

DATED *28TH NOVEMBER*

2013

(1) THE UNIVERSITY OF LONDON

and

**(2) THE WORSHIPFUL COMPANY OF SKINNERS
AS TRUSTEE OF THE SIR ANDREW JUDD FOUNDATION**

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
1-26 Cartwright Gardens and gardens known as Cartwright Gardens
London WC1H 9EF-9FF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

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CLS/COM/LMM/1685.2030
FINAL 15.11.13

2013/1598/P
2013/1787/C

DATED 28th November 2013

(1) THE UNIVERSITY OF LONDON

and

(2) THE WORSHIPFUL COMPANY OF BRINNERS
AS TRUSTEES OF THE SIR ANDREW JUD FOUNDATION

and

by THE MAYOR AND BRIDGES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Whereas the University of London and the Worshipful Company of Brinners as Trustees of the Sir Andrew Jud Foundation and the Mayor and Bridges of the London Borough of Camden have agreed to enter into a partnership to establish a new school in the London Borough of Camden;

And whereas the University of London and the Worshipful Company of Brinners as Trustees of the Sir Andrew Jud Foundation and the Mayor and Bridges of the London Borough of Camden have agreed to enter into a partnership to establish a new school in the London Borough of Camden;

THIS AGREEMENT is made the 28th day of NOVEMBER 2013

BETWEEN:

- i. **UNIVERSITY OF LONDON** of Senate House, London WC1 (hereinafter called "the Leasehold Owner") of the first part.
- ii. **THE WORSHIPFUL COMPANY OF SKINNERS AS TRUSTEE OF THE SIR ANDREW JUDD FOUNDATION** of Skinners Hall, 8 Dowgate Hill London EC4R 2SP (hereinafter called "the Freehold Owner") of the second part.
- iii. **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 Freehold Owner is the freehold proprietor of land which includes that part of the Property for which the leasehold title is registered at the Land Registry under Title Numbers NGL21151 LN40359 NGL29201.
- 1.2 The Leasehold Owner is registered at the Land Registry as the leasehold proprietor with good leasehold title of the Property registered at the Land Registry under Title Numbers NGL21151 LN40359 NGL29201.
- 1.3 The Leasehold Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 The three electricity sub-station leases over parts of the Property registered at Land Registry under title numbers NGL866142 NGL867440 and NGL866490 and London Underground Limited's freehold title to the sub-soil of part of the Property registered at Land Registry under title number 85751 do not take subject to the terms covenants and obligations in this Agreement.

- 1.5 The Council is the owner of the freehold land registered at Land Registry under title number NGL163880 which does not take subject to the terms covenants and obligations in this Agreement.
- 1.6 A Planning Application under reference number 2013/1598/P for the development of the Property was submitted to the Council and validated on 11th April 2013 and the Council resolved to grant permission conditionally subject to conclusion of this legal Agreement.
- 1.7 A Conservation Area Consent Application (reference number 2013/1787/C) for the demolition of part of the existing building on the Property was submitted to the Council and validated on 11th April 2013 and the Council resolved to grant consent conditionally subject to the completion of this Agreement.
- 1.8 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.9 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.10 The Freehold Owner and Leasehold Owner are each willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.11 The Freehold Owner and the Leasehold Owner shall hereinafter be referred to as "the Owner".
- 1.12 The Freehold Owner holds the Freehold interest in the land known as Cartwright Gardens ("the Gardens") as shown on Plan 3 which was bequeathed to the Freehold Owner under a Will dated 2 September 1558 of Sir Andrew Judd and forms part of the Sandhill Estate belonging to the Freehold Owner.
- 1.13 The Leasehold Owner and the Greater London Council entered into an agreement dated 20 July 1967 ("1967 Agreement") pursuant to section 37 of the Town and Country Planning Act 1962 to restrict the area formerly known as The Plumbers Arms

(located on the north eastern corner of the Property) from being used otherwise as an amenity space.

- 1.14 The Council as the local planning authority and the Leasehold Owner acknowledges that the terms covenants and obligations of the 1967 Agreement remain in force and the amenity space remains on the Property.

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 Accessible
Accommodation Plan"

a plan securing the following:-

- (a) the provision of no less than 5% (by bedroom numbers) of the Student Accommodation in the Development to provide the initial Wheelchair Accessible Units as shown shaded in red on Plan 2 attached hereto;
- (b) procedures to recognise the need, identify the location and secure the delivery of up to a further 5% (by bedroom numbers) of the Student Accommodation in the Development which can be readily adapted to provide additional Wheelchair Accessible Units when required;
- (c) Wheelchair Accessible Units fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011) as updated by the Council;
- (d) the location of Wheelchair Accessible Units within the Development and ensuring that

- they are located on the lowest floors possible but in any event no higher than the eighth floor;
- (e) measures to ensure the Development is easily accessible for residents and visitors to the Development who are wheelchair users; and
 - (f) principles of inclusive design are integrated within the Development
- 2.2 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.3 "Adjoining Boroughs" Corporation of London, City of Westminster, Islington, Barnet, Brent and Haringey
- 2.4 "Affiliate College or Institute" means a self-governing college or institute which shall have been approved by the Board of Trustees of the University of London to be a college or institute affiliated to the University of London
- 2.5 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.6 "Approved University" in each academic year shall mean the following:-
- (a) in the first instance the University of London or an Affiliate College or Institute within the University of London as may exist during the lifetime of the Development; or
 - (b) in the second instance any Affiliate College or Institute which after the date of this Agreement shall cease its affiliation to the

University of London so long as all or any part of such college or institute is located within 2 miles of the Development; or

(c) in the third instance, in relation to no more than 60 bedrooms at any one time, any other higher education institution funded by the Higher Education Funding Council for England (or its successor body) such institution to be located wholly or partially in the London Borough of Camden or its Adjoining Boroughs.

(d) in the fourth instance in relation to more than 60 bedrooms at any one time, any other higher education institution funded by the Higher Education Funding Council for England (or its successor body) such institution to be located wholly or partially in the London Borough of Camden or its Adjoining Boroughs.

ALWAYS PROVIDED that in order for (d) above to apply the Owner must first provide on an annual basis and prior to students occupying the Development for that academic year written evidence to the Council for approval (as evidenced by written notice to that effect) to evidence that the Owner has used all reasonable endeavours to secure as many students as possible from the University of London or an Affiliate College or Institute within the University of London

2.7 “the Building”

the proposed building to be constructed predominantly on land known as 1-18 Cartwright Gardens, London WC1H 9EF (presently known as Canterbury Hall and Commonwealth Hall) as shown on HM Land Registry title numbers LN40359 NGL29201

2.8 “Cartwright Gardens Open Space Operational Management Plan”

means a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time to secure access to the gardens and recreational space known as Cartwright Gardens (“the Gardens”) as shown on Plan 3 for Local Residents and members of the public for the lifetime of the Building and whose on-going management is undertaken by the Owner in consultation with, and having full regard to the views of the Community Liaison Group and such plan to include the following:-

(i) details of physical measures for construction of access routes and public open space together with associated hard and soft landscaping measures including design drawings for the physical measures for the construction of the Public Areas including details of surfacing and materials, location of ‘street’ furniture, lighting and associated landscaping and the use and purpose of specific areas within the Public Areas;

(ii) the subsequent maintenance of the Public Areas (including a plan detailing inter alia provisions for cleaning and securing the Public

Areas and maintaining the physical measures once they are constructed);

(iii) securing public access to the Public Area (Tennis Access) for Students, Local Residents and members of the public from dawn to dusk 364 days a year (less any period within which the Gardens may be used for private events); and,

(iv) securing public access to the Public Area (Daytime Access) for Students, Local Residents and members of the public between dawn and dusk 364 days a year (less any period within which the Gardens may be used for private events);

(v) mechanisms to ensure that Local Residents and Students are charged at a discounted rate for the use of the tennis facilities;

(vi) details of management and the method of granting permission for private events to be held in the Gardens which will be subject to prior notification to the Community Liaison Group at least two weeks in advance of the event taking place with details to be advertised on the notice board and website **AND AT ALL TIMES** no more than five daytime and daylight hours private events (during the hours of 8am to 6pm on the same day) and a further three events occurring between the hours of 8am to 9pm on the same day and only where those hours fall within daylight hours) to be held in the Gardens in one calendar year save as otherwise agreed with the Council

(vii) provision of a local notice board and website offering details about opening times of the Gardens, use of the facilities and their pricing and contact details of a facilitator to coordinate use of the facilities with Students, Local Residents and members of the public

(viii) further details of the Community Liaison Group and their role in the ongoing management of the Cartwright Gardens Open Space Area

2.9 "the Certificate of Practical Completion"

the certificate issued by the Owner's agent certifying that the Development has been completed

2.10 "the Community Facilities Contribution"

means the sum of £242,060 (two hundred forty two thousand and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied towards offsetting the additional pressure of the Development on community and/or leisure facilities in the vicinity of the Development.

2.11 "the Community Liaison Group"

means a group which the Owner shall use to facilitate consultation with the Local Residents and the local community in respect of matters relating to the ongoing management of Cartwright Gardens

2.12 "the Conservation Area Consent"

a conservation area consent granted for the Development substantially in the draft form annexed hereto

2.13 "Conservation Area
Consent Application"

a conservation area consent application in respect of the partial demolition of existing buildings at the Property submitted to the Council and validated on 11th April 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/1787/C subject to conclusion of this Agreement

2.14 "Construction Management Plan"

a plan substantially in accordance with the draft appended at the ninth schedule setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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 the Council giving details of the environmental protection highways safety and community liaison measures (including those undertaken with the Community Liaison Group) 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) incorporation of the provisions set out in the First Schedule annexed hereto

c) incorporation of the provisions set out in the Second Schedule annexed hereto

d) proposals to ensure there are no adverse effects on the features of the surrounding Conservation Area

e) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

f) 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);

g) the inclusion of a waste management strategy for handling and disposing of construction waste; and

h) 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

2.15 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.16 "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

2.17 "the Delivery and Servicing Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles only to unload from a specific suitably located area within the Development as designated on Plan 6;
- (b) a requirement for servicing and refuse collection vehicles only to load and unload from a specific suitably located area within the Development as designated on Plan 6;
- (c) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (d) measures to avoid a number of delivery vehicles arriving at the same time;

(e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;

(f) likely nature of goods to be delivered;

(g) the likely size of the delivery vehicles entering the Property;

(h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements

(i) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same

(j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;

(k) details of arrangements for refuse storage and servicing; and

(l) 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

2.18 "the Development"

means "Redevelopment, following the demolition of Canterbury Hall, Commonwealth Hall and part of Hughes Parry Hall, involving the retention and refurbishment of Hughes Parry Hall tower and the erection of a 5-9 storey (plus basement level) building comprising new student accommodation (Sui Generis), leading to a net increase of 187 bedrooms (from 1,013 to 1,200 rooms); associated ancillary uses (including flexible space for the University of London, communal and catering areas); landscaping including two internal courtyards; together with alterations to vehicle accesses, public highway and alterations to Cartwright Gardens, including modification of access to and landscaping within the Gardens (2013/1598/P) **AND** the Demolition of Canterbury Hall, Commonwealth Hall and part of Hughes Parry Hall, relating to the retention and refurbishment of Hughes Parry Hall tower and the erection of a 5-9 storey (plus basement level) building comprising new student accommodation (Sui Generis), leading to a net increase of 187 bedrooms (from 1,013 to 1,200 rooms); associated ancillary uses (including flexible space for the University of London, communal and catering areas); landscaping including two internal courtyards; together with alterations to vehicle accesses, public highway and alterations to Cartwright Gardens, including modification of access to and landscaping within the Gardens (2013/1787/C) **BOTH SHOWN ON** Drawing Nos: A10417C 001 P2, 050 P1, 099 P2, 100 P2, 101 P2, 102 P2, 103 P2, 104 P2, 105 P2, 106 P2, 107 P2, 108 P2, 109 P2, 110 P2, 111 P2, 112 P2, 113 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 300 P2, 500 P1, 501

P1, 502 P1, 503 P1, 1001 P1 and 1002 P1. A10417D 099 P2, 100 P2, 101 P3, 102 P3, 104 P3, 105 P3, 106 P3, 107 P2, 108 P2, 109 P2, 110 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 210 P2, 212 P2, 300 P3; 301 P2, 310 P3, 311 P3, 320 P2, 400 P2, 401 P2, 500 P1, 501 P1, 502 P1, 503 P1, 600 P2, 610 P2 and 1300 I2. A10417Z 099 T1, 100 T1, 101 T1, 102 T1, 103 T1, 104 T1, 105 T1, 106 T1, 107 T1, 108 T1, 109 T1, 110 T1, 111 T1, 112 T1, 113 T1, 114 T1, 115 T1, 200 T1, 201 T1, 202 T1, 203 T1, 204 T1 and 300 T1. 1488P100; 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 and 113. MLUK339P 211; 220, 221, 222 and 223 Supporting Documents: Planning Statement by CBRE, Design & Access Statement by tp Bennett & Maccreeanor Lavington, Access and Inclusivity Statement by All Clear Designs, Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy, Statement of Community Involvement by Loadstone, Daylight/Sunlight and Overshadowing Report by GIA, Internal Daylight Report by GIA,, Traffic Impact Assessment and Travel Plan by Cundall Johnson and Partners LLP, Delivery and Servicing Management Plan by Cundall Johnson and Partners LLP, Acoustic Report by SRL Technical Services, Air Quality Assessment by Air Quality Consultants Ltd, Energy and Sustainability Statements (including BREEAM Pre-Assessment) by Mecserve, Arboricultural Implications Assessment and Arboricultural Method Statement by Thomson Ecology, Basement Impact Assessment by Cundall Johnson and Partners LLP, Phase 1 Geoenvironmental Desk Study Report and

Ground Investigation, Geotechnical and Geoenvironmental Assessment Report by Cundall Johnson and Partners LLP, Archaeological Assessment by The Brigantia Archaeological Practice, Unexploded Ordnance Risk Assessment by Bomb Search, Draft Student Management Plan by University of London and University Partnerships Programme and Draft Construction Management Plan by McBains Cooper, Crime Impact Assessment (CBRE April 2013), Draft Summer Management Plan (CBRE 12th July 2013), Cartwright Gardens Draft Operation Management Plan by University Partnerships Programme and Flood Risk Assessment by Cundall Johnston and Partners LLP

2.19 "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 4.10 of this Agreement through (but not be limited to) the following:-

1. 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;
2. make provision during the Construction Phase for no less than 21 work placements of no less than two weeks in duration;

3. 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;
4. ensure provision of one end user apprentice opportunity over the lifetime of the Development for a 52 week period in a department faculty or facility directly owned or managed by the University of London.

2.20 "the Energy Efficiency and Renewable Energy Plan"

means a plan substantially in accordance with the draft appended at the tenth schedule which sets 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 limited to) the following:-

- a) the incorporation of the measures set out in the submission document entitled Energy Strategy Report and dated March 2013;
- b) further details 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 25% 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 at the boundary of the Property;
- f) include a pre-Implementation review by Licensed Assessors of the Building Research Establishment (BRE) 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 Licensed Assessors of the BRE 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

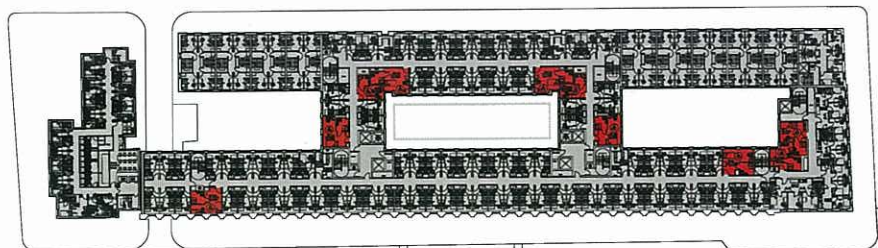
2.21 "the Environmental Contribution" the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian and wider public realm improvements in the vicinity of the Development

2.22 "the Highways Contribution" the sum of £151,829.87 (one hundred and fifty one thousand eight hundred and twenty nine pounds and eighty seven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of wider public consultation regarding, and subject to the conclusion of this consultation, the subsequent agreed works to the public highway and associated measures in the vicinity of the Property such works to include footpath construction and improvement and signage improvements, one way road traffic access on Cartwright Gardens, closure of redundant accesses, modification of retained access on Sandwich Street, construction of Cartwright Gardens vehicular access, modifications to bays, Traffic Regulation Orders, signage, and all other temporary and permanent associated works ("the Highways Works"). 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

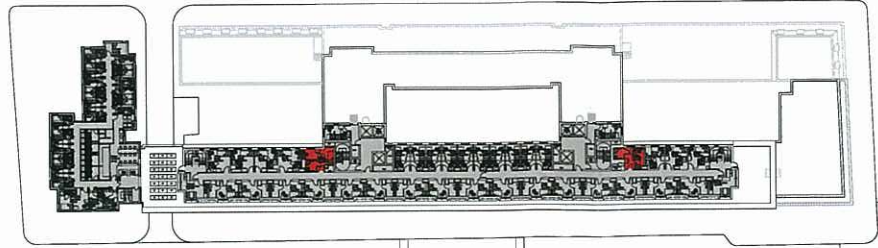
- any required statutory undertakers works and excludes any reasonable statutory undertakers costs
- 2.23 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act but excluding archaeological works excavation, site or soil or other investigations asbestos removal or the erection of any hoarding or temporary portacabin structure and references to "Implementation" and "Implement" shall be construed accordingly
- 2.24 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.25 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.26 "Local Procurement Code" the code annexed to the Fourth Schedule hereto
- 2.27 "Local Residents" residents living in residences and accommodation with addresses in the immediate vicinity of Cartwright Gardens, principally Leigh Street, Sandwich Street, Hastings Street and to include the Marchmont Association
- 2.28 "Occupation Date" the date when any part of the Development is occupied (except where otherwise expressly stated in this Agreement) but excluding occupation for the purposes of fitting out or site

- security and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.29 "the Parties" means the Council and the Owner
- 2.30 "Plan 1" the plan marked Plan 1 annexed hereto showing the Property shaded in grey
- 2.31 "Plan 2" the plan marked Plan 2 annexed hereto showing the Student Accommodation shaded grey and Wheelchair Accessible Units shaded in red
- 2.32 "Plan 3" the plan marked Plan 3 annexed hereto showing Cartwright Gardens Open Space shaded grey
- 2.33 "Plan 4" the plan marked Plan 4 annexed hereto showing the Public Areas of Cartwright Gardens Open Space outlined in blue and shaded in grey
- 2.34 "Plan 5" the plan marked Plan 5 annexed hereto showing the Student Townhouses shaded in red
- 2.35 "Plan 6" the plan marked Plan 6 annexed hereto showing the area in the Development for the loading and unloading of service / refuse / delivery vehicles to be undertaken in accordance with the Delivery and Servicing Management Plan
- 2.36 "the Planning Application" a planning application (reference number 2013/1598/P) in respect of the development of the Property submitted to the Council and validated on 11th April 2013 for which a resolution to grant permission has been passed conditionally, subject to conclusion of this Agreement.

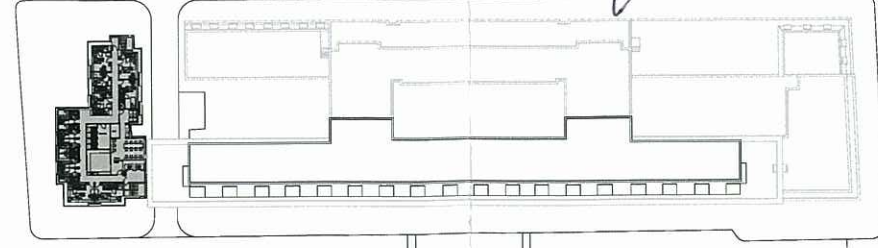




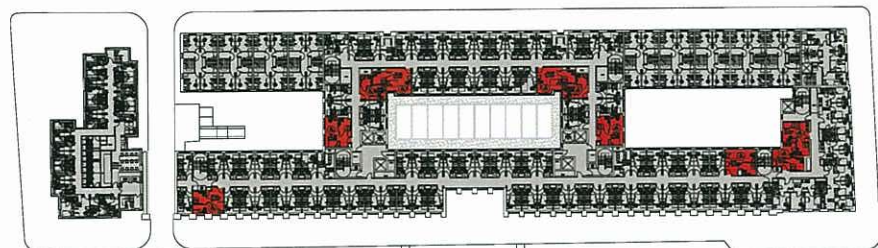
Second and Third Floors



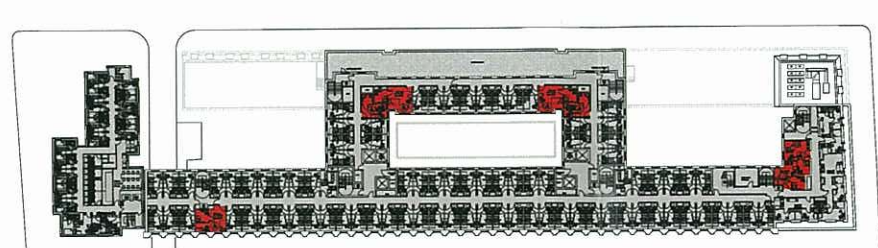
Seventh Floor



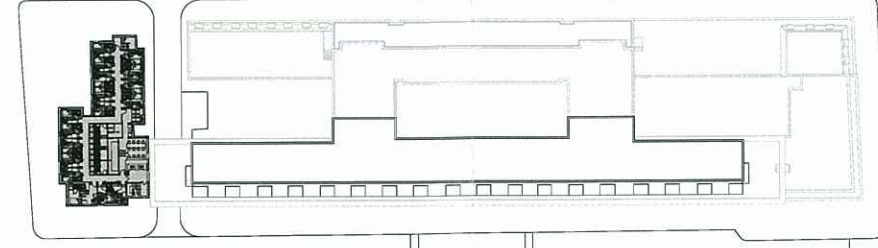
Fourteenth Floor



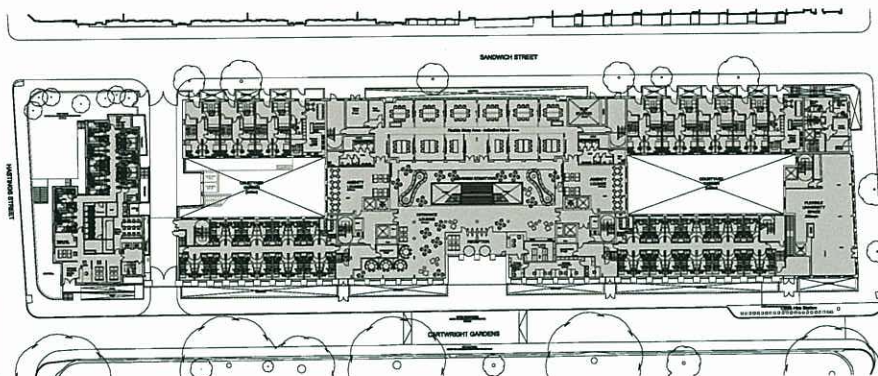
First Floor



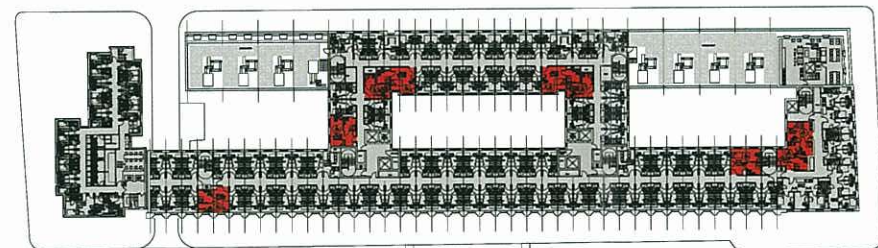
Sixth Floor



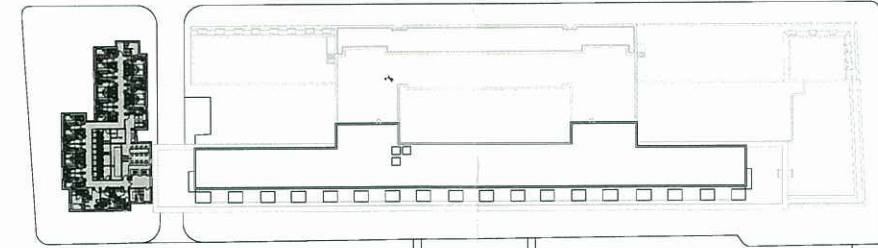
Tenth to Thirteenth Floors



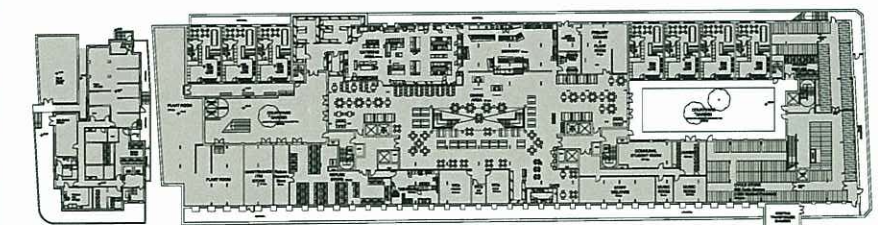
Ground Floor



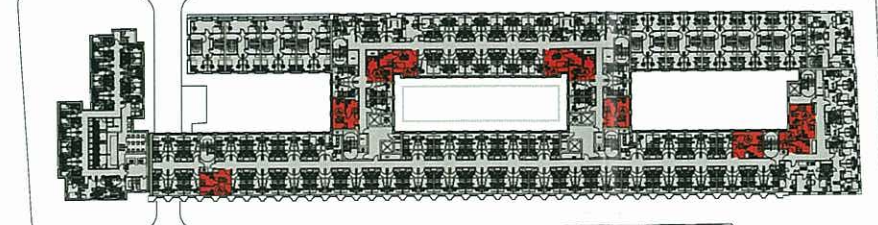
Fifth Floor



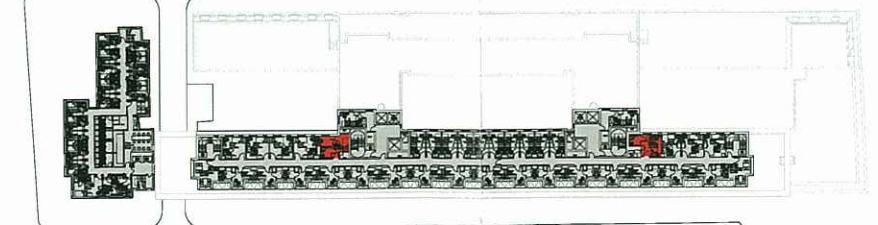
Ninth Floor



Lower Ground Floor



Fourth Floor



Eighth Floor

CLIENT	
STRUCTURAL ENGINEER	
SERVICES ENGINEER	
CONSULTANT	
KEY PLAN	

NOTES:

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12	08.11.13	Red hatch added to 7th floor (south)	RM	AR
11	03.10.13	Issued for information	RM	AR
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Information

tp bennett

architecture
interiors
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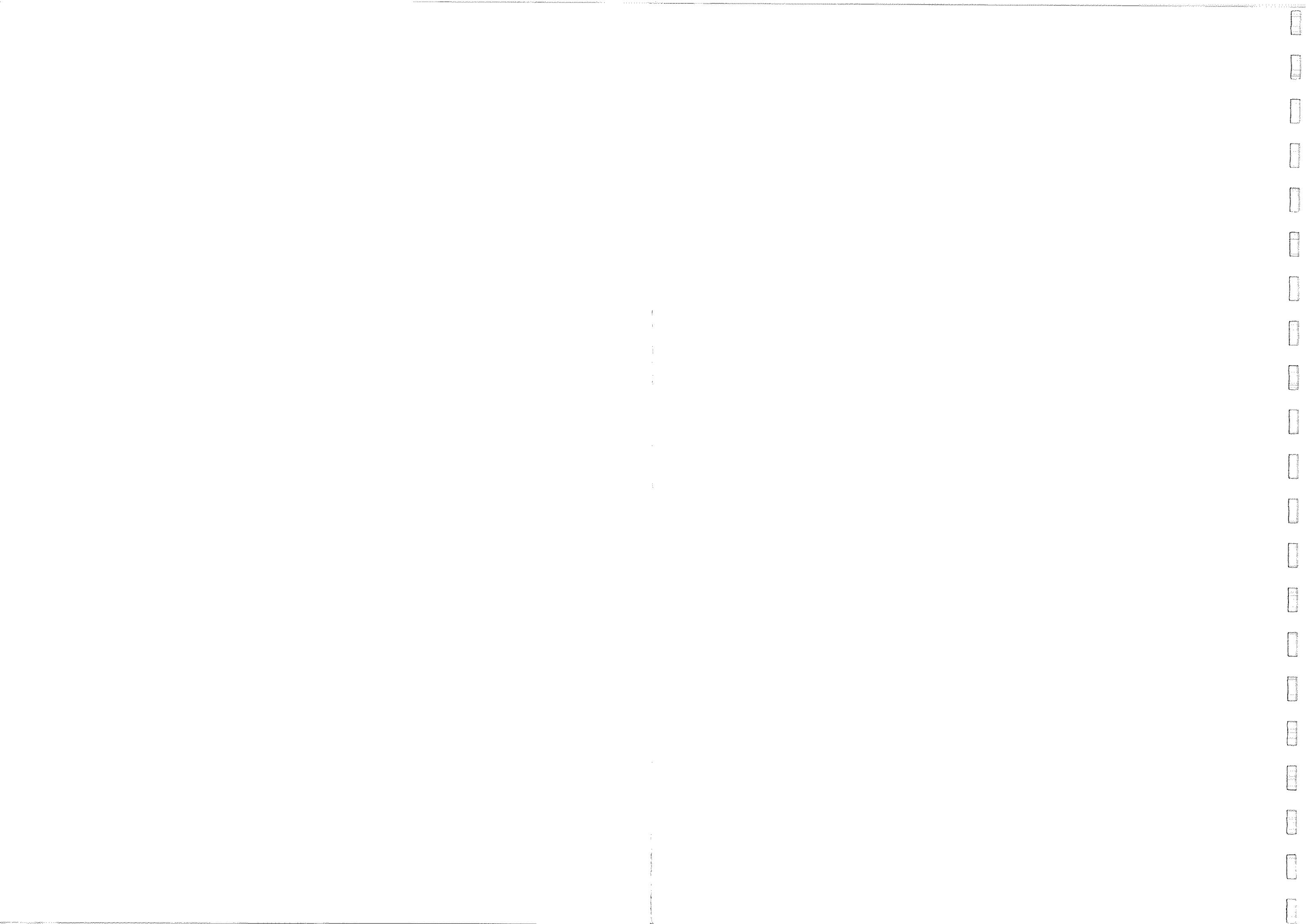
One America Street, London SE1 0NE UK +44 (0) 20 7596 2000 www.tpbenne.co.uk
London Manchester Abu Dhabi New York

Project
Proposed
University of London
Cartwright Gardens, London

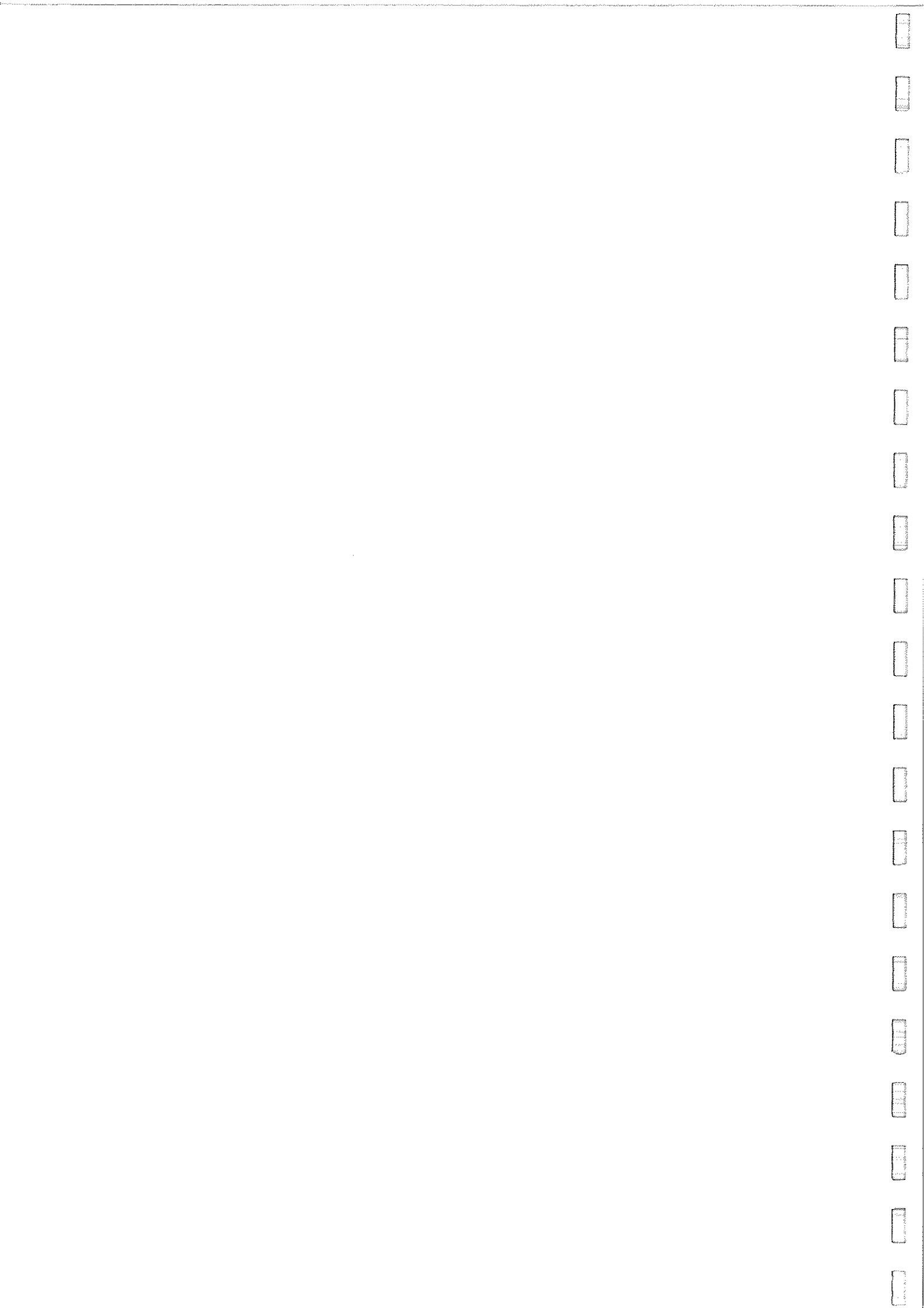
Drawing Title
Plan 2

Drawn	Date	Scale @ A3	Alt. Ref.
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tp bennett Project No.	Drawing Number	Rev
A10417	E 1102	12









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CONSULTANT
KEY PLAN

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Handwritten notes:
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NO.	DATE	REVISION	BY	CHKD
1	10/10/13	Issued for information	TP	AS
2	10/10/13	Revised	TP	AS

Information
tp bennett
architecture
interiors
planning

One Avenue Street, London SE1 0AE, UK. +44 (0) 20 7928 2000. www.tp-bennett.com
Project: Cartwright Gardens
Drawing No: Plan 6

Proposed
University of London
Cartwright Gardens, London

Drawing Title
Plan 6

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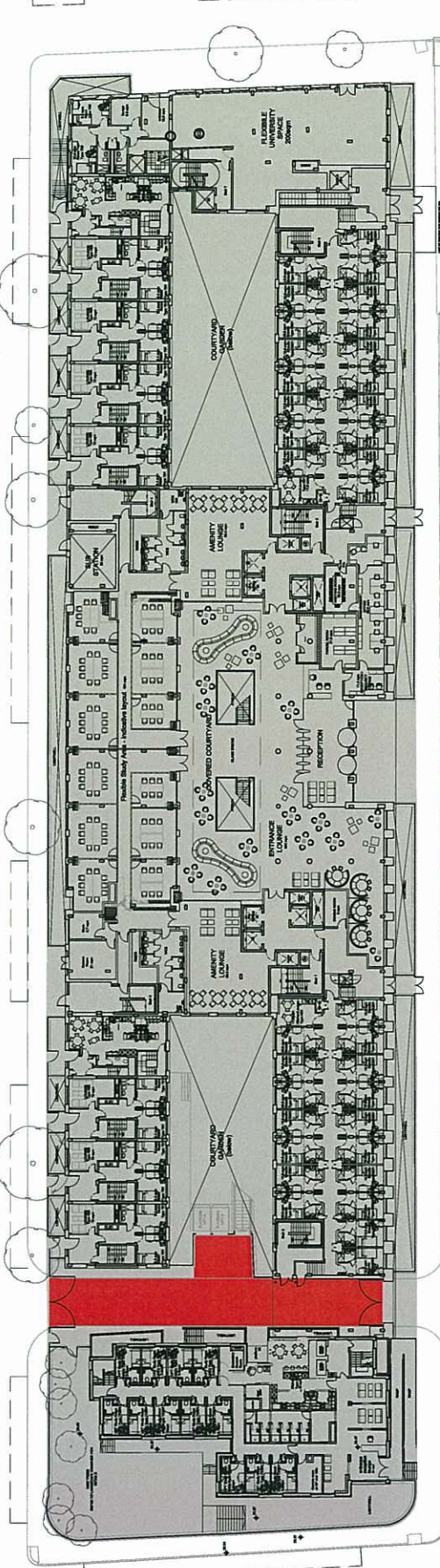
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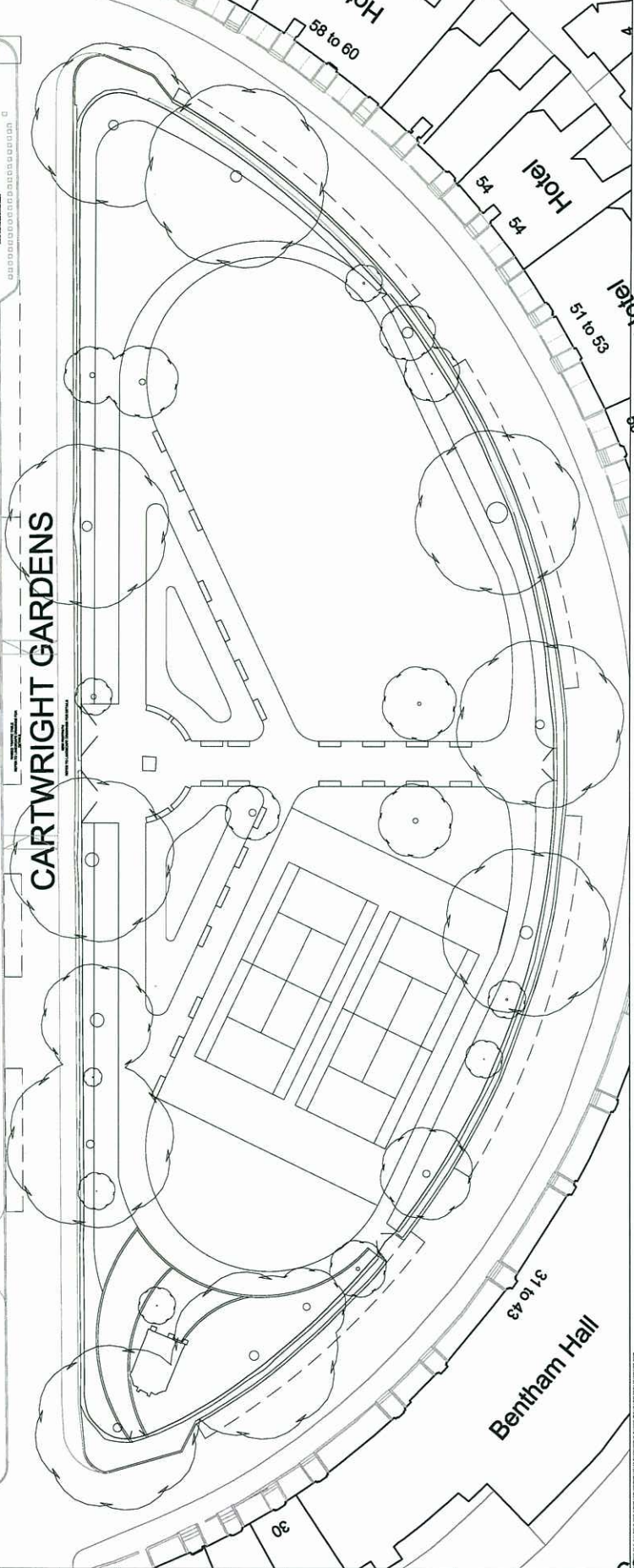
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10/10/13

STREET
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Church
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Sandwich House
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STREET

SANDWICH STREET



CARTWRIGHT GARDENS



Bentham Hall

Hotel

Hotel

Hotel

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**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

CBRE
CBRE
Henrietta House
Henrietta Place
London
W1G 0NB

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2013/1598/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:

**University of London
Garden Halls and Cartwright Gardens Open Space
London
WC1H 9FF - 9EF**

Proposal:

DECISION
Redevelopment, following the demolition of Canterbury Hall, Commonwealth Hall and part of Hughes Parry Hall, involving the retention and refurbishment of Hughes Parry Hall tower and the erection of a 5-9 storey (plus basement level) building comprising new student accommodation (Sui Generis), leading to a net increase of 187 bedrooms (from 1,013 to 1,200 rooms); associated ancillary uses (including flexible space for the University of London, communal and catering areas); landscaping including two internal courtyards; together with alterations to vehicle accesses, public highway and alterations to Cartwright Gardens, including modification of access to and landscaping within the Gardens.

Supporting Documents: Planning Statement by CBRE, Design & Access Statement by tp Bennett & Maccreanor Lavington, Access and Inclusivity Statement by All Clear Designs, Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy, Statement of Community Involvement by Loadstone, Daylight/Sunlight and Overshadowing Report by GIA, Internal Daylight Report by GIA, Traffic Impact Assessment and Travel Plan by Cundall Johnson and Partners LLP, Delivery and Servicing Management Plan by Cundall Johnson and Partners LLP, Acoustic Report by SRL Technical Services, Air Quality Assessment by Air Quality Consultants Ltd, Energy and Sustainability Statements (including BREEAM Pre-Assessment) by Mecserve, Arboricultural Implications Assessment and Arboricultural Method Statement by Thomson Ecology, Basement Impact Assessment by Cundall Johnson and Partners LLP, Phase 1 Geoenvironmental Desk

Study Report and Ground Investigation, Geotechnical and Geoenvironmental Assessment Report by Cundall Johnson and Partners LLP, Archaeological Assessment by The Brigantia Archaeological Practice, Unexploded Ordnance Risk Assessment by Bomb Search, Draft Student Management Plan by University of London and University Partnerships Programme and Draft Construction Management Plan by McBains Cooper, Crime Impact Assessment (CBRE April 2013), Draft Summer Management Plan (CBRE 12th July 2013), Cartwright Gardens Draft Operation Management Plan by University Partnerships Programme and Flood Risk Assessment by Cundall Johnston and Partners LLP.

Drawing Nos: A10417C 001 P2, 050 P1, 099 P2, 100 P2, 101 P2, 102 P2, 103 P2, 104 P2, 105 P2, 106 P2, 107 P2, 108 P2, 109 P2, 110 P2, 111 P2, 112 P2, 113 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 300 P2, 500 P1, 501 P1, 502 P1, 503 P1, 1001 P1 and 1002 P1. A10417D 099 P2, 100 P2, 101 P3, 102 P3, 104 P3, 105 P3, 106 P3, 107 P2, 108 P2, 109 P2, 110 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 210 P2, 212 P2, 300 P2, 301 P2, 310 P3, 311 P3, 320 P2, 400 P2, 401 P2, 500 P1, 501 P1, 502 P1, 503 P1, 600 P2, 610 P2 and 1300 I2. A10417Z 099 T1, 100 T1, 101 T1, 102 T1, 103 T1, 104 T1, 105 T1, 106 T1, 107 T1, 108 T1, 109 T1, 110 T1, 111 T1, 112 T1, 113 T1, 114 T1, 115 T1, 200 T1, 201 T1, 202 T1, 203 T1, 204 T1 and 300 T1. 1488P100; 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 and 113. MLUK339P 211; 220, 221, 222 and 223

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 Detailed drawings, or samples of materials as appropriate, in respect of the following in regard to both Area A and Area B (separately), shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is commenced in the respective Area (excluding works of demolition, site clearance and the erection of temporary structures):

- a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and doors at a scale of 1:10 with typical glazing bar details at 1:1.
- b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

- c) Details elevations and section showing typical facing brick arrangements within relevant building sections including areas of recessed building services (including rainwater goods), expansion joints vertical and horizontal banding;
- d) Samples and manufacturer's details of new facing materials including brickwork,
- e) A sample panel of brickwork no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond, pointing, expansion joints and vertical and horizontal banding, shall be erected on site for inspection for the local planning authority and maintained for the duration of the works.
- f) Method statement and details drawing showing the external manifestation of the room ventilation system

The relevant part of the works shall be carried out in accordance with the approved details and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the tree(s).

- 5 a) No development (excluding works of demolition, site clearance and the erection of temporary structures) within Area A shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas and lightwells within that Area have been submitted to and approved by the local planning authority in writing.

b) No development (excluding works of demolition, site clearance and the erection of temporary structures) within Area B shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas and lightwells within that Area and to the Cartwright Gardens Open Space have been submitted to and approved by the local planning authority in writing.

Such details shall include, where appropriate, details of proposed boundaries, surfacing, any proposed earthworks including grading, mounding and other changes in ground levels, treatment of the retained and refurbished tennis courts and form and fixing of seats. The works shall thereafter not be carried out otherwise than in accordance with the approved details and the timeframe set out within Condition no.21 below.

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 CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 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 neighbouring properties and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 8 In Area B, prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures), full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation of the proposed basement catering facilities, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough

of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 9 9a) In Area A, prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures), 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

b) In Area B, prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures), 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 CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 At least 28 days prior to the commencement of development in Area B, an intrusive ground investigation shall be carried out in accordance with the approved written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas (Phase 1 Geoenvironmental Desk Study Report and Ground Investigation, Geotechnical and Geoenvironmental Assessment Report by Cundall Johnson and Partners LLP as referred to at condition no. 23 below), and the results of this investigation and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing. 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 in writing 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 policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 11 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the approved development shall be carried out otherwise than within the curtilage of the building.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the

London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Prior to the first occupation of the accommodation within Area A or Area B of the approved development, the service road and associated gating, enclosure and supporting lifts within the site as shown on the approved plans shall be provided and thereafter not obstructed by the placement or installation or erection of any permanent development unless prior written consent is given by the local planning authority.

Reason: In order to satisfactorily provide for the movement of vehicles within the site and in the interests of highways and pedestrian safety in accordance with Appendix 6 of Supplementary Planning Guidance, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures) in Area B, details of the secure and covered cycle storage area for 600 cycles within the basement level of the development, and details of the position and number of visitors cycle storage facilities in the vicinity of the main Cartwright Gardens building entrance (a minimum of 2 spaces) shall be submitted to and approved by the local planning authority in writing. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of any of the new accommodation within Area B, and shall thereafter be permanently retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 14 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 15 Notwithstanding the reference in the approved revised Acoustic Statement, prior to the first occupation of the approved accommodation within Area B, Type 2 acoustic glazing including acoustic trickle vents shall be installed to all east facing windows within those parts of the development fronting onto Sandwich Street and thereafter retained.

Reason: To safeguard the amenities of the neighbouring properties and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 The flat or green roof areas to the development hereby approved shall not be used as sitting out or amenity areas and access shall only be available for maintenance purposes.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 17 The areas of identified obscure glazing shown on the approved drawings shall be installed prior to the first occupation of the relevant part of the development hereby approved, and thereafter retained.

Reason: In order to prevent unreasonable overlooking of surrounding accommodation, in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 18 Details of bird and bat nesting boxes / bricks to enhance local populations of Biodiversity Action Plan priority species shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works within Area B commencing on site. The details shall include the exact location, specification and design. The boxes / bricks shall be installed with the development prior to the first occupation of the building to which they form part or the first use of the space in which they are contained. The nesting boxes / bricks shall be installed strictly in accordance with the details so approved, shall be maintained as such thereafter.

REASON: To ensure the development contributes towards creation of habitats and valuable areas for biodiversity in accordance with Policy CS15 of the London Borough of Camden Local Development Framework

- 19 Full details of a sedum roof shall be submitted to and approved by the Local Planning Authority, in writing, before the development commences. The development shall not be carried out otherwise than in accordance with the details thus approved and the sedum / brown roof shall be fully implemented prior to the first occupation of any accommodation within Area B.

REASON: To enhance the character and ecology of the development, to provide undisturbed refuges for wildlife, to promote sustainable urban drainage, and to enhance the performance and efficiency of the proposed building. To comply with Policy CS15 of the London Borough of Camden Local Development Framework

- 20 Prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures) within Area A or Area B, full details of a lighting strategy, to include information about potential ecological impacts, relating to the relevant Area, shall be submitted to, and approved in writing by the Local Planning Authority. The approved lighting strategy relating to the relevant Area shall thereafter be fully implemented prior to the first occupation of accommodation within that Area.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to protect the amenity of current and future occupiers from light pollution and to ensure compliance with the protection of possible habitats in accordance with policies CS5 (Managing the impact of growth and development), CS14 (Promoting high quality places and conserving heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 21 All hard and soft landscaping works within the relevant Area, as approved under Condition 5 above, shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development within that Area. The hard and soft landscaping works relating to the Cartwright Gardens Open Space shall be carried out no later than the end of the planting season following the first occupation of the development within Area B. 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 CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 22 Prior to commencement of development (excluding works of demolition, site clearance and the erection of temporary structures) details of sustainable urban drainage system measures shall be submitted to and approved in writing by the local planning authority. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: In accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 23 The development hereby permitted shall, unless otherwise reserved for approval within another condition attached to this decision, be carried out in accordance with the following approved plans:

A10417C 001 P2, 050 P1, 099 P2, 100 P2, 101 P2, 102 P2, 103 P2, 104 P2, 105 P2, 106 P2, 107 P2, 108 P2, 109 P2, 110 P2, 111 P2, 112 P2, 113 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 300 P2, 500 P1, 501 P1, 502 P1, 503 P1, 1001 P1 and 1002 P1. A10417D 099 P2, 100 P2, 101 P3, 102 P3, 104 P3, 105 P3, 106 P3, 107 P2, 108 P2, 109 P2, 110 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 210 P2, 212 P2, 300 P3, 301 P2, 310 P3, 311 P3, 320 P2, 400 P2, 401 P2, 500 P1, 501 P1, 502 P1, 503 P1, 600 P2, 610 P2 and 1300 I2. A10417Z 099 T1, 100 T1, 101 T1, 102 T1, 103 T1, 104 T1, 105 T1, 106 T1, 107 T1, 108 T1, 109 T1, 110 T1, 111 T1, 112 T1, 113 T1, 114 T1, 115 T1, 200 T1, 201 T1, 202 T1, 203 T1, 204 T1 and 300 T1. 1488P100; 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 and 113. MLUK339P 211; 220, 221, 222 and 223

Supporting documents:

Supporting Documents: Planning Statement by CBRE, Design & Access Statement by tp Bennett & Maccreanor Lavington, Access and Inclusivity Statement by All Clear Designs, Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy, Statement of Community Involvement by Loadstone, Daylight/Sunlight and Overshadowing Report by GIA, Internal Daylight Report by GIA, Traffic Impact Assessment and Travel Plan by Cundall Johnson and Partners LLP, Delivery and Servicing Management Plan by Cundall Johnson and Partners LLP, Acoustic Report by SRL Technical Services, Air Quality Assessment by Air Quality Consultants Ltd, Energy and Sustainability Statements (including BREEAM Pre-Assessment) by Mecserve, Arboricultural Implications Assessment and Arboricultural Method Statement by Thomson Ecology, Basement Impact Assessment by Cundall Johnson and Partners LLP, Phase 1 Geoenvironmental Desk Study Report and Ground Investigation, Geotechnical and Geoenvironmental Assessment Report by Cundall Johnson and Partners LLP, Archaeological Assessment by The Brigantia Archaeological Practice, Unexploded Ordnance Risk Assessment by Bomb Search, Draft Student Management Plan by University of London and University Partnerships Programme and Draft Construction Management Plan by McBains Cooper, Crime Impact Assessment (CBRE April 2013), Draft Summer Management Plan (CBRE 12th July 2013), Cartwright Gardens Draft Operation Management Plan by University Partnerships Programme and Flood Risk Assessment by Cundall Johnston and Partners LLP.

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

- 24 The development within Area B hereby approved shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent) and mitigation of the effects of noise and vibration from the operations on the adjoining operations and structures of London Underground, have been submitted to and approved in writing by the local planning authority. The development shall thereafter be carried out in all respects in accordance with the approved design and method statements.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure in accordance with Policy CS11 of the London Borough of Camden Core Strategy.

- 25 The total number of residents of the student accommodation hereby approved shall not at any time exceed the approved number of 1200 bedspaces within the accommodation as a whole.

Reason: In order to prevent over-occupancy of the premises which would have a detrimental impact on the amenities of occupiers of the premises and the neighbouring area in accordance with policies DP9 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 26 Details of the size, appearance, position and means of visual screening to all external plant equipment within Area A or Area B shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development within the relevant Area.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 27 Within Area B, the development hereby permitted shall not be commenced (excluding works of demolition, site clearance and the erection of temporary structures) until a detailed surface water drainage scheme for the site, based on the agreed Floor Risk Assessment (FRA) Cundall University of London, Cartwright Gardens Development, document number RPT003 supporting document CL-XX-(52)-4001 and email correspondence on 17 and 18 October 2013 to the Environment Agency entitled 'RE: Cartwright Gardens - Environment Agency update has been submitted to and approved in writing by the local planning authority. The drainage strategy shall include a restriction in run-off and surface water storage on site as outlined in the FRA. The scheme shall subsequently be implemented in accordance with the

approved details before the development is completed.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, and improve habitat and amenity, in accordance with Policies CS13 and DP23 of the London Borough of Camden Local Development Framework.

- 28 Prior to the commencement of development (excluding works of demolition, site clearance and the erection of temporary structures) within Area A, a temporary scheme of servicing and delivery management shall be submitted to and approved in writing by the Local Planning Authority. In the period prior to the first occupation of accommodation within Area B, the accommodation within Area A shall not be occupied at any time other than when the requirements of the approved scheme are being observed in full.

Reason: In order to satisfactorily provide for the movement of vehicles within the site and in the interests of highways and pedestrian safety in accordance with Appendix 6 of Supplementary Planning Guidance, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 InformativeText
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DECISION

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

Culture and Environment Directorate

Mr Nick Belsten
CBRE
Henrietta House
Henrietta Place
London W1G 0NB

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2013/1787/C**
Please ask for: **Richard McEllistrum**
Telephone: 020 7974 2056

Dear Sir/Madam

DRAFT
DECISION

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

Conservation Area Consent Granted

Address:

**University of London Garden Halls
and Cartwright Gardens Open Space
London
WC1H 9FF -**

DECISION

Proposal:

Demolition of Canterbury Hall, Commonwealth Hall and part of Hughes Parry Hall, relating to the retention and refurbishment of Hughes Parry Hall tower and the erection of a 5-9 storey (plus basement level) building comprising new student accommodation (Sui Generis), leading to a net increase of 187 bedrooms (from 1,013 to 1,200 rooms); associated ancillary uses (including flexible space for the University of London, communal and catering areas); landscaping including two internal courtyards; together with alterations to vehicle accesses, public highway and alterations to Cartwright Gardens, including modification of access to and landscaping within the Gardens.

Drawing Nos: A10417C 001 P2, 050 P1, 099 P2, 100 P2, 101 P2, 102 P2, 103 P2, 104 P2, 105 P2, 106 P2, 107 P2, 108 P2, 109 P2, 110 P2, 111 P2, 112 P2, 113 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 300 P2, 500 P1, 501 P1, 502 P1, 503 P1, 1001 P1 and 1002 P1. A10417D 099 P2, 100 P2, 101 P3, 102 P3, 104 P3, 105 P3, 106 P3, 107 P2, 108 P2, 109 P2, 110 P2, 114 P2, 115 P2, 200 P2, 201 P2, 202 P2, 203 P2, 204 P2, 210 P2, 212 P2, 300 P3; 301 P2, 310 P3, 311 P3, 320 P2, 400 P2, 401 P2, 500 P1, 501 P1, 502 P1, 503 P1, 600 P2, 610 P2 and 1300 I2. A10417Z 099 T1, 100 T1, 101 T1, 102 T1, 103 T1, 104 T1, 105 T1, 106 T1, 107 T1, 108 T1, 109 T1, 110 T1, 111 T1, 112

T1, 113 T1, 114 T1, 115 T1, 200 T1, 201 T1, 202 T1, 203 T1, 204 T1 and 300 T1.
1488P100; 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112 and 113.
MLUK339P 211; 220, 221, 222 and 223

Supporting Documents: Planning Statement by CBRE, Design & Access Statement by tp Bennett & Maccreanor Lavington, Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy, Archaeological Assessment by The Brigantia Archaeological Practice, Draft Construction Management Plan by McBains Cooper.

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

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

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

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1

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

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

- 2.37 "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
- 2.38 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.39 "the Property" the land known as 1-26 Cartwright Gardens, London WC1H 9EF including the gardens and recreational open space known as Cartwright Gardens Open Space and the highway land known as Cartwright Gardens the same as shown shaded grey on the Plan 1 annexed hereto
- 2.40 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.41 "the Public Areas" means the Public Area (Tennis Access) and the Public Area (Daytime Access)
- 2.42 "Public Area (Tennis Access)" means the tennis courts located within the Public Areas of Cartwright Gardens and to include any other designated access or space for use with the tennis courts
- 2.43 "Public Area (Daytime Access)" means the area(s) outlined in blue on Plan 4
- 2.44 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act

1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.45 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.46 "Sandwich Street Access Restriction"

means that except for emergency exit and only in circumstances specified in the Student Management Plan the external access doors from the 4 northernmost Student Townhouses on Sandwich Street as shown on Plan 5 which are not to be used at any time AND from the 5 southernmost Student Townhouses on Sandwich Street as shown on Plan 5 which are not to be used between the hours of 8pm to 8am on any day of the week **AND FOR THE AVOIDANCE OF ANY DOUBT** no use of the external access doors during the Summer Holiday Period from the 5 southernmost Student Townhouses on Sandwich Street at any time.

2.47 "Student"

any full time student on a higher education course at an Approved University or student within the Summer User Group and reference to "Students" shall be construed accordingly and shall in each case be taken to include any person engaged in a pastoral or other role further to the requirements of the Student Management Plan

- 2.48 "the Student Accommodation" the student units within the Development to be used only as student accommodation the same as shown shaded grey and shaded red on Plan 2
- 2.49 "the Student Accommodation Requirement" a requirement that the Student Accommodation shall be Occupied during any given academic year excluding the Summer Holiday Period for no purpose other than as housing available for letting to students of an Approved University
- 2.50 "Student Management Plan" a plan substantially in the form drafted and appended at the fifth schedule setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation and which includes the following:-
- (a) incorporation of the elements set out in the "Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation" as amended from time to time;
 - (b) measures to ensure the behaviour of Students both on and off the Property causes minimum impact on or disruption to local residents and community;
 - (c) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of

reference if local residents wish to raise any issues;

- (d) measures taken to ensure movements of Students when they move into the Property at the start of each scholastic term and year and then move out of the Property at the end of each scholastic term and year are coordinated and minimise any impact arising from the same; and
- (e) a disciplinary procedure for instances where antisocial behaviour arises on or off the Property;
- (f) provisions for policing incidents of noise and anti-social behaviour both on and off the Property; and
- (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
- (h) details setting out how the Sandwich Street Access Restriction shall be enforced including full details of the circumstances when emergency use of the external access doors from the Student Townhouses on to Sandwich Street would occur and details of the use of time lock mechanisms to restrict access from the southernmost 5 townhouses during the Summer Holiday Period

- 2.51 "Student Townhouses" that part of the Student Accommodation identifying the 4 northernmost and 5 southernmost townhouses on Sandwich Street and their respective external access doors onto Sandwich Street as shown on Plan 5
- 2.52 "Summer Holiday Period" that period of the calendar year of no more than 15 weeks and namely during the months of part of June, all of July and August and part of September
- 2.53 "Summer Use Management Plan" a plan substantially in the form drafted and appended at the seventh schedule setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation during the Summer Holiday Period
- 2.54 "the Summer User Group" any person occupying a unit of Student Accommodation during the Summer Holiday Period.
- 2.55 "the Sustainability Plan" a plan substantially in accordance with the draft appended at the eleventh schedule 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) Be based on a Building Research Establishment (BRE) Environmental Assessment Method assessment with a target of achieving a Very Good, Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories

(b) include a pre-Implementation review by Licensed Assessors of the BRE 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; and

(c) measures to secure a post construction review of the Development by Licensed Assessors of the BRE 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

2.56 "the Training and Employment Contribution"

the maximum aggregate sum of £105,000 (one hundred and five thousand pounds) at seven thousand pounds per apprentice for the fifteen construction apprentices to be paid by the Owner to the Council (in the event that a construction apprentice placement is not provided by the Owner) at the end of the Construction Phase in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.57 "the Travel Plan Monitoring Contribution"

the sum of £5,729 (five thousand seven hundred and twenty nine 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 Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.58 "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

2.59 "The Travel Plan"

a plan substantially in accordance with the draft appended at the third schedule setting out a package of measures to be adopted by the Owner in the management of the Development 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 within 2 months of receipt of the 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 within 2 months of 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

2.60 "the Tree Works"

the planting of between fifteen and twenty street trees and the necessary works including the establishment of the tree pits, movement of the trees to their pits, the planting and the three year establishment and maintenance of the trees

2.61 "the Tree Works Contribution"

the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for carrying out the Tree Works in the vicinity of the Property and for the payment for

maintenance works to existing street trees on Cartwright Gardens

2.62 "Wheelchair Accessible Units"

the Student Accommodation units that meet the minimum requirements of Part M of the Building Regulations 2010 (as amended)

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 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 or 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 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 requires otherwise shall include their successors in title and in the case of the Council shall include its successors in function as local planning authority.

3.8 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 OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

4.2 The Owner hereby covenants with the Council to ensure that prior to the Occupation of the Student Accommodation forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2 above will remain for the lifetime of the Development.

4.4 **ACCESSIBLE ACCOMMODATION PLAN**

4.4.1 Prior to the Implementation Date to submit to the Council for approval the draft Accessible Accommodation Plan.

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

- 4.4.3 Not to Occupy or permit the Occupation of the Development (excluding Student Accommodation within that part of the Development currently known as Hughes Parry Hall) until the Council has confirmed in writing that the measures incorporated in the Accessible Accommodation Plan have been incorporated into the Development.
- 4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development (excluding Student Accommodation within that part of the Development currently known as Hughes Parry Hall) at any time except in accordance with the Accessible Accommodation Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Accessible Accommodation Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance within ten working days.
- 4.4.5 Not to Occupy or permit the Occupation of the Student Accommodation within that part of the Development currently known as Hughes Parry Hall following refurbishment (as detailed in the Planning Permission) until the Council has confirmed its approval in writing that the measures incorporated in the Accessible Accommodation Plan have been incorporated into that part of the Development and following Occupation of Hughes Parry Hall the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Accessible Accommodation Plan.

4.5 CARTWRIGHT GARDENS OPEN SPACE OPERATIONAL MANAGEMENT PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for its written approval the Cartwright Gardens Open Space Operational Management Plan.
- 4.5.2 Not to Occupy or permit Occupation of any part of the Development (excluding Student Accommodation within that part of the Development presently known as Hughes Parry Hall) until such time as the Council has approved the Cartwright Gardens Open Space Operational Management Plan as demonstrated by written notice to that effect.
- 4.5.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development (excluding Student Accommodation within that part of the

Development presently known as Hughes Parry Hall) unless the Gardens are being managed in strict accordance with the Cartwright Gardens Open Space Operational Management Plan as approved by the Council from time to time and following the refurbishment of Hughes Parry Hall the Owner shall not Occupy or permit Occupation of the Development unless the Gardens are being managed in strict accordance with the requirements of the Cartwright Gardens Open Space Operational Management Plan.

4.5.4 To allow the public at large to pass on foot along the footpaths and open spaces within Cartwright Gardens from the date on which the Property is first Occupied (excluding the Student Accommodation within that part of the Development presently known as Hughes Parry Hall) for the lifetime of the Building.

4.5.5 At all times during the lifetime of the Building:

- (a) occupy the Cartwright Gardens Open Space in accordance with the terms of the Cartwright Gardens Open Space Operational Management Plan;
- (b) at its own expense (with no cost being borne by the Council) maintain the Cartwright Gardens Open Space in good repair;
- (c) at its own expense (with no cost being borne by the Council) maintain the Cartwright Gardens Open Space in clean and tidy condition;
- (d) not to temporarily close the Cartwright Gardens Open Space other than in if reasonably necessary and expedient in the interests of security public safety or good order or for the purposes of repair improvement maintenance renewal replacement alteration reinstatement or replanting to any area of the gardens **SAVE THAT** the Owner shall be entitled to refuse access to any persons conducting themselves in any excessively noisy disorderly or indecently behaving manner or who is causing any nuisance or annoyance to other members of the public.

4.6 COMMUNITY FACILITIES CONTRIBUTION

- 4.6.1 Prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Community Facilities Contribution in full as demonstrated by written notice to that effect.

4.7 COMMUNITY LIAISON GROUP

- 4.7.1 Four weeks prior to the submission to the Council for its written approval, drafts of the final versions of the Construction Management Plan, the Open Space Operational Management Plan, the Student Management Plan and the Summer Use Management Plan to be made available to the Community Liaison Group so as to allow input into said Plans and to allow for the preparation of an appropriate statement by the Community Liaison Group (in compliance with para 2.14(a) (Construction Management Plan)) and in addition the Owner shall at its own expense:

- i. convene the Community Liaison Group from such persons (subject to a maximum of 10 people) who have a direct interest in the management of Cartwright Gardens and to include a ward councillor, Local Residents, hotel owners (from among those premises directly fronting Cartwright Gardens), local business or business organizations and local community groups;
- ii. appoint a person ("the Liaison Officer") responsible for liaising with the Local Residents, local people and businesses and other interested parties about the operation of the Community Liaison Group and the continuing management of the Gardens and Student Accommodation and Occupation during the Summer Holiday Period such person or his representative to organise and attend all meetings of the Community Liaison Group with all such meetings to take place within easy walking distance of the Property, if not within the Development;
- iii. give a minimum of seven days written notice of each meeting of the Community Liaison Group to all members of such working group and to provide suitable facilities for the meetings of the Community Liaison Group;

- iv. ensure that meetings of the Community Liaison Group shall take place every three months (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Community Liaison Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Community Liaison Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Community Liaison Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion **AND PROVIDED ALSO** that if the Community Liaison Group decide to meet less frequently than is provided above then meetings of the working group shall be convened at such intervals as the Community Liaison Group decides;
- v. ensure that an accurate written minute is kept of each meeting of the Community Liaison Group recording discussion and any decisions taken by the Community Liaison Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- vi. in the event of the majority of members of the Community Liaison Group voting in favour of making a recommendation to the Owner in respect of the management of the Gardens or Student Accommodation or Occupation during the Summer Holiday Period (each member of the group having one vote on any motion proposed) to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Liaison Group of this fact together with written reasons as to why this is the case.

4.8 CONSTRUCTION MANAGEMENT PLAN

- 4.8.1 Two months prior to the Implementation Date to submit to the Council for its written approval a draft of the final Construction Management Plan.
- 4.8.2 Not to Implement nor allow Implementation of the Development to be undertaken until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.9 DELIVERY AND SERVICING MANAGEMENT PLAN

- 4.9.1 Not to Occupy or permit Occupation of the Development (save for that part of the Development presently known as Hughes Parry Hall) until the final Delivery and Servicing Management Plan has been submitted to and approved by the Council in writing.

- 4.9.2 After the Occupation Date of the Building 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 Delivery and Servicing Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Delivery and Servicing Management Plan and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.10 EMPLOYMENT AND TRAINING PLAN

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

- 4.10.2 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.

- 4.10.3 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.

4.10.4 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.

4.11 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.11.1 Prior to the Implementation Date to submit to the Council for its written approval the final Energy Efficiency and Renewable Energy Plan.

4.11.2 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.

4.11.3 Not to Occupy or permit Occupation of the Development (save for that part of the Development presently known as Hughes Parry Hall) until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Development.

4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development (save for that part of the Development presently known as Hughes Parry Hall) 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 and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.11.5 Not to Occupy or permit the Occupation of the Student Accomodation within that part of the Development currently known as Hughes Parry Hall following refurbishment

(as detailed in the Planning Permission) until the Council has confirmed its approval in writing that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been incorporated into that part of the Development and following Occupation of Hughes Parry Hall the Owner 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.

4.12 ENVIRONMENTAL CONTRIBUTION

4.12.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Contribution in full.

4.13 HIGHWAYS CONTRIBUTION

4.13.1 On or prior to the Implementation Date to:

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

4.13.3 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.

4.13.4 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.

4.13.5 On completion of the Highway Works the Council may provide to the Owner an itemised certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works and specify and provide a full breakdown for any expenditure above the Highways Contribution.

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

4.14 LOCAL EMPLOYMENT

4.14.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.14.2 In order to facilitate compliance with the requirements of sub-clause 4.14.1 above the Owner shall use reasonable endeavours to work in partnership with (i) the King's Cross Construction Centre; and (ii) to take the following specific measures to ensure:-

- a) 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;
- b) 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 for a period of 1 week before marketing more widely;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the construction phase 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;
- d) 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; and
- e) the Owner to use reasonable endeavours to provide 21 Construction work placement opportunities of not less than two weeks each to be undertaken over

the course of the Development to be recruited through the Kings Cross Construction Skills Centre.

4.14.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 15 construction trade 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.
- (iv) be supported with a £1,500 per apprentice contribution towards the cost of recruitment and training to be paid to the Council upon Implementation.

4.14.4 If the Owner is unable to provide the apprentices in accordance with Clause 4.14.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

- (a) forthwith pay the Council the Training and Employment Contribution in full; and
- (b) shall not Occupy or permit Occupation until such time as the Training and Employment Contribution has been paid in full.

4.14.5 Notwithstanding the provisions in clause 4.14.4 of this Agreement, during the Construction Phase the Owner shall use reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.15 **LOCAL PROCUREMENT**

4.15.1 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 services to the Development in accordance with the Council's Local Procurement Code.

4.15.2 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.

4.15.3 To ensure that 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 within ten working days.

4.15.4 To use reasonable endeavours 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.

4.16 **PROJECT ARCHITECT**

4.16.1 Unless otherwise agreed in writing by the Council the Owner will procure that Maccreanor Lavington are retained to oversee the detailed design of the external Cartwright Gardens and Leigh Street facades of the buildings within the Development until Completion **PROVIDED ALWAYS THAT** Maccreanor Lavington continue to comply with their existing terms of appointment (with a copy of these terms being provided to the Council prior to the completion of the Agreement) as varied from time to time.

4.17 **STUDENT MANAGEMENT PLAN**

4.17.1 Prior to Occupation of the Development to submit to the Council for its written approval the Student Management Plan.

4.17.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan as demonstrated by written notice to that effect.

4.17.3 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 Student Management Plan as approved by the Council from time to time (not to be unreasonably withheld or delayed) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the

requirements of the Student Management Plan and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.18 STUDENT ACCOMODATION OCCUPATION

4.18.1 To Occupy the Student Accommodation in accordance with the Student Accommodation Requirement.

4.19 SUMMER USE MANAGEMENT PLAN

4.19.1 Prior to Occupation of the Development to submit to the Council for its written approval the Summer Use Management Plan.

4.19.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved (not to be unreasonably withheld or delayed) the Summer Use Management Plan as demonstrated by written notice to that effect.

4.19.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development during the Summer Holiday Period at any time when the Development is not being managed in strict accordance with the Summer Use Management Plan as approved by the Council from time to time (not to be unreasonably withheld or delayed) and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.20 SUSTAINABILITY PLAN

4.20.1 Prior to the Implementation Date of the relevant part of the Development to submit to the Council for its written approval the Sustainability Plan.

4.20.2 Not to Implement nor permit Implementation of the relevant part of the Development until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.20.3 Not to Occupy or permit Occupation of the relevant part of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan

as approved by the Council have been incorporated into that part of the Development.

4.20.4 Following the Occupation Date of the relevant part of the Development, the Owner shall not Occupy or permit Occupation of that part of the Development at any time when that part of the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of that part of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.21 TRAVEL PLAN

4.21.1 Four months prior to the Occupation Date (excluding the Student Accommodation within that part of the Development presently known as Hughes Parry Hall) to:-

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

4.21.2 Not to Occupy or permit Occupation of any part of the Development (excluding the Student Accommodation within that part of the Development presently known as Hughes Parry Hall) until such time as:

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

4.21.3 Not to Occupy or permit the Occupation of the Student Accommodation within that part of the Development currently known as Hughes Parry Hall following refurbishment (as detailed in the Planning Permission) until the Council has confirmed its approval in writing to the Travel Plan for Hughes Parry Hall and following Occupation of Hughes Parry Hall the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.21.4 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 and in the event of non-compliance with this sub-clause the Owner shall remedy such non-compliance immediately.

4.22 TREES CONTRIBUTION

- 4.22.1 On or prior to the Implementation Date to pay to the Council the Trees Contribution in full.
- 4.22.2 Not to Implement or to allow Implementation until such time as the Council has received the Trees Contribution in full.
- 4.22.3 For the avoidance of doubt the Owner acknowledges that the Council does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs.
- 4.22.4 On completion of the Tree Works the Council will provide to the Owner an itemised certificate which shall specify the sum ("the Trees Certified Sum") expended by the Council and provide a breakdown for any expenditure over the Tree Contribution in carrying out the Tree Works.
- 4.22.5 If the Trees Certified Sum exceeds the Tree Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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 Planning Permission has taken or is about to take place.
- 5.2 In the event that any financial contribution paid under the provisions of this Agreement has not been spent by the Council after ten years from the date of Occupation of that part of the Development known as Hughes Parry Hall for the purposes allocated to it within this Agreement then it shall be returned to the Leasehold Owner.

- 5.3 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 the Planning Permission reference 2013/1598/P the date upon which the relevant parts of the Development are ready for Occupation.
- 5.4 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.
- 5.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 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.
- 5.7 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 2013/1598/P.
- 5.8 Where in this Agreement there is reference to an approval or agreement or other consent to be given or made by the Council such approval agreement or consent

shall be in writing and not unreasonably withheld or delayed. In the event that the Council seeks to withhold any approval agreement or consent it shall notify clear written reasons to the Owner as to why such approval agreement or consent is being withheld and provide early opportunity to the Owner to discuss with the Council any necessary actions or amendments to any plan it considers necessary to enable such approval agreement or consent to be released at the earliest opportunity

- 5.9 Payment of the financial contribution pursuant to Clause 4 under this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN853 ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.10 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.
- 5.11 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied **TOGETHER WITH** if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.12 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2013/1598/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

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

- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7 DUTY TO ACT REASONABLY

- 7.1 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.
- 7.2 It is expressly acknowledged by the Owner that notwithstanding the terms of clause 7.1, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

8 RIGHTS OF THIRD PARTIES

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

9. JOINT AND SEVERAL LIABILITY

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

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

THE COMMON SEAL OF
EXECUTED AS A DEED BY
THE UNIVERSITY OF LONDON
WAS AFFIXED
in the presence of:

.....
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed
By THE WORSHIPFUL COMPANY
OF SKINNERS AS TRUSTEE OF
THE SIR ANDREW JUDD FOUNDATION

by

in the presence of:-

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

.....
Authorised Signatory

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.