineer is not able to be retained as the Basement Design Engineer and shall confirm to the Council the identity of another

independent suitably qualified engineer (qualified in the fields of geotechnical and/or structural engineering) who shall replace the Basement Design Engineer with details of the appointment to be submitted to the Council for advance written approval.

- 3.7 To ensure that throughout the Construction Phase the relevant parts of the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the relevant parts of the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 3.8 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by the Basement Design Engineer confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 3.9 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4 PROJECT ARCHITECT

- 4.1 Subject to paragraph 4.2 below, unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed):-
 - (a) not to submit any drawings relating to the detailed design of the Development and required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared or certified by the Project Architect

- (b) not to Implement or carry out any works forming part of the construction of the Development at any time when the Project Architect is not employed by the Owner as project architect; and
- (c) not to Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from the Project Architect that the Development has been completed in accordance with any drawings relating to the detailed design of the Development and submitted to and approved by the Council under or in connection with the Planning Permission.

4.2 In the event that the Project Architect is no longer able to be retained as the Project Architect for reasons beyond the reasonable control of the Owner the Owner shall notify the Council of the same including the reasons why the Project Architect is not able to be retained as the Project Architect and shall write to the Council with the identity of another architect of a similar standing (to be agreed in writing by the Council in advance) with experience of developments similar in nature to the Development and who is a RIBA Chartered Member or part of a RIBA Chartered Practice who shall replace the Project Architect.

SCHEDULE 4

OPERATION

The Owner and the Council hereby covenant with each other as follows:-

1. AFFORDABLE HOUSING

- 1.1 The Owner shall commence all works of construction conversion and fitting out necessary to make the London Affordable Rented Housing Units suitable for Occupation and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with a specification approved by a Registered Provider.
- 1.2 The Owner shall ensure that the London Affordable Rented Housing Units shall not be used or occupied otherwise than as London Affordable Rented Housing and shall be retained in perpetuity for no purpose other than as London Affordable Rented Housing.
- 1.3 The Owner shall not occupy or allow occupation of any part of the Development until such time as:
 - (a) the London Affordable Rented Housing Units have been transferred or demised to a Registered Provider for a term of no less than 125 years;
 - (b) the works of construction and fitting out of the London Affordable Rented Housing Units have been completed in accordance with the requirement of paragraph 1.1 hereof.
- 1.4 Subject to clause 7.11 and 7.20 of this Agreement, the Owner shall ensure that the London Affordable Rented Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator (or successor bodies) or the Council from time to time.

1.5 The Registered Provider or the Council shall not dispose of any interest it holds in the freehold or leasehold of the London Affordable Rented Housing Units or any part thereof (except by way of mortgage) other than to a Registered Provider or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

2. **AGENT OF CHANGE**

2.1 The Owner shall ensure that each of the London Affordable Rented Housing Units incorporates noise mitigation measures into their fabric which, if properly utilised, should ensure that noise levels within the London Affordable Rented Housing Units remain below Requisite Levels (provided always that windows and doors are kept closed);

2.2 The Council shall inform each occupier or potential occupier (which for the purpose of this paragraph only will include anyone taking an interest by way of a lease):

(a) of the soundproofing, noise and vibration mitigation measures that have been incorporated into the fabric of the London Affordable Rented Housing Units and the actions that should be taken by the occupier themselves;

(b) that the London Affordable Rented Housing Units are situated in an urban environment with particular noise conditions/characteristics as a result of neighbouring noise generating sources, including nearby existing cultural and night time entertainment venues, railway lines and other noise sources and that if windows and doors are left open or occupiers are on their balconies or outside they may suffer noise disturbance from time to time; and

(c) that if they wish to avoid such noise disturbance the noise mitigation measures incorporated within the fabric of the London Affordable Rented Housing Units should be utilised.

2.3 The Owner shall not take any action which would result in the removal of the noise mitigations measures incorporated within the fabric of the London

Affordable Rented Housing during the lifetime of the London Affordable Rented Housing Units and shall not make any application pursuant to sections 73 or 96A of the Act to amend any relevant provisions of the Planning Permission securing the noise mitigation measures unless the amendments improve or do not make any worse the performance of the noise mitigation measures.

3 HOTEL MANAGEMENT PLAN

- 3.1 Not less than six months prior to the Occupation Date of the Hotel the Owner shall submit to the Council for approval the Hotel Management Plan.
- 3.2 The Owner shall not Occupy or permit Occupation of the Hotel until such time as the Council has approved the Hotel Management Plan as demonstrated by written notice to that effect.
- 3.3 The Owner shall not Occupy or permit Occupation of the Hotel at any time when the Hotel is not being managed in strict accordance with the Hotel Management Plan as approved by the Council from time to time.

SCHEDULE 5

Employment and Training

The Owner hereby covenants with the Council as follows:-

1. EMPLOYMENT AND TRAINING PLAN

1.1 On or prior to the Implementation Date to:

- i. submit to the Council for approval the Employment and Training Plan; and
- ii. pay to the Council the Employment and Training Contribution in full.

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

- i. approved the Employment and Training Plan as demonstrated by written notice to that effect; and
- ii. received the Employment and Training Contribution in full.

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

1.4 The Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time.

2. LOCAL EMPLOYMENT

During Construction Phase

- 2.1 The Owner shall work in partnership with the King's Cross Construction Centre and take the following specific measures during the Construction Phase:-
- a) meet or exceed Construction Industry Training Board benchmarks for local employment when recruiting construction-related jobs;
 - b) all contractors and sub-contractors shall be required to provide information about all vacancies arising during the Construction Phase to the King's Cross Construction Centre;
 - c) notify the King's Cross Construction Centre of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - d) advertising of all construction vacancies and work placements exclusively through the Kings Cross Construction Centre for a period of not less than one week before advertising more widely;
 - e) supply the King's Cross Construction Centre with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
 - f) provided the Council with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.
- 2.2 Subject to paragraph 2.7 below, the Owner shall ensure that during the Construction Phase no less than 3 (three) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:
- (i) recruited through the Kings Cross Construction Centre;
 - (ii) employed for a period of not less than 52 weeks; and

(iii) paid at a rate not less than the London Living Wage for 21-24 year olds and all apprentice candidates aged 25 and above will be paid the London Living Wage as set out at <https://www.london.gov.uk/what-we-do/business-and-economy/london-living-wage>.

- 2.3 The Owner shall ensure that during the Construction Phase not less than 4 (four) work placements and/or work experience opportunities are provided at the Development for a period of not less than 2 (two) weeks each.
- 2.4 Notwithstanding the provisions in paragraphs 2.2 and 2.3 (above) of this Schedule, during the Construction Phase the Owner shall use reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and shall provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 2.5 On or prior to the Implementation Date the Owner shall pay the Council the Construction Apprentice Support Contribution required in connection with each construction apprentice in full.
- 2.6 The Owner shall not Implement or permit Implementation until such time as the Apprentice Support Contribution required in connection with each construction apprentice has been paid to the Council in full.
- 2.7 If the Owner is unable to provide the construction apprentices in accordance with paragraph 2.2 of this Schedule for reasons demonstrated to the satisfaction of the Council it shall:
- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual construction apprentice placement not provided; and
 - b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (to be calculated based on each individual construction apprentice placement required in accordance with paragraph 2.2 of this Schedule which is not provided) has been paid in full.

Post Completion of the Development

- 2.8 Prior to Occupation of the Development the Owner shall broker a meeting between the end user of the Hotel and the Council's Economic Development Local Procurement Team (or any successor department) to discuss employment and skills objectives and agree the specific steps that will be taken to give effect to the Employment and Training Plan, which shall include for the Owner to advance in good faith;
- a) the promotion of the Camden STEAM (Science Technology Engineering Arts Maths) Commission objectives amongst end users and occupiers (for the avoidance of doubt excluding guests at the Hotel) in the Development; and
 - b) the development of a working relationship with Westminster Kingsway College in relation to end-use apprenticeships and jobs within the Hotel.
- 2.9 Following the Occupation Date of the Hotel the Owner shall ensure that it will have in its employ not less than 2 (two) End Use Apprentices and always ensuring the apprentice shall be:-
- (a) recruited in liaison with the Council's Economic Development Team;
 - (b) resident in the London Borough of Camden (or where a resident in the London Borough of Camden is not able to be identified within a reasonable period of time resident in an adjoining borough);
 - (c) be employed on a fulltime basis for at least 52 weeks (or equivalent);
 - (d) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
 - (f) be supervised by a member of staff within the Hotel.
- 2.10 Following the Occupation of the Hotel the Owner shall ensure that not less than 2 (two) work placements and/or work experience opportunities for a period of not less than 2 weeks long are provided at the Hotel to schools within the London Borough of Camden.

3. LOCAL PROCUREMENT

- 3.1 Prior to the Implementation Date to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.
- 3.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 3.3 To ensure a minimum of one supplier capacity building workshop/ "Meet the Buyer" event to support small and medium enterprises within the London Borough of Camden to tender for contracts in relation to the construction of the Development to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events.
- 3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this paragraph the Owner shall forthwith take any steps required to remedy such non-compliance.
- 3.5 To use reasonable endeavours provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

SCHEDULE 6

Energy and Sustainability

The Owner hereby covenants with the Council as follows:-

1. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 1.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 1.2 Not to Implement nor permit Implementation of the Development until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 1.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Development.
- 1.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time.

2. SUSTAINABILITY PLAN

- 2.1 On or prior to the Implementation Date of the Development to submit to the Council for approval the Sustainability Plan.
- 2.2 Not to Implement nor permit Implementation of the Development until such time as the Council has approved the Sustainability Plan for the Development as demonstrated by written notice to that effect.
- 2.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Development.

- 2.4 The Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time.

SCHEDULE 7

Transport and Highways

The Owner and the Council hereby covenant with each other as follows:-

1. BASEMENT APPROVAL IN PRINCIPLE

1.1 On or prior to the Implementation Date the Owner shall:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

1.2 The Owner shall not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

2. CAR FREE

2.1 The Owner shall ensure that prior to Occupying any part of the Development (excluding the London Affordable Rented Housing Units) any occupier of the Development (for the avoidance of doubt excluding guests at the Hotel) is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

2.2 The Owner shall not Occupy or permit the Occupation of any relevant part of the Development (excluding the London Affordable Rented Housing Units) at any

time during which the occupier of that part of the Development (for the avoidance of doubt excluding guests at the Hotel) holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

- 2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in paragraphs 2.1 and 2.2 of this schedule shall continue to have effect in perpetuity.
- 2.4 The Owner shall ensure that prior to occupying any of the London Affordable Rented Housing Units each new occupier of a London Affordable Housing Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 2.5 The Owner shall not Occupy or permit the Occupation of a London Affordable Rented Housing Unit at any time during which the occupier of the relevant London Affordable Rented Housing Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 2.6 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in paragraphs 2.4 and 2.5 (above) of this Schedule shall continue to have effect in perpetuity.

2.7 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the London Affordable Rented Housing Units (as issued and agreed by the Council's Street Name and Numbering Department), identifying those London Affordable Rented Housing Units that in the Owner's opinion are affected by the Owner's obligation in paragraphs 2.5 and 2.6 of this Schedule.

3. HIGHWAYS WORKS

3.1 On or prior to the Implementation Date the Owner shall:-

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

3.2 The Owner shall not Implement or to allow Implementation until such time as the Council has:-

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

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

3.4 The Council agrees with the Owner to use the Highway Contribution to repave that part of the footway directly adjacent to the Property shown hatched in black on Plan 3 along the frontage of Camden High Street and Delancey Street prior to the anticipated Occupation Date.

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

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

3.7 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of issuing the said certificate pay to the Owner the amount which has not been expended.

4. HIGHWAYS ADOPTION

4.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has entered into a Highways Adoption Agreement securing the future dedication and adoption of that part of Delancey Street shown edged yellow on Plan 3 as Public Highway by way of a Section 38 Agreement (under the Highway Act 1980) with the Council.

5. PEDESTRIAN CYCLING AND ENVIRONMENTAL IMPROVEMENT CONTRIBUTION

5.1 On or prior to the Implementation Date the Owner shall pay to the Council the Pedestrian Cycling and Environmental Improvement Contribution.

5.2 The Owner shall not Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Improvement Contribution.

5.3 The Council covenants to use not less than £750 of the Pedestrian Cycling and Environmental Improvement Contribution towards the provision of 3 on-street cycle stands in the vicinity of the Development and to provide the 3 on-street cycle stands in the vicinity of the Development by not later than the anticipated Occupation Date.

6. PUBLIC OPEN SPACE CONTRIBUTION

- 6.1 On or prior to the Implementation Date the Owner shall pay to the Council the Public Open Space Contribution.
- 6.2 The Owner shall not Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

7. SERVICING MANAGEMENT PLAN

- 7.1 Not less than six months prior to the anticipated Occupation Date for the Development the Owner shall submit to the Council the draft Servicing Management Plan for approval and the Owner acknowledges that the Council shall refer the draft Servicing Management Plan to the Council's Member Briefing Panel for review and whether further referral to the Council's planning committee for approval by the Council is necessary.
- 7.2 The Owner shall not Occupy or permit Occupation of the Development until such time as the Council has approved the Servicing Management Plan as demonstrated by written notice to that effect.
- 7.3 The Owner shall not Occupy or permit Occupation of any part of the Development at any time when such part of the Development is not being managed in strict accordance with the Servicing Management Plan as may be updated by agreement between the Owner and the Council from time to time.

8. TRAVEL PLAN

- 8.1 Not less than six months prior to the Occupation of the Development (excluding London Affordable Rented Housing Units) the Owner shall:-
- (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution.
- 8.2 The Owner shall not Occupy or permit Occupation of any part of the Development (excluding London Affordable Rented Housing Units) until such time as:

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

8.3 The Owner shall not Occupy or permit Occupation of any part of the Development (excluding London Affordable Rented Housing Units) at any time when such part of the Development (excluding London Affordable Rented Housing Units) is not being managed in accordance with the Travel Plan as approved by the Council from time to time.

9. TREE REPLACEMENT CONTRIBUTION

9.1 On or prior to the Implementation Date the Owner shall pay to the Council the Tree Replacement Contribution.

9.2 The Owner shall not Implement or to permit Implementation until such time as the Council has received the Tree Replacement Contribution.

SCHEDULE 8

CONSTRUCTION MANAGEMENT PLAN

Pro Forma

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

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

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

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

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

SCHEDULE 9

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden 2025 and Our Camden Plan. The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Camden Planning Guidance (adopted March 2018) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority .

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

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

companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

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

2.2 Actions and Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

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

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

SCHEDULE 10

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

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

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

6. Cycling

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

- a. secure and well-lit workplace cycle parking

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

- b. changing and showering facilities
- c. cycle allowance for work-related journeys

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with occupiers

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

3. User Consultation and Travel Surveys

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

4. Implementation

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

5. **Monitor and Review**

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

SCHEDULE 11

Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from Figure 11 of the Camden Planning Guidance: Basements

DATED

2020

(1) DEMAR (BVI) HOLDINGS LIMITED

and

**(2) EUROBANK PRIVATE BANK LUXEMBOURG, S.A., LONDON
BRANCH**

and

(3) PREMIER INN OCHRE LIMITED

and

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

A G R E E M E N T
relating to land known as

**115, 117 and 119 Camden High Street and
2, 4, 6 and 8 Delancey Street London
pursuant to**

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