

DATED

DO 29<sup>th</sup> JUNE

2018

(1) GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY

and

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

**A G R E E M E N T**

relating to land known as Italian Hospital, 40 - 41 Queen Square,  
London WC1N 3AJ

pursuant to

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

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

Tel: 020 7974 1478

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THIS AGREEMENT is made the 21<sup>st</sup> day of JUNE 2018

**BETWEEN:**

- A. **GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY** (Co. Regn. No. 9338724) of 4th Floor, 40 Bernard Street, London WC1N 1LE (hereinafter called "the Freeholder") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL672566.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 10<sup>th</sup> July 2017 and the Council resolved to grant permission conditionally under reference number 2017/3933/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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

## 2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "Business Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
- 2.4 "Business Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.6 "the Construction Apprentice Default Contribution" the sum of £28,000 a sum being £7,000 per apprentice required on site. (twenty eight thousand pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision.
- 2.7 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and

training of apprentices

2.8 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- 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 Buildings or structures on the Property and the building out of the Development;
- b. proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- c. proposals to ensure there are no adverse effects on the Conservation Area features;
- d. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- e. 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);

- f. the inclusion of a waste management strategy for handling and disposing of construction waste; and
- g. 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

2.9	“the Construction Management Plan Implementation Support Contribution”	the sum of £3,240 (one thousand one hundred and forty 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
2.10	“the Construction Phase”	the whole period between <ul style="list-style-type: none"><li>(i) the Implementation Date and</li><li>(ii) the date of issue of the Certificate of Practical Completion</li></ul>
2.11	“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
2.12	“the Development”	Change of use to the existing building associated with the Great Ormond Street Hospital (GOSH), currently used as a staff nursery (D1), chapel (D1), offices (B1a) and parents' (of patients) accommodation (sui generis), for use as an

outpatient hospital (D1) with a resulting floor area of 3,810 sq.m. External alterations to the building including basement infill to courtyard, partial infill at ground floor level, infill extensions at first and second floor levels, two roof level plant enclosures and new lift overrun and associated internal alterations to the listed building to convert it into a clinical use. Plant equipment, creation of terraces, installation of PV panels and associated works as shown on:

Existing Drawings: (1615-ST-Q1-01-SU-A-)0201-0206 Rev A4, (1615-ST-Q1-ZZ-DR-A-)1151 and 1152 Rev A4, (1615-ST-Q1-ZZ-DR-A-)2031; 2047 and 2071 Rev A4, (1615-ST-Q1-)01-DR-A-2051; 02-DR-A-2052; 03-DR-A-2053; 04-DR-A-2054; 05-DR-A-2055; 06-DR-A-2056; 01-DR-A-2151; 02-DR-A-2152; 03-DR-A-2153; 04-DR-A-2154; 05-DR-A-2155 and 06-DR-A-2156 Rev A4, (1615-ST-Q1-ZZ-DR-A-)3051-3052; 3151-3152; 4051 and 4151 Rev A4.

Proposed Drawings: (1615-ST-Q1-ZZ-DR-A-)1201; 2231 and 2236 Rev A4 and 4251 and 5151-5154 Rev A6, (1615-ST-Q1-)01-DR-A-2251; 03-DR-A-2253; 04-DR-A-2254; 05-DR-A-2255 and Rev A4 and 02-DR-A-2252 and 06-DR-A-2256 Rev A6, (1615-ST-00-03-DR-A-)5101 and 5105 Rev 4, 1615-ST-00-ZZ-DR-A-5125 Rev A4 and (1615-ST-Q1-XX-DR-A-)9010-9012 Rev A6.

Supporting Documents: Daylight and Sunlight Report Rev B (59474/16/SJP/BSC/ev) dated 27/07/2017, Runoff Calculation Rev 2 dated 24/07/2017, Advice Note on contents of a Surface Water Drainage Statement, Advice Note on contents of a Surface Water Drainage Statement, Biodiversity Assessment and Walkover Survey dated 12/07/2017, Building Fabric Survey dated 29/06/2017, Construction Management Plan (draft) Rev 1, Plant Noise Assessment Rev A (ref: 17135/002/si) dated 05/07/2017, Transport Assessment dated July 2017, Air Quality

Assessment dated July 2017, Energy and Sustainability Strategy Issue 01 dated 07/07/2017, BREEAM Feasibility Study Issue 03 dated 06/07/2017, Geo-Environmental and Geotechnical Preliminary Risk Assessment dated June 2017, Heritage Appraisal dated July 2017, Planning Statement dated 06/07/2017, Design and Access Statement Rev A6 dated 30/08/2017, Air Quality Response Note dated August 2017 and Security & Crime Impact Assessment dated 13/07/2017.

2.13 the Employment and Training Plan”

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.3 of this Agreement through (but not be limited to) the following:-

- (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (b) to ensure a 20% local employment target during the Construction Stage;
- (c) to ensure the provision of 4 (four) construction apprentices;
- (d) make provision during the Construction Phase for no less than 5 (five) work placements (with no less than work placements for 14-16 years year olds);
- (e) ensure delivery of a minimum of two supplier capacity building workshops/”Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;



(f) ensure delivery of a minimum of one end use apprenticeships

(g) commit to following the Local Procurement Code

2.14 "the Energy Efficiency and Renewable Energy Plan"

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

- a) the incorporation of the measures set out in the submission document entitled Energy and Sustainability Strategy dated 8<sup>th</sup> August 2017 by KJ Tait Engineers to achieve a 23.6% reduction in CO2 emissions beyond the Part L 2013 baseline;
- b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20.5% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- e) measures to enable future connection to a local energy

network that has been designed in accordance with the “CIBSE heat networks; code of practice for the UK” at the boundary of the Property including:

- safeguarded space for a future heat exchanger;
  - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
  - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
  - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
  - Provision of contact details of the person(s) responsible for the development’s energy provision for the purpose of engagement over future connection to a network.
- f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage (National Calculation Method (NCM)) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on the reduction of carbon emissions contained within its Development Plan;
- g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built

(NCM calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

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

2.15 "the Highways Contribution"

the sum of £33,896 (thirty three thousand eight hundred and ninety six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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):-

(a) reinstatement and repaving of the Public Highway on Queen Square, Boswell Street and Gage Street directly adjacent to Property;

(b) any other works the Council acting reasonably requires as a direct result of the Development

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 excludes any statutory undertakers costs

2.16 "the Implementation Date"

the date of implementation of the Development by the

carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.17 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.18 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.19 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.20 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.21 "the Parties" mean the Council and the Owner
- 2.22 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10<sup>th</sup> July 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3933/P subject to conclusion of this Agreement
- 2.23 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.24 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.25 "the Property" the land known as Italian Hospital 40 - 41 Queen Square London WC1N 3AJ the same as shown shaded grey on the

plan annexed hereto

2.26 "the Public Highway" any carriageway footway and/or verge adjoining the  
Property maintainable at public expense

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

- (a) achieve the targets set out in the submission document entitled Energy and Sustainability Strategy dated 8<sup>th</sup> August 2017 by KJ Tait Engineers
- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and attaining at least 43% of the credits in Energy, 60% of the credits in Water and 54% of the credits in Materials categories;
- (c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) measures to secure a post construction review of the Development by an appropriately qualified 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

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

2.28 "the Travel Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.29 "The Travel Plan" a plan for this Development (OR as a part of a campus wide plan to be agreed with the Council as part of the wider phased programme of hospital redevelopment which will include this Development) to sets out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

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

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

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

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

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

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **CAR- FREE DEVELOPMENT**

4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

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

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the



occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

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

## **4.2 CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

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

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

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

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

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

### **4.3 EMPLOYMENT AND TRAINING PLAN**

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

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

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

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

### **4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

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

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

#### **4.5 HIGHWAYS CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to:-

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

4.5.2 Not to Implement or to allow Implementation until such time as the Council has:-

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

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

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

4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess and if the Highway Contribution exceeds the sum expended by the Council in carrying out the Highway Works then the Council shall pay to the Owner the amount of the excess.

#### 4.6 LOCAL EMPLOYMENT

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

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.6.2 The Owner shall ensure that at all times during the Construction Phase no less than 4 (four) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national

minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

~~(iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.~~

- 4.6.3 The Owner shall ensure that during the Construction Phase of the Development no less than 5 (five) work placements and/or work experience opportunities are provided at the Development.
- 4.6.4 Notwithstanding the provisions in clauses 4.6.2 and 4.6.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 4.6.5 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.
- 4.6.6 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.6.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.6.2 of this Agreement 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 apprentice placement not provided; and
  - b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.
- 4.6.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than one end use apprentice always ensuring the apprentice shall be:-
- (a) recruited in liaison with the Council's Economic Development Team;

- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) 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 completed Development

#### **4.7 LOCAL PROCUREMENT**

- 4.7.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.7.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.7.3 To ensure that throughout the construction of 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 sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.7.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### **4.8 SUSTAINABILITY PLAN**

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

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

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

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

#### **4.9 TRAVEL PLAN**

4.9.1 In the event that the Council agrees that a Travel Plan is required to be submitted as part of this Development then on or prior to the Implementation Date to submit to the Council the Travel Plan for approval.

4.9.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.9.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/3933/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 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 2017/3933/P.

- 5.7 Payment of the Highways 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 2017/3933/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics 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
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2017/3933/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

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

7. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
GREAT ORMOND STREET HOSPITAL  
CHILDREN'S CHARITY  
in the presence of:

)  
)  
)  
)



.....  
**Witness Signature**

**Witness Name:** *Paul Mears - Director of Development*

**Address:** *Great Ormond Street Hospital Children's Charity*

**Occupation:** *Director of Property & Redevelopment*

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



*R. Alexander*  
.....

Authorised Signatory

**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

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

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

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

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

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



## THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

### 1. INTRODUCTION

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with paragraphs 8.24 and 8.33 of the Camden Planning Guidance 8 (adopted July 2015) 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 Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

## 2) MAIN REQUIREMENTS OF THE CODE

### A) CONSTRUCTION.

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

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

#### 2.1 **Actions & Responsibilities of Main Contractor**

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



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

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

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

## **2.2 Actions and Responsibilities of Sub-Contractors**

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

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

### **Fitting out by tenants**

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

### **Facilities Management**

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

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

## THE THIRD SCHEDULE THE TRAVEL PLAN

### PART I: Components of the Travel Plan

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

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

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

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

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

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

#### **1. Public Transport and walking**

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

#### **2. Taxis and Minicabs**

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

**3. Traffic Restraint**

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

**4. On-Street Parking Controls**

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

**5. Parking and Travel**

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

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

**6. Traffic Management**

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

**7. Cycling**

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

- a. secure and well-lit workplace cycle parking

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

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

**8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

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

**PART II: Review and Monitoring of the Travel Plan**

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

Sonnemann Toon Architects LLP  
Quality House  
6-9 Quality Court  
Chancery Lane  
London  
WC2A 1HP

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Application Ref: **2017/3933/P**

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Italian Hospital  
40 - 41 Queen Square  
London  
WC1N 3AJ**

Proposal:

**DECISION**  
Change of use to the existing building associated with the Great Ormond Street Hospital (GOSH), currently used as a staff nursery (D1), chapel (D1), offices (B1a) and parents' (of patients) accommodation (sui generis), for use as an outpatient hospital (D1) with a resulting floor area of 3,810 sq.m. External alterations to the building including basement infill to courtyard, partial infill at ground floor level, infill extensions at first and second floor levels, two roof level plant enclosures and new lift overrun and associated internal alterations to the listed building to convert it into a clinical use. Plant equipment, creation of terraces, installation of PV panels and associated works.

Drawing Nos: Existing Drawings: (1615-ST-Q1-01-SU-A-)0201-0206 Rev A4, (1615-ST-Q1-ZZ-DR-A-)1151 and 1152 Rev A4, (1615-ST-Q1-ZZ-DR-A-)2031; 2047 and 2071 Rev A4, (1615-ST-Q1-)01-DR-A-2051; 02-DR-A-2052; 03-DR-A-2053; 04-DR-A-2054; 05-DR-A-2055; 06-DR-A-2056; 01-DR-A-2151; 02-DR-A-2152; 03-DR-A-2153; 04-DR-A-2154; 05-DR-A-2155 and 06-DR-A-2156 Rev A4, (1615-ST-Q1-ZZ-DR-A-)3051-3052; 3151-3152; 4051 and 4151 Rev A4.

Proposed Drawings: (1615-ST-Q1-ZZ-DR-A-)1201; 2231 and 2236 Rev A4 and 4251 and 5151-5154 Rev A6, (1615-ST-Q1-)01-DR-A-2251; 03-DR-A-2253; 04-DR-A-2254; 05-DR-A-2255 and Rev A4 and 02-DR-A-2252 and 06-DR-A-2256 Rev A6, (1615-ST-00-03-DR-A-)5101 and 5105 Rev 4, 1615-ST-00-ZZ-DR-A-5125 Rev A4 and (1615-ST-Q1-XX-DR-A-)9010-9012 Rev A6.

Supporting Documents: Daylight and Sunlight Report Rev B (59474/16/SJP/BSC/ev) dated 27/07/2017, Runoff Calculation Rev 2 dated 24/07/2017, Advice Note on contents of a Surface Water Drainage Statement, Advice Note on contents of a Surface Water Drainage Statement, Biodiversity Assessment and Walkover Survey dated 12/07/2017, Building Fabric Survey dated 29/06/2017, Construction Management Plan (draft) Rev 1, Plant Noise Assessment Rev A (ref: 17135/002/sl) dated 05/07/2017, Transport Assessment dated July 2017, Air Quality Assessment dated July 2017, Energy and Sustainability Strategy Issue 01 dated 07/07/2017, BREEAM Feasibility Study Issue 03 dated 06/07/2017, Geo-Environmental and Geotechnical Preliminary Risk Assessment dated June 2017, Heritage Appraisal dated July 2017, Planning Statement dated 06/07/2017, Design and Access Statement Rev A6 dated 30/08/2017, Air Quality Response Note dated August 2017, Security & Crime Impact Assessment dated 13/07/2017, Ecology partnership letter dated 12/07/2017, Historical England letter (archaeological priority area) dated 15/06/2017, Consultation statement and CS06051701\_Total Drain Care Foul Drainage Plan.

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

Existing Drawings: (1615-ST-Q1-01-SU-A-)0201-0206 Rev A4, (1615-ST-Q1-ZZ-DR-A-)1151 and 1152 Rev A4, (1615-ST-Q1-ZZ-DR-A-)2031; 2047 and 2071 Rev A4, (1615-ST-Q1-)01-DR-A-2051; 02-DR-A-2052; 03-DR-A-2053; 04-DR-A-2054; 05-DR-A-2055; 06-DR-A-2056; 01-DR-A-2151; 02-DR-A-2152; 03-DR-A-2153; 04-DR-A-2154; 05-DR-A-2155 and 06-DR-A-2156 Rev A4, (1615-ST-Q1-ZZ-DR-A-)3051-3052; 3151-3152; 4051 and 4151 Rev A4.



Proposed Drawings: (1615-ST-Q1-ZZ-DR-A-)1201; 2231 and 2236 Rev A4 and 4251 and 5151-5154 Rev A6, (1615-ST-Q1-)01-DR-A-2251; 03-DR-A-2253; 04-DR-A-2254; 05-DR-A-2255 and Rev A4 and 02-DR-A-2252 and 06-DR-A-2256 Rev A6, (1615-ST-00-03-DR-A-)5101 and 5105 Rev 4, 1615-ST-00-ZZ-DR-A-5125 Rev A4 and (1615-ST-Q1-XX-DR-A-)9010-9012 Rev A6.

Supporting Documents: Daylight and Sunlight Report Rev B (59474/16/SJP/BSC/ev) dated 27/07/2017, Runoff Calculation Rev 2 dated 24/07/2017, Advice Note on contents of a Surface Water Drainage Statement, Advice Note on contents of a Surface Water Drainage Statement, Biodiversity Assessment and Walkover Survey dated 12/07/2017, Building Fabric Survey dated 29/06/2017, Construction Management Plan (draft) Rev 1, Plant Noise Assessment Rev A (ref: 17135/002/sl) dated 05/07/2017, Transport Assessment dated July 2017, Air Quality Assessment dated July 2017, Energy and Sustainability Strategy Issue 01 dated 07/07/2017, BREEAM Feasibility Study Issue 03 dated 06/07/2017, Geo-Environmental and Geotechnical Preliminary Risk Assessment dated June 2017, Heritage Appraisal dated July 2017, Planning Statement dated 06/07/2017, Design and Access Statement Rev A6 dated 30/08/2017, Air Quality Response Note dated August 2017, Security & Crime Impact Assessment dated 13/07/2017, Ecology partnership letter dated 12/07/2017, Historical England letter (archaeological priority area) dated 15/06/2017, Consultation statement and CS06051701\_Total Drain Care Foul Drainage Plan.

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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 London Borough of Camden Local Plan 2017.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas (including the ground floor courtyard ('Outdoor Waiting' area) and the first floor courtyard (Ortelli Garden)) have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Prior to the occupation of the development, details of secure and covered cycle parking storage for at least 10 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 7 Notwithstanding the approved plant details (including drawing nos 1615-ST-Q1-06DR-A-2256 Rev A6 and (1615-ST-Q1-ZZ-DR-A)-4251 and 5152-5154 Rev A6, 1615ST-Q1-ZZ-DR-A-5153 Rev A6), full details (including plans, elevations and sections) of the proposed plant compounds shall be submitted to and approved by the local planning authority prior to that element of work. The approved plant compounds shall be permanently retained in accordance with the details thereafter.

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 London Borough of Camden Local Plan 2017.

- 8 Prior to the occupation of the development, details of anti-vibration and noise mitigation measures (including screening/enclosures) shall be submitted to and approved in writing by the Council. The measures shall ensure that plant equipment is mounted with proprietary anti-vibration isolators and fan motors are vibration isolated from the casing and adequately silenced. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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 Camden Local Plan June 2017.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 10 Automatic time clocks shall be fitted to the proposed plant equipment hereby approved, prior to the commencement of the use, to ensure that this plant/equipment only operates between the hours of 07:00 - 19:00. The timer equipment shall thereafter be permanently retained and maintained in accordance with the manufacturer's recommendations.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises are not adversely affected by noise from plant/mechanical installations in accordance with the requirements of policies A1, and A4 of the London Borough of Camden Local Plan 2017.

- 11 At least 28 days before development commences:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 12 All external doorways, except for fire doors for emergency purposes, should not open outwards towards the public highway/footways. The proposed doors must either open inwards or have a sliding door so they do not restrict the flow of pedestrians or risk being opened onto those passing by.

Reason: In order to enhance the free flow of pedestrian movement and promote highway safety and amenity in accordance with policies D1 and T1 of the Camden Local Plan June 2017.

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

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 14 Prior to the occupation of the development, a detailed submission outlining the re-accommodation of the psychological staff, the replacement parent's accommodation (including shortfall strategy) and confirmation of the replacement nursery have been submitted to and approved by the local authority in writing. The existing office, parent's accommodation and staff nursery facilities shall all be re-accommodated as per the approved details prior to the occupation of the development.

Reason: In order to ensure provision of existing community and employment facilities that meet the needs of the local population, the economy and hospital users, in accordance with policies C1, C2, E1 and E2 of the Camden Local Plan 2017.

- 15 During any internal or external demolition of buildings or any site clearance, a precautionary measure is required that all contractors are aware of potential roosting bats and that external features such as roof tiles and other features which may support bats (i.e. areas with cracks or holes providing access routes for bats) should be removed by hand. There is a required formalisation of a protocol as to the steps to be taken in the event that a bat or bats is/are found during the demolition works. Should bats or their roosts be identified then works must cease and the applicant will be required to apply for, and obtain, a European Protected Species Licence and submit proof of this to the authority before work recommences. Additionally they will be required to submit a method statement detailing features to be retained and added to site to maintain and replace roost and foraging features on the site.

Reason: In order to ensure the development safeguards protected and priority species in accordance with policy A3 of the Camden Local Plan 2017.

- 16 The demolition of buildings or any site clearance should be undertaken outside the breeding bird season (i.e. it should be undertaken in the period September to January inclusive). Should it prove necessary to undertake demolition or clearance works during the bird nesting season, then a pre-works check for nesting birds should be undertaken by a qualified ecologist. If any active nests are found, works should cease and an appropriate buffer zone should be established (the qualified ecologist would advise). This buffer zone should be left intact until it has been confirmed that the young have fledged and the nest is no longer in use.

Reason: In order to ensure the development safeguards protected and priority species in accordance with policy A3 of the Camden Local Plan 2017.

- 17 Prior to the implementation of the green roof biodiversity enhancement feature, a detailed submission is required to include the design and planting plan.

Reason: To assess the development's ability to realise benefits for biodiversity through the layout, design and materials used, in accordance with policies G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan June 2017.

- 18 Prior to the occupation of the development, a detailed submission of any additional biodiversity enhancement features such as bat bricks or boxes, bird boxes or bug boxes is required to be submitted and approved by the local planning authority. This is to include designs and location details of these biodiversity enhancement features.

Reason: To assess the development's their ability to realise benefits for biodiversity through the layout, design and materials used, in accordance with policies G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan June 2017.

- 19 Prior to the commencement of the installation of the photovoltaic cells, detailed plans showing the location and extent of the photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan Policies.

- 20 Prior to the occupation of the development, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 21 The servicing strategy of the approved development shall be undertaken in accordance with the details within the Transport Assessment dated July 2017, whereby deliveries will be made to the Guilford Street servicing yard on the main Great Ormond Street Hospital site and transferred to the Italian Hospital by electric vehicles at a maximum frequency of one transfer per day.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policies A1 and T4 of the London Borough of Camden Local Plan 2017.

Informative(s):

1

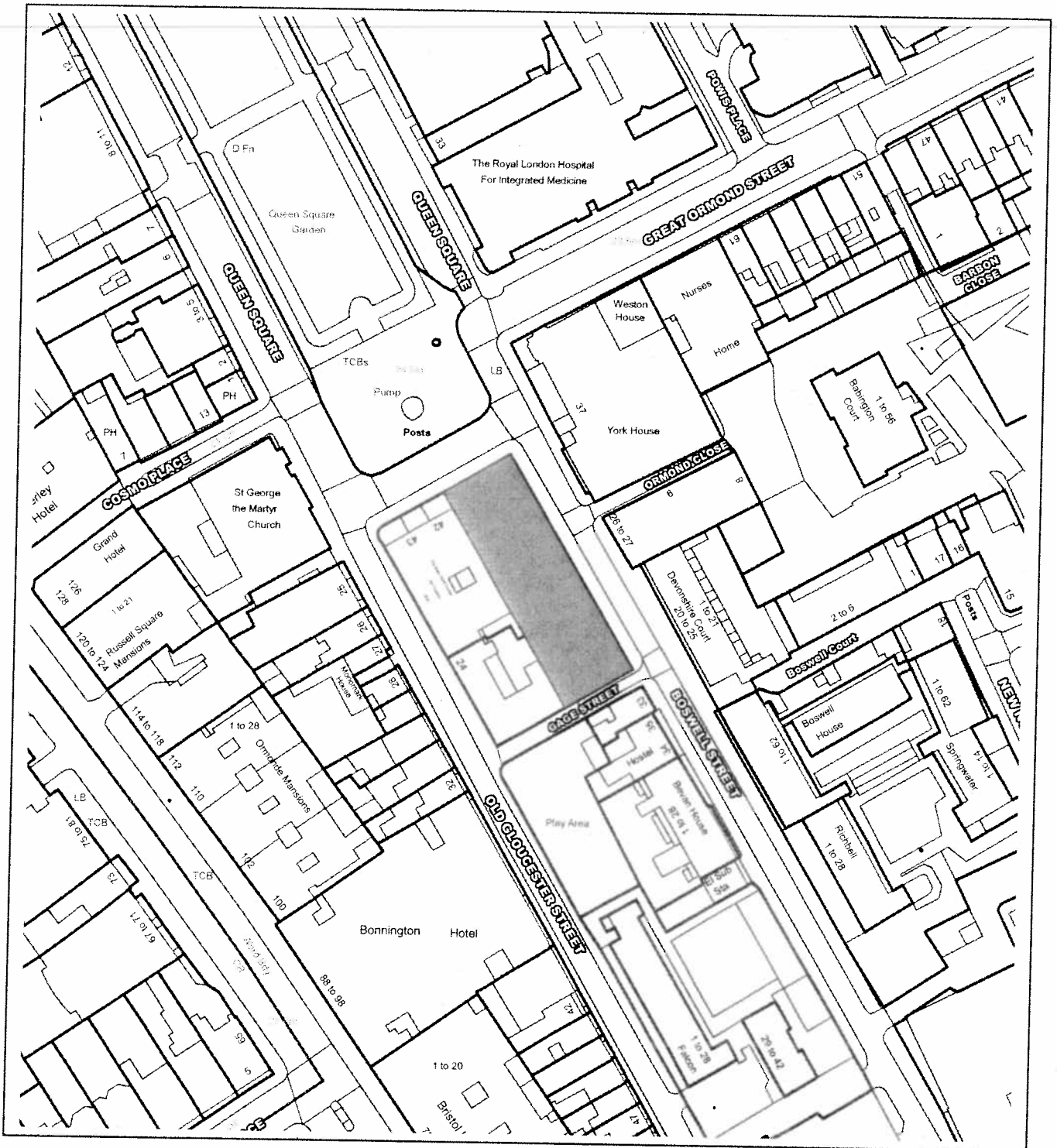
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

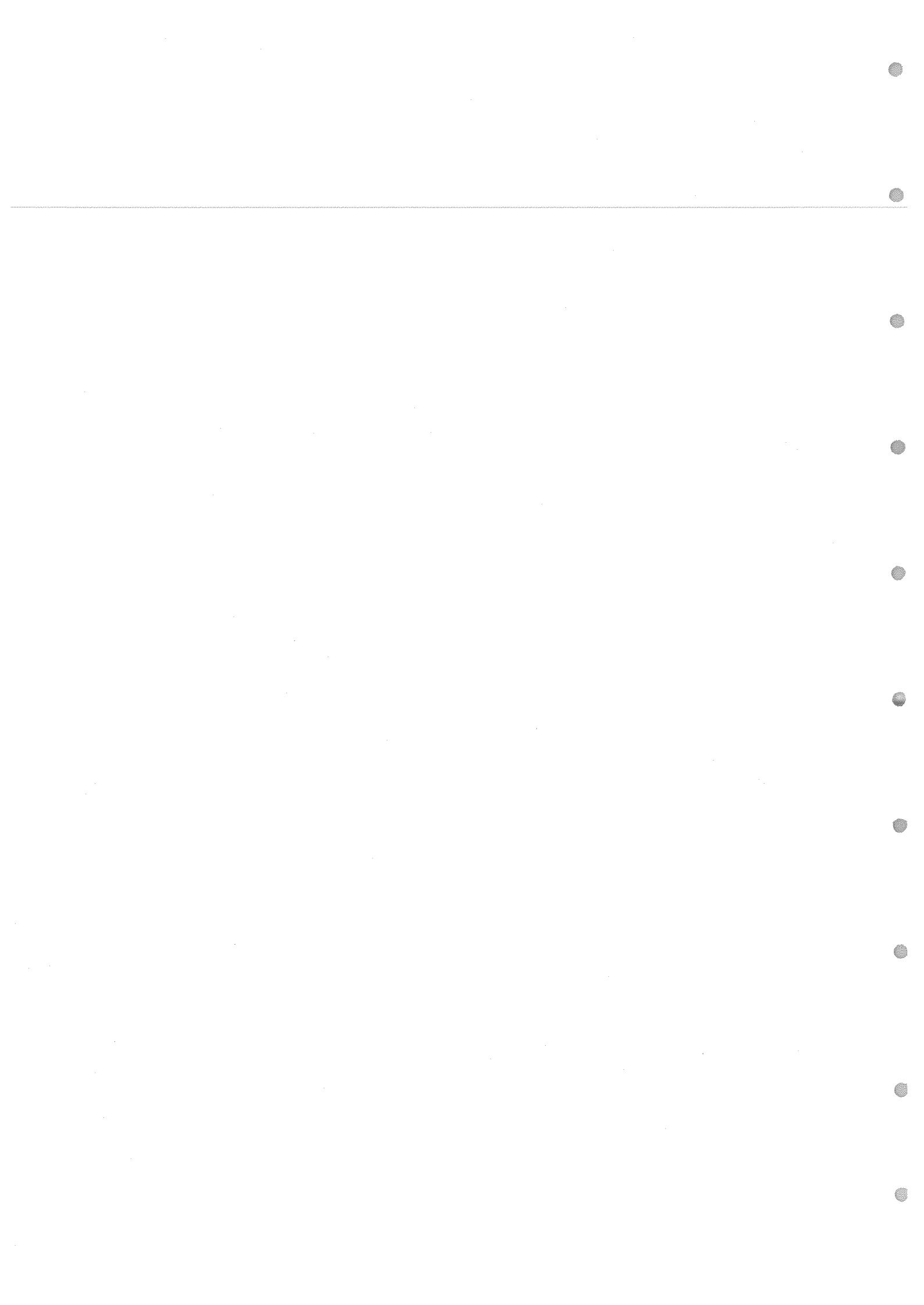
**DECISION**

Italian Hospital, 40 - 41 Queen Square, London, WC1N 3AJ - 2017/3933/P

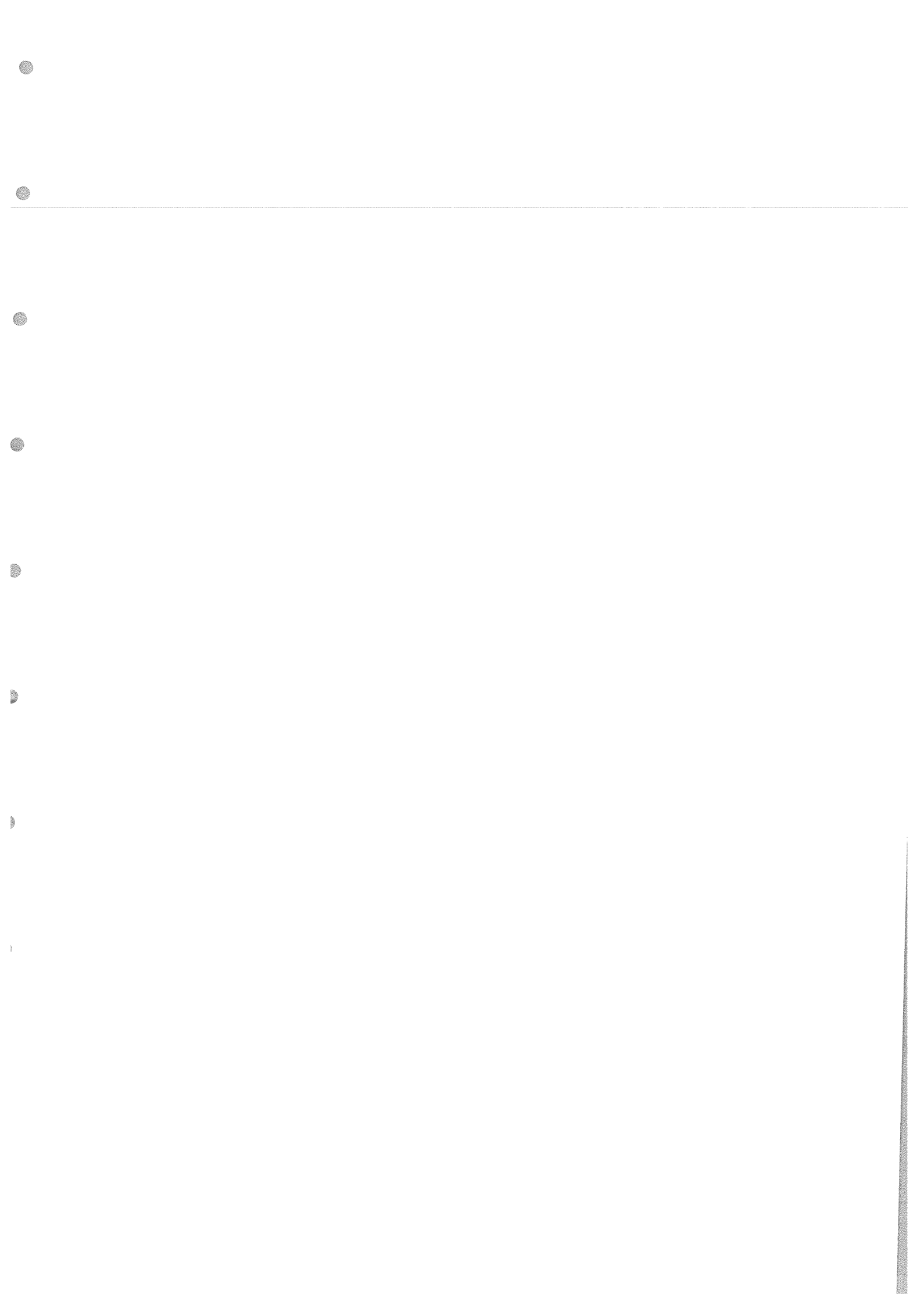


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*Handwritten signature or initials, possibly 'MCH'.*







DATED

21<sup>ST</sup> JUNE

2018

(1) GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY

and

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

**A G R E E M E N T**

relating to land known as Italian Hospital, 40 - 41 Queen Square,  
London WC1N 3AJ

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