

DATED 1 February

2023

(1) TRUSTEES OF THE BRITISH MUSEUM

and

(2) ARCHITECTURAL ASSOCIATION (INCORPORATED)

and

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

A G R E E M E N T

relating to land known as

1 and 1A Montague Street London WC1B 5BP

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; and

Section 1(1) of the Localism Act 2011

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1824

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CLS/COM/EG/1800.2266
s106 Final

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THIS AGREEMENT is made the 1st day of February 2023

BETWEEN:

- A. **TRUSTEES OF THE BRITISH MUSEUM** of British Museum, Great Russell Street, London WC1B 3DG (hereinafter called "the Freeholder") of the first part
- B. **ARCHITECTURAL ASSOCIATION (INCORPORATED)** a private company limited by guarantee and registered in England and Wales with company number 00171402 whose registered office is at 34-36 Bedford Square, London WC1B 2ES and registered charity under number 311083 (the "Leaseholder") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third 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 NGL858468.
- 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 Leaseholder has a leasehold interest in the Property by a way of a lease dated 16 September 2022 between the Freeholder and the Leaseholder and the Leaseholder acknowledges and agrees that its leasehold interest shall be bound by the terms of this Agreement.
- 1.4 The Leaseholder submitted a Planning Application for the development of the Property to the Council which was validated on 8 February 2022 and the Council resolved to grant permission conditionally under reference number 2021/5586/P subject to the conclusion of this legal Agreement.

- 1.5 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.
- 1.6 For that purpose the Owners are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 Development"	Temporary change of use from offices (Use Class E) to higher education use (Use Class F1) for 10 years until 30th June 2032
2.6	"the Employment and Training Contribution"	the sum of £63,374.29 (Sixty Three Thousand and Three Hundred and Seventy Four Pounds and Twenty Nine Pence) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to support activities that create or promote opportunities for employment or training

2.7	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owners in order to maximise employment, apprenticeship and training opportunities within the Development and for it to satisfy the obligations contained in clause 4.4 of this Agreement through (but not be limited to) the following:-</p> <p>(a) advertising of all architectural courses, apprenticeships and employment vacancies arising from education use in partnership with Good Work Camden and its relevant local employment support providers for a period of no less than one week before promoting more widely to create pathways into good quality employment;</p> <p>(b) ensuring that Good Work Camden is notified of all vacancies, arising from the Development for employees, self-employees, contractors and sub contractors;</p> <p>(c) supplying a full labour programme to Good Work Camden for the lifetime of the Development (with six-monthly updates) demonstrating the following:</p> <p>(i) what skills and employment are needed through the life of the programme, and</p> <p>(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;</p> <p>(d) ensuring that 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 Good Work Camden and employed during the lifetime of the Development</p>
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		<p>(e) providing details of provision of a local scholarship opportunity to include the following:</p> <p>(i) the Occupier will provide a named 100% undergraduate scholarship comprising 3 years free tuition) for a student resident in the borough with the requisite academic aptitude who would otherwise not have access to such education;</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>
2.8	"Good Work Camden"	Council's project to help local residents to secure and sustain good work
2.9	"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
2.10	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.11	"Occupier"	the occupier of the Development pursuant to the Planning Permission
2.12	"the Owners"	means together the Freeholder and the Leaseholder
2.13	"the Parties"	mean the Council, the Freeholder and the Leaseholder
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 8 February 2022 for which a resolution to grant permission has been passed conditionally under reference number 2021/5586/P subject to conclusion of this Agreement

2.15	"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
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land known as 1 and 1A Montague Street, London, WC1B 5BP the same as shown shaded grey on the plan annexed hereto
2.18	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owners 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:-</p> <ul style="list-style-type: none"> (a) the elements set out in Schedule 3 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

		<p>(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;</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>
2.19	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owners 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
2.20	"the Travel Plan Monitoring and Measures Contribution"	<p>the sum of £5,161 (Five Thousand and One Hundred and Sixty One Pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for</p> <p>(i) the monitoring comment advice and approval (where appropriate) on the Owners' draft Travel Plan; and</p> <p>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners to be carried out over a six year period from the date of first Occupation of the Development</p>

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 Owners as provided herein and against any person deriving title to any part of the Property from the Owners 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 and 9 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 Owners upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Nothing this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted after the date of this Agreement.

3.9 The Leaseholder hereby indemnifies the Freeholder against any claims, losses, expenses and/or liabilities that arise out of a breach of any of the obligations under this Agreement.

3.10 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNERS

The Owners hereby covenant with the Council as follows:-

4.1 CAR FREE

4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owners 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 unit forming 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 Owners for themselves and their successors in title to the Property hereby acknowledge that the provisions in Clause 4.1.1 and 4.1.2 above will remain for the duration of the Development.

4.1.4 On or prior to the Occupation Date the Owners shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owners' opinion are affected by the Owners' obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 TRAVEL PLAN

4.2.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring and Measures Contribution

4.2.2 Not to Implement or permit Implementation of any part of the Development until such time as:

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

4.2.3 The Owners covenant with the Council and the Developer that after the Occupation Date the Owners 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.

4.3 EMPLOYMENT AND TRAINING CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution.

4.4 EMPLOYMENT AND TRAINING PLAN

- 4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.4.2 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.
- 4.4.3 Following the Occupation Date the Owners 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

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owners 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 Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 5.1 hereof quoting planning reference 2021/5586/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owners 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 Owners 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 Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owners agree declare and covenant 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 Owners 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 Owners in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owners 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 2021/5586/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owners to the Council sending the full amount via electronic transfer (where practicable) The Owners 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 2021/5586/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 Owners.

- 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 AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 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, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2021/5586/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 Owners agree 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 Owners hereby covenant 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 Owners 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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

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



R. Alexander
.....

Authorised Signatory

EXECUTED as a DEED by)
ARCHITECTURAL ASSOCIATION)
(INCORPORATED))
acting by a director and its secretary)

Raymond S. ...
.....
Signature of director

Louise Wilkin
.....
Signature of secretary

SCHEDULE 2
DRAFT DECISION NOTICE

Application ref: 2021/5586/P
Contact:
Tel: 020 7974
Date: 24 November 2022

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

Montague Evans
70 St Mary Axe
London
EC3A 8BE

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:
1 and 1A Montague Street
London
WC1B 5BP

PROPOSAL
Proposal:

Temporary change of use from offices (Use Class E) to higher education use (Use Class F1) for 10 years until 30th June 2032.

Drawing Nos: Site plan; Existing plans; Proposed plans; Lower ground floor bike storage provision (floor plan and section) ; Planning Statement prepared by Montague Evans dated November 2021; Planning Statement Addendum prepared by Montague Evans dated 8th March 2022; Marketing Note prepared by Montague Evans dated 5th November 2021.

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 use hereby permitted is for a temporary period only and shall cease on or before 30th June 2032, at which time the premises shall revert to their former lawful use which is offices (Class E).

Reason: In order to protect the existing business use and so that the long term use of the site may be properly considered in accordance with policies DM1 and E2 of the London Borough of Camden Local Plan 2017.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:
Site plan; Existing plans, Proposed plans; Lower ground floor bike storage provision (floor plan and section) ; Planning Statement prepared by Montague Evans dated November 2021; Planning Statement Addendum prepared by Montague Evans dated 8th March 2022; Marketing Note prepared by Montague Evans dated 5th November 2021.

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

- 3 The temporary use hereby permitted shall be carried out only during the hours of 08:00 to 22:00 on Mondays to Fridays.

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.

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

- secure and covered parking for 25 short stay parking spaces
- secure and covered parking for 20 long stay parking spaces

All such facilities shall thereafter be retained. Photographs shall be submitted post implementation of the secure and covered cycle storage areas proposed.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policies T1 of the Camden Local Plan 2017 and the London Plan 2021.

- 5 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 or the Town and Country Planning (General Permitted Development) Order 2015 (or any orders revoking and re-enacting those orders with or without modification), the F1 use shall only be used for educational purposes and for no other purposes whatsoever.

Reason: To safeguard the amenity of the adjoining premises and the highway network, in accordance with policies A1, A4 and T3 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

dwelling. 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 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 4 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.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

SCHEDULE 3
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 Owners 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 Owners shall ensure that provisions relating to the following matters are contained within the Plan:-

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

The Owners 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 Owners 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.