

DATED

25 APRIL

2016

**(1) ROYAL FREE LONDON NHS FOUNDATION TRUST**

**and**

**(2) THE ROYAL FREE CHARITY**

**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**

**Royal Free Hospital, Pond Street, London NW3 2QG**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

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PLANNING/PK/1781.73  
(final 19.04.16)



THIS AGREEMENT is made the 25<sup>th</sup> day of April 2016

**B E T W E E N:**

1. **ROYAL FREE LONDON NHS FOUNDATION TRUST** of The Royal Free Hospital, Pond Street, Hampstead, London NW3 2QG (hereinafter called "**the Freeholder**")
2. **THE ROYAL FREE CHARITY** being a company limited by guarantee (registered under company number 09987907 and registered charity number 1165672) whose registered office is at Royal Free Hospital, Pond Street, London NW3 2QG (hereinafter called **the Developer**)
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**")

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL681807.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Developer has entered into an Agreement with the Freeholder dated 30<sup>th</sup> April 2015 for the lease of part of the Property and will carry out the Development and is therefore interested in the Property for the purposes of Section 106 of the Act.
- 1.4 The Freeholder and the Developer shall henceforth together be known as "**the Owner**".
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 28 October 2014 and the Council resolved to grant permission conditionally under reference number 2014/6845/P subject to the conclusion of this legal Agreement.

- 1.6 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.
- 1.7 As local highway authority the Council considers the Council's Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

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| 2.1 | "the Act"   | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Additional Training and Employment Contribution" | the sum of £7,500 (seven thousand five hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Skills Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden |
| 2.3 | "the Agreement"                                       | this planning obligation made pursuant to Section 106 of the Act   |
| 2.4 | "the Burland Category of Damage"                      | an industry recognised category of structural damage as specified at para 2.30 of Camden   |

Planning Guidance 4: Basements and lightwells  
(as amended from time to time) and shown in  
the Eighth Schedule annexed hereto

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| 2.5  | "Business Parking Bay"                   | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated   |
| 2.6  | "Business Parking Permit"                | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay   |
| 2.7  | "the Carbon Dioxide Offset Contribution" | the sum of £81,450 (eighty one thousand, four hundred and fifty 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 towards carbon dioxide off set initiatives in the London Borough of Camden |
| 2.8  | "Certificate of Practical Completion"    | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed  |
| 2.9  | "Charity"                                | the Royal Free Charity with registered charity number 1165672   |
| 2.10 | "Charitable Funds"                       | the money, investments and property for the time being representing the assets and income held by the Charity Trustees in their capacity as special trustees of the Charity   |

2.11 "Charity Trustees"

the persons from time to time appointed as trustees for the Charity who act as the trustees of the Charity

2.12 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt carrying out 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):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing carpark, structures and buildings on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the **First** Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the **Second** Schedule annexed hereto;
- (iv) proposals to ensure the protection of the various listed buildings in the vicinity of the Development including St Stephen's Church, Hampstead Hill School, the Cabman's Shelter on Rosslyn Hill, and the

houses at 5-23 Pond Street during the Construction Phase;

- (v) safe provision of temporary parking for patients, staff and visitors to the Property during the Construction Phase;
- (vi) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vii) 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);
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (ix) 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

2.13 "the Construction Phase

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing car park, structures and buildings on the Property

2.14 “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

2.15 “the Decentralised Energy Contribution”

the sum of £79,875 (seventy nine thousand, eight hundred and seventy five 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 towards the provision and improvement of decentralised energy networks in the London Borough of Camden

2.16 “Detailed Basement Construction Plan”

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties (and in doing so to take into account at all times the findings and the recommendations in the document entitled “Civil & Structural Engineering Team – Internal Memo” dated 9<sup>th</sup> September 2015 by Historic England at the Ninth Schedule annexed hereto and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and

Neighbouring Properties as described in all of the following documents (being documents submitted with the Planning Application):

“the Basement Impact Assessment” by ESI dated October 2014; “Basement Impact Assessment (Surface Water and Groundwater)” by ESI dated October 2014; “Basement Impact Assessment Screening and Scoping Report Land Stability” by Soil Consultants dated 30th January 2015; “Geo-environmental and Geotechnical Site Assessment” by RSK dated October 2014; letter on BIA review from BDP (plus Appendices 1-7) dated 27.1.15; Note on movements associated with excavation by GCG dated January 2015; Surface water runoff supplementary information by BDP dated 6<sup>th</sup> February 2015; calculations for storm sewer design by Micro Drainage dated 6.2.15; email from Simon Myles on BIA matters dated 12.2.15 and to include the following (to be submitted to the Council with the draft plan):

- (1) detailed ground movement analyses (to include consideration of slope stability) demonstrating that the impacts of any excavation and basement works (to be carried out pursuant to the Planning Permission) on St. Stephen’s Church and/or Hampstead Hill School are acceptable such analyses to be informed by:
  - (i) additional ground investigation to better characterise the soil strength and groundwater regime at the Property and the slopes above the Property;

- (ii) a specific study of the history of ground movements affecting all structures at the Neighbouring Properties; and
  - (iii) an analysis of the stability of the existing slopes and all historic excavations at and above the Property having particular regard to evidence of any actual or potential progressive movement.
- (2) a detailed construction methodology and sequence demonstrating how the stability of the buildings, structures and ground at the Neighbouring Properties shall be ensured throughout the Construction Phase and to include:
  - (i) detailed design of the temporary and permanent support measures to be provided to the excavation demonstrating the parameters adopted and quantifying the extent of associated soil movements to be expected.
  - (ii) detailed design of any drainage measures required to preserve or improve the slopes above the excavation.
  - (iii) consideration of the impacts of the removal of any trees; and
  - (iv) consideration of groundwater removal from the excavation and any likely impacts of doing so.
- (3) a detailed structural monitoring and contingency plan for the works setting out:
  - (i) specific location monitoring points;
  - (ii) monitoring equipment for movement and vibration;

- (iii) frequency of monitoring;
- (iv) responsibilities for implementation of the monitoring plan and contingency plan;
- (v) criteria for assessment of monitoring data and comparison with predicted movements;
- (vi) specific contingent actions to be take in response to any exceedance of criteria;
- (vii) communication of the monitoring data to interested parties;
- (viii) responsibilities for implementation of the contingent actions;
- (ix) the resources required to enable implementation of the contingent actions; and
- (x) the availability of the required resources.

(4) surface water drainage calculations indicating how the risk of sewer flooding is to be mitigated

and to include the following key stages:-

- (i) the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND for details of the appointment to be submitted to the council for written approval in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,

(ii) the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-

- (a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and
- (b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "category 0 (negligible)" with reference to the Burland Category of Damage; and
- (c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (1) to (7) inclusive below have been

incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(1) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);

(2) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(3) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting

calculations for both the temporary and permanent basement construction works;

(4) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(5) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(6) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(7) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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.

(iii) the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND for details of the appointment of the certifying engineer to be submitted to the council for written approval in advance; and

(iv) for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (1) to (7) inclusive above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with

a view to addressing these matters in the revised design plans.

(v) only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with:

(a) a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement;

(b) evidence that the Owner has meaningfully and actively consulted local interested parties/local residents groups on the provisions of the plan prior to submission of the plan to the Council;

(c) a statement summarising all representations received by the Owner pursuant to the consultation with local interested parties;

(d) evidence that the Owner (in preparing the plan for submission to the Council) has taken account of any representations received pursuant to sub-clause 2.16(v)(b) hereof and sought to address any issues raised;

(e) confirmation in writing from Members Briefing that the plan is agreed or (in the event of the plan having been referred to the Development Control Committee on the recommendation of Members Briefing) confirmation in writing

from the Development Control Committee  
that the plan is agreed

(vi) The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan

## 2.17 "the Development"

demolition of existing carpark and ancillary structures and erection of new 7 storey building, located on Heath Strange Garden site facing west to Hampstead Green footpath and Rosslyn Hill, containing laboratory/research space for Institute for Immunity and Transplantation, a patient hotel, Royal Free Charity offices plus a replacement carpark of 58 spaces, replacement memorial garden, plant and landscaping, all ancillary to Royal Free Hospital as shown on drawing numbers:- A-RFMR-0000C, 0001C, 0002B, 0003B, 0004B, 0005B, 0006B, 0007B, 0008B, 0009A, 0050A, 2000E, 2001E, 2002E, 2003C, 2004C, 2005C, 2006C, 2007D, 2101F, 2102F, 2103F, 2104F, 2105E, 2200C, 2201C, 2202C, 2203C, 2150B, 2151B; (91)LP001A, 002A, LS101A, 102A; Accurate Visual Representations dated December 2014 and revised February 2015 (ref A-RFMR-9422-B); RFMR-SK-268, 269; 2 unnumbered additional montages viewed from Hampstead Green; Planning, Design and Access Statement by

Hopkins Architects dated October 2014; Arboricultural Development Report by Arbtech dated 17 October 2014; Basement Impact Assessment (Surface Water and Groundwater) by ESI dated October 2014; Basement Impact Assessment Screening and Scoping Report 'Land Stability' by Soil Consultants dated 30th January 2015; CFD Analysis of Building Fume Exhausts by Censum dated October 2014; Construction Dust Risk Assessment by Temple dated 20th October 2014; Daylight and Sunlight Report by EB7 dated 21st October 2014; Archaeological Desk Based Assessment by AOC dated May 2014; Outline Construction Management Plan by Elliott Logistics dated 15th December 2014; Extended Phase 1 Habitat Survey by Arbtech dated 21st October 2014; Energy Statement for Planning by BDP dated 15th October 2014; Flood Risk Assessment by ESI dated October 2014; Noise Statement for Planning by BDP dated 20th October 2014; Planning Statement by Savills dated October 2014; Heritage Appraisal by KM Heritage dated October 2014; Geo-environmental and Geotechnical Site Assessment by RSK dated October 2014; Statement of Community Involvement by Savills dated October 2014; Sustainability Statement by BDP dated 22nd October 2014; Transport Assessment by Vectos dated October 2014; Travel Plan by Vectos dated January 2015; letter on BIA review from BDP (plus Appendices 1-7) dated 27.1.15; updated energy calculations attached to email from Simon Myles on revised energy strategy dated 29.1.15; Note on movements associated with excavation by GCG dated January 2015;

Surface water runoff supplementary information by BDP dated 6th February 2015; calculations for storm sewer design by Micro Drainage dated 6.2.15; emails from Simon Myles on revised energy strategy dated 29.1.15 and BIA matters dated 12.2.15

2.18 "Development Control Committee" the Council's planning committee sitting time from time to consider planning applications and other planning matters

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 4.15 of this Agreement through (but not be limited to) the following:-

- (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Skills Centre for a period of no less than one week before promoting more widely;
- (b) make provision during the Construction Phase for no less than 8 (eight) work experience placements at with the Royal Free Hospital or the new Institute for Immunity and Transplantation following the completion of the Development;
- (c) 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;

2.20 “the Energy Efficiency and Renewable Energy Plan”

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

- (a) incorporation of the measures set out in the submission document entitled “Energy Statement for Planning” by BDP dated 15th October 2014 and the email and updated energy calculations attached to email from Simon Myles on revised energy strategy dated 29.1.15;
- (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 29.9% in carbon emissions in relation to the Property compared against The Building Regulations 2010 requirements 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 an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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 Highways Contribution"

the sum of £228,059 (two hundred and twenty eight thousand and fifty 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include highway remedial and improvement works to the pedestrian and vehicular accesses directly adjacent to the site such as those on Haverstock Hill and Pond Street the works to the Rowland Hill Street Junction as shown in green on the attached plan labelled (91)LP004 ("the Highways Plan") annexed hereto at the Seventh Schedule; and the resurfacing of the public footpath directly adjacent to Hampstead Green as shown in yellow on the Highways Plan annexed hereto at the Seventh Schedule ("the Council's 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 undertaker's works and excludes any statutory undertaker's costs

2.22 "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 save for the purposes of this Agreement site clearance (not to include demolition works), relocation of service media, erection of temporary fences, hoardings shall not constitute implementation

and references to "Implementation" and "Implement" shall be construed accordingly

2.23 "King's Cross  
Construction Skills Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.24 "the Legible London  
Contribution"

the sum of £16,000 (sixteen 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 towards the Legible London Scheme providing wayfinding signage on key walking routes to and from the Royal Free Hospital

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 "Members Briefing"

a meeting of local councillors (being elected members of the Council) held from time to time to consider the impact of planning proposals on conservation areas in the London Borough of Camden

2.28 "Neighbouring Properties"

the properties which neighbour the Development including St. Stephens's Church and Hampstead Hill School on Pond Street, London NW3 and the public house at 250 Haverstock Hill, London, NW3

- 2.29 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.30 "the Owner's Highways Works" the works to be carried out by the Owner to the land coloured purple on the attached Highways Plan
- 2.31 "Parking 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 car parking in and around the entire Royal Free Hospital site which shall include inter alia the following:-
- (a) provision of at least 6 (six) disabled parking spaces located within the new car park associated with the Pears Building such spaces to be used solely by patients staff and visitors having a recognised disability
  - (b) measures to ensure that the fully accessible parking spaces to be provided within the new car park associated with the Development are for the sole use of Royal Free Hospital patients, staff and visitors with a recognised disability
  - (c) (in relation to signage) measures to clearly identify, define and manage those car parking areas to be allocated for use by staff and those car parking areas to be allocated for use by patients and visitors to the Development

(d) implementation and management of the document entitled "Parking Strategy" at appendix J of the document entitled "Royal Free Charity Developments Ltd, Pears Building (Transport Assessment) October 2014" being an approved document under the Planning Permission

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| 2.32 | "the Parties"   | the Council, the Freeholder and the Developer  |
| 2.33 | "the Pedestrian, Cycling and Environmental Improvements Contribution" | the sum of £69,000 (sixty nine 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, cycling and public realm improvements in the area including road safety initiatives and improvements at South End Green (junction of Fleet Road with Pond Street) in the vicinity of the Development |
| 2.34 | "the Planning Application"  | a planning application in respect of the development of the Property submitted to the Council and validated on 28 October 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/6845/P subject to conclusion of this Agreement   |
| 2.35 | "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

- 2.36 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Sixth Schedule annexed hereto
- 2.37 "the Property" the land known as Royal Free Hospital, Pond Street, London NW3 2QG the same as shown edged blue on the plan at the Fifth Schedule annexed hereto
- 2.38 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.39 "the Public Open Space Contribution" the sum of £5,519 (five thousand, five hundred and nineteen 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 towards the provision and improvement of public open spaces in the London Borough of Camden and where reasonably possible, to the improvement of Hampstead Green
- 2.40 "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
- 2.41 "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

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| 2.42 | “St. Stephen’s Church”                  | St. Stephen’s Church, Pond Street, Rosslyn Hill,<br>London, NW3   |
| 2.43 | “St Stephen’s Church<br>Promotion Plan” | <p>a plan to be discussed with both English Heritage and the St Stephen’s Board of Trustees and agreed by the Council in writing with a view to promoting and encouraging further use of St Stephen’s Church to include:</p> <ul style="list-style-type: none"> <li>(a) incorporation of the measures contained in the draft Heritage Benefits Note dated 22 January 2015</li> <li>(b) a nominated a project officer to oversee and facilitate liaison with the trustees of the church</li> <li>(c) measures to encourage the use of the church for meetings and events by the Institute and Royal Free Hospital where those meetings and events cannot be accommodated in the Institute or Royal Free Hospital</li> <li>(d) measures to build awareness of the history and importance of the church</li> <li>(e) a plan for promoting and advertising the fact that the church can be used by staff of the Royal Free Hospital</li> <li>(f) an agreed schedule of hire costs for the church to the public which are competitive with other local venues</li> </ul> |
| 2.44 | “Service Management<br>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 to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) 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
- (h) 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

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

2.45 "the Sustainability Plan"

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

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an 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 an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable 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 an appropriately qualified and recognised independent verification body in respect of the Property 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

2.46 "the Travel Plan Monitoring Contribution"

the sum of £5,902 (five thousand nine hundred and two 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

2.47 "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

2.48 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property

and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

**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 9 and 10 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 Parties upon the Implementation Date. The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as a "car free" development 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

4.1.1 To ensure that prior to occupying any part of the Development each new occupier employee 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:

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

4.1.2 Not to occupy or use (or permit the occupation or use of) any part of the Development at any time during which the occupier employee resident of the Development holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay *or a Business Parking Permit to park in a Business Parking Bay* or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier employee resident is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970). (PK)

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the obligations in sub-clauses 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

##### 4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

#### **4.3 DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.3.1 Prior to commencing any works on site forming part of the Development to provide the Council for approval a draft Detailed Basement Construction Plan.
- 4.3.2 Not to commence any works on site forming part of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice from the Council to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless the Owner demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's satisfaction that the Development can be constructed safely in light of the ground and water conditions and will control ground movements such that impact on the Neighbouring Properties is limited to "category 0 (negligible)" in accordance with the Eighth Schedule annexed hereto.

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan (as approved) 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 Detailed Basement Construction 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 by the Council to remedy such non-compliance AND FURTHER if at any time during the demolition and building out of the Development the Owner becomes aware that because of unforeseen circumstances an impact on the Neighbouring Properties is exceeding category 0 (negligible) with reference to the Burland Category of Damage ("the Excessive Impacts") the Owner shall:

- (i) forthwith make the Council aware of this information;
- (ii) cease all works comprised in the Development that are contributing to or causing the Excessive Impacts; and
- (iii) not re-commence such works until such time as the Council has agreed alternative works.

4.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review (to be carried out once the construction of the basement forming part of the Development has been completed) has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body (to be paid for by the Owner) confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.3.6 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 strictly in accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.4 HIGHWAYS CONTRIBUTION**

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

- 4.4.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.4.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.4.6 The Council hereby grants access over the Council's land as necessary and reasonable for the Owner to carry out the Owner's Highways Works.
- 4.4.7 The Parties acknowledge that the Council is to carry out the Councils' Highways Works and the Owner is to carry out the Owner's Highways Works.
- 4.4.8 On completion of the Council's Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Council's Highway Works.
- 4.4.9 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.4.10 Subject to the receipt of the Highways Contribution the Council shall consult with the Owner on design of the Council's Highway Works and the integration of the Council's Highway Works with the Development.
- 4.4.11 The Council and the Owner's project manager for the Development shall liaise with a view to establishing a programme of works for having the Council's Highways Works completed at the same time as the Development but the Council shall always require at least 3 months advance notice before the Council's Highways Works can be commenced
- 4.4.12 Both parties shall keep the other advised of their progress in complying with the programme of works.

4.4.13 The Parties acknowledge that it is the Parties' intention that the Council's Highways Works and the Owner's Highways Works are to be completed before the Development is completed.

#### **4.5 LEGIBLE LONDON CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to pay to the Council the Legible London Contribution in full.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Legible London Contribution in full.

#### **4.6 PEDESTRIAN, CYCLING AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

4.6.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cycling and Environmental Improvements Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian, Cycling and Environmental Improvements Contribution in full.

#### **4.7 PUBLIC OPEN SPACE CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

#### **4.8 DECENTRALISED ENERGY CONTRIBUTION**

4.8.1 On or prior to the Implementation Date to pay to the Council the Decentralised Energy Contribution in full.

4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Decentralised Energy Contribution in full.

#### **4.9 CARBON DIOXIDE OFFSET CONTRIBUTION**

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Carbon Dioxide Offset Contribution in full.
- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Dioxide Offset Contribution in full.

#### **4.10 TRAVEL PLAN**

##### **4.10.1 Prior to Occupation to:-**

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

##### **4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as:**

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

##### **4.10.3 The Owner covenants with the Council that after the Occupation Date the Development shall be managed in strict accordance with the Travel Plan as approved by the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.**

#### **4.11 PARKING MANAGEMENT PLAN**

- 4.11.1 Prior to Occupation to submit to the Council for approval the Parking Management Plan.
- 4.11.2 Not to Occupy or permit Occupation until such time as the Council has approved the Parking Management Plan as demonstrated by written notice to that effect.

4.11.3 The Owner covenants with the Council that after the Occupation Date the Development shall be managed in strict accordance with the Parking Management Plan as approved by the Council from time to time and in the event of any non compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.12 SERVICE MANAGEMENT PLAN**

4.12.1 Prior to Occupation to submit to the Council for approval the Service Management Plan.

4.12.2 Not to Occupy or permit Occupation until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.12.3 The Owner covenants with the Council that after the Occupation date the Development shall be managed in strict accordance with the Service Management Plan as approved by the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.13 SUSTAINABILITY PLAN**

4.13.1 Prior to commencing the Development to submit to the Council for approval the Sustainability Plan.

4.13.2 Not to commence the Development until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

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

4.13.4 The Owner covenants with the Council that after the Occupation date the Development shall be managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.14 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.14.1 Prior to commencing the Development to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.14.2 Not to commence the Development until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.14.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Development.
- 4.14.4 The Owner covenants with the Council that after the Occupation date the Development shall be managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.15 EMPLOYMENT AND TRAINING PLAN**

- 4.15.1 On or prior to commencing the Development to submit to the Council for approval the Employment and Training Plan.
- 4.15.2 Not to commence Development until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.15.3 To ensure that the phase beginning with the Development and ending with the issue of the Certificate of Practical Completion 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.

4.15.4 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 and in the event of any non compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

#### **4.16 LOCAL EMPLOYMENT**

4.16.1 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.

4.16.2 In order to facilitate compliance with the requirements of sub-clause 4.16.1 above the Owner shall use reasonable endeavours to work in partnership with (i) the King's Cross Construction Skills Centre; and (ii) 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 Skills Centre;
- (b) the King's Cross Construction Skills Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (c) that the King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (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 Skills Centre and employed during the Construction Phase.

4.16.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 9 (nine) construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Skills 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.

4.16.4 Pursuant to Clause 4.16.3 hereof the Owner shall pay to the Council the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment Provided That for the avoidance of doubt the Owner's liability pursuant to this clause shall not exceed £13,500 (thirteen thousand five hundred pounds).

4.16.5 If the Owner is unable to provide some or all of the apprentices in accordance with Clause 4.16.3 of this Agreement for reasons demonstrated to the satisfaction of the Council then in relation to each apprentice not provided it shall forthwith pay the Council the Additional Training and Employment Contribution in full; and

4.16.6 Notwithstanding the provisions in clause 4.16.3 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 Skills Centre.

#### **4.17 LOCAL PROCUREMENT**

4.17.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.17.2 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.

4.17.3 To ensure that throughout the Construction Phase construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.17.4 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.

#### **4.18 ST STEPHEN'S CHURCH PROMOTION PLAN**

4.18.1 Prior to Occupation to submit to the Council for approval the St Stephen's Church Promotion Plan.

4.18.2 Not to Occupy or permit Occupation until such time as the Council has approved the St Stephen's Church Promotion Plan as demonstrated by written notice to that effect.

4.18.3 The Owner covenants with the Council that after the Occupation Date the Development shall be managed in strict accordance with the St Stephen's Church Promotion Plan as agreed with the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

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

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

6.1 hereof quoting planning reference 2014/6845/P the date upon which the Development will be ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the 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 2014/6845/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.4 (Highways), 4.5 (Legible London), 4.6 (Pedestrian, Cycling and Environmental Improvements), 4.7 (Public Open Space), 4.8 (Decentralised Energy), 4.9 (Carbon Dioxide Offset), 4.10 (Travel Plan) and 4.16.4 (Additional Training and Employment) (if payable) of 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 Planning Reference 2014/6845/P or by Electronic Transfer directly to the National Westminster Bank, Hampstead Village Branch, quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 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.

- 5.8 In the event that any financial contribution paid to the Council under clause 4 (Obligations of the Owner) of this Agreement or any part thereof has not been spent or committed for expenditure by the Council within 8 (eight) years from the Occupation Date and upon receipt of a request in writing from the Owner requesting a refund of any such unspent contributions the Council shall refund to the Owner any part of such contribution which has not been spent or committed for expenditure.
- 5.9 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.
- 5.10 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 Index 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

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

5.11 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

5.12 Where the Council is to give its consent or approval under this Agreement such consent or approval shall not be unreasonably delayed or withheld.

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 reference number 2014/6845/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

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

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

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties

and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Freeholder, the Developer 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 by effluxion of time before the Implementation of Development this Agreement shall forthwith determine and cease to have effect.

## **7. DEVELOPER'S COVENANTS WITH THE FREEHOLDER AND INDEMNITY**

- 7.1 The Developer covenants with the Freeholder to pay the following contributions in accordance with the terms of this Agreement:
- (a) Highways Contribution;
  - (b) Legible London Contribution;
  - (c) Pedestrian, Cycling and Environmental Improvements Contribution;
  - (d) Public Open Space Contribution;
  - (e) Carbon Dioxide Offset Contribution;
  - (f) Additional Training and Employment Contribution;
  - (g) the Decentralised Energy Contribution;
  - (h) Travel Plan Monitoring Contribution; and
  - (i) any payments arising from the obligations in Clause 4.16.4 hereof

7.2 Subject to Clause 6.6 and notwithstanding Clause 7.1, the Developer covenants with the Freeholder to perform and comply with all of the Owner's obligations contained in this Agreement.

7.3 Subject to Clause 6.6 the Developer shall indemnify the Freeholder against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Freeholder arising out of or in connection with the Developer's failure to comply with the Owner's obligations contained in this Agreement.

## **8. CHARITY TRUSTEES' LIABILITY**

8.1 The total liability of the special trustees under or in connection with this Agreement shall not exceed an amount equal to the value of the Charitable Funds to the extent that they are entitled (or but for this clause 8.1 would be entitled) and are actually able (or but for this clause 8.1 would be able) to be indemnified from it.

8.2 Clause 8.1 above shall not apply to any liability of the Charity Trustees to the Council in respect of or arising from:

- (a) the fraud of a special trustee; or
- (b) the fraudulent misrepresentation of a special trustee.

## **9. JOINT AND SEVERAL LIABILITY**

All Covenants made by the Freeholder and the Developer in this Agreement are made jointly and severally and shall be enforceable as such.

## **10. RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
ROYAL FREE LONDON NHS  
FOUNDATION TRUST

.....  
Authorised Signatory 1

X ..... X  
Authorised Signatory 2

SIGNED AS A DEED BY  
THE ROYAL FREE CHARITY

.....  
Authorised Signatory 1

.....  
Authorised Signatory 2

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 Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
  - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

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



**THE SECOND SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> 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 PM<sub>10</sub> and NO<sub>x</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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.

## **THE THIRD SCHEDULE** **THE TRAVEL PLAN**

### **PART I: Components of the Travel Plan**

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

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

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

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

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

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

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

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

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

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

**3. Traffic Restraint**

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

**4. On-Street Parking Controls**

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

**5. Parking and Travel**

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

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

**6. Traffic Management**

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

**7. Cycling**

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

- a. secure and well-lit workplace cycle parking

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

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

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

A Servicing Management Plan for the site must seek to:

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

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

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

## **THE FOURTH SCHEDULE** **LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

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

## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

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

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

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

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

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

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

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

**Fitting out by tenants**

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

**Facilities Management**

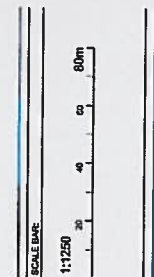
The Owner and their agents shall use Reasonable Endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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

**THE FIFTH SCHEDULE**  
**PLAN OF THER PROPERTY**

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**KEY**

PEARS BUILDING BOUNDARY

RFH SITE BOUNDARY LINE

[illegible]

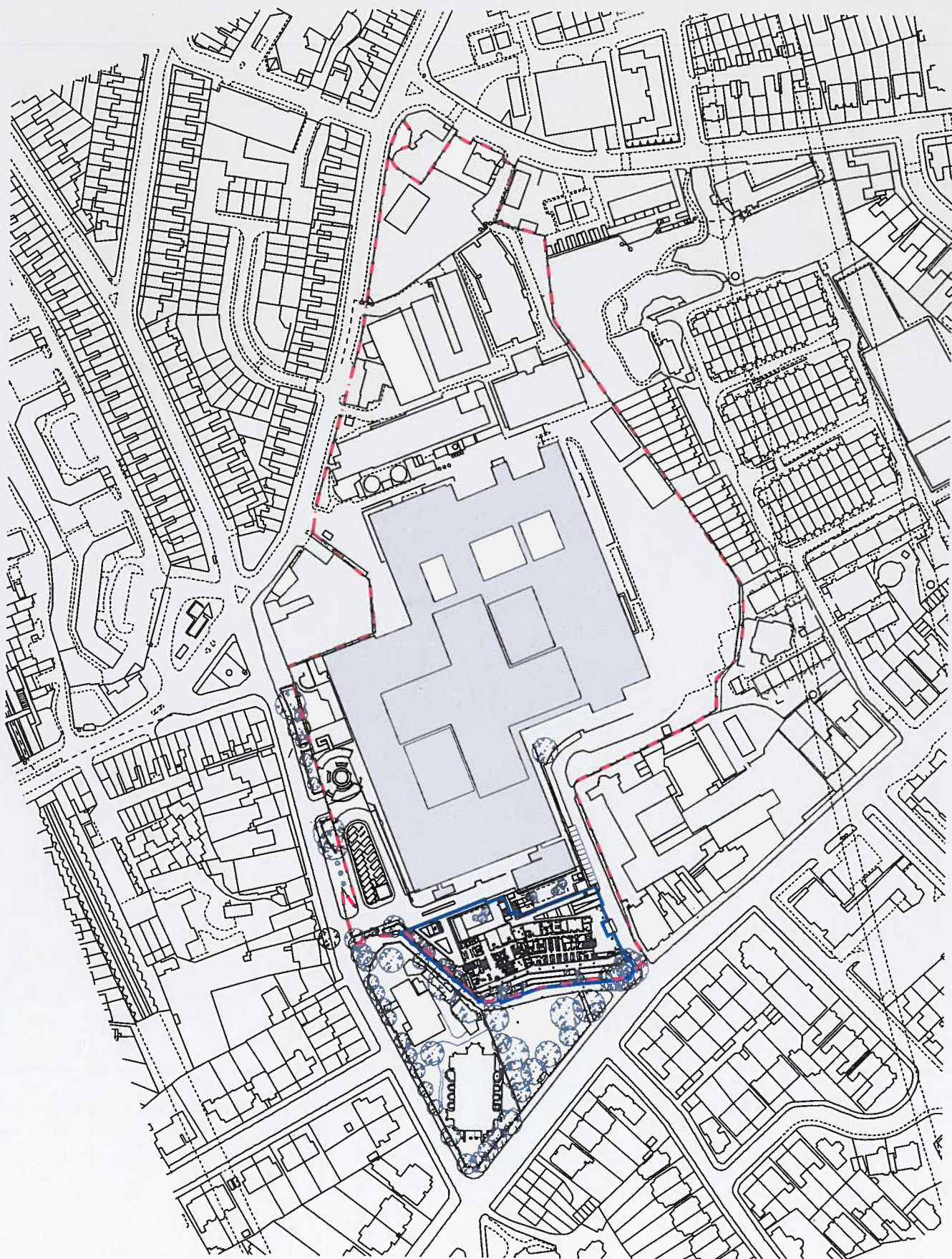
**Author's address:** Department of Psychology, University of California, San Diego, La Jolla, CA 92037, USA.  
E-mail: jk@ucsd.edu

### PEARS BUILDING LEASEHOLD PLANS

**NHS**  
**Royal Free London**  
NHS Foundation Trust

**ROYAL FREE HOSPITAL  
& PEARS BUILDING  
SITE BOUNDARY PLAN**

| NAME | DATE     | PAPER SIZE | SCALE  |
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| RJ   | 12.03.15 | A2         | 1:1250 |





**THE SIXTH SCHEDULE**  
**DRAFT PLANNING PERMISSION**

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Savills  
33 Margaret Street  
London  
W1G 0JD

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

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

Application Ref: **2014/6845/P**

31 March 2016

Dear Sir/Madam

**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:  
**Royal Free Hospital**  
**Pond Street**  
**London**  
**NW3 2QG**

**Proposal:**

Demolition of existing carpark and ancillary structures and erection of new 7 storey building, located on Heath Strange Garden site facing west to Hampstead Green footpath and Rosslyn Hill, containing laboratory/research space for Institute for Immunity and Transplantation, a patient hotel, Royal Free Charity offices plus a replacement carpark of 58 spaces, replacement memorial garden, plant and landscaping, all ancillary to Royal Free Hospital.

Drawing Nos: letter on BIA review from BDP (plus Appendices 1-7) dated 27.1.15; updated energy calculations attached to email from Simon Myles on revised energy strategy dated 29.1.15; Note on movements associated with excavation by GCG dated January 2015; Surface water runoff supplementary information by BDP dated 6th February 2015; calculations for storm sewer design by Micro Drainage dated 6.2.15; emails from Simon Myles on revised energy strategy dated 29.1.15 and BIA matters dated 12.2.15.

A-RFMR-0000C, 0001C, 0002B, 0003B, 0004B, 0005B, 0006B, 0007B, 0008B, 0009A, 0050A, 2000E, 2001E, 2002E, 2003C, 2004C, 2005C, 2006C, 2007D, 2101F, 2102F, 2103F, 2104F, 2105E, 2200C, 2201C, 2202C, 2203C, 2150B, 2151B; (91)LP001A, 002A, LS101A, 102A; Accurate Visual Representations dated December 2014 and revised February 2015 (ref A-RFMR-9422-B); RFMR-SK-268, 269; 2 unnumbered additional montages viewed from Hampstead Green.

Planning, Design and Access Statement by Hopkins Architects dated October 2014; Arboricultural Development Report by Arbtech dated 17 October 2014; Basement Impact Assessment (Surface Water and Groundwater) by ESI dated October 2014; Basement Impact Assessment Screening and Scoping Report 'Land Stability' by Soil Consultants dated 30th January 2015; CFD Analysis of Building Fume Exhausts by Censum dated October 2014; Construction Dust Risk Assessment by Temple dated 20th October 2014; Daylight and Sunlight Report by EB7 dated 21st October 2014; Archaeological Desk Based Assessment by AOC dated May 2014; Outline Construction Management Plan by Elliott Logistics dated 15th December 2014; Extended Phase 1 Habitat Survey by Arbtech dated 21st October 2014; Energy Statement for Planning by BDP dated 15th October 2014; Flood Risk Assessment by ESI dated October 2014; Noise Statement for Planning by BDP dated 20th October 2014; Planning Statement by Savills dated October 2014; Heritage Appraisal by KM Heritage dated October 2014; Geo-environmental and Geotechnical Site Assessment by RSK dated October 2014; Statement of Community Involvement by Savills dated October 2014; Sustainability Statement by BDP dated 22nd October 2014; Transport Assessment by Vectos dated October 2014; Travel Plan by Vectos dated January 2015.

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, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
  - a) Facing materials of all elevations
  - b) Details including sections at 1:10 of all windows and door frames.
  - c) Details of all louvres including samples of materials
  - d) Details including materials of all balconies and roof terraces.

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

of the London Borough of Camden Local Development Framework Development Policies.

- 3 A sample panel (of no less than 2mx2m) of the facing brickwork, demonstrating the proposed colour, texture, face-bond and pointing, shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails 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 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to commencement of development (excluding demolition and site preparation works), full details of hard and soft landscaping, lighting and means of enclosure of all un-built, open areas shall be submitted to and approved by the local planning authority in writing. Such details shall include the proposed alterations of the adjoining public footpath, proposed replacement memorial garden and appropriate biodiversity enhancements including provision of forage for bats. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping and biodiversity which contributes to the visual amenity and ecology of the area, in accordance with the requirements of policy CS14 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 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end

of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 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.

- 7 Prior to the commencement of any works on site, 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 recommendations of the approved tree protection plan and arboricultural method statement and with standards set out in BS5837:2012 "Trees in Relation to Construction".

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.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of 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.

- 9 Before the use commences, details of the roof plant and ductwork shall be submitted to and approved by 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 of the London Borough of Camden Local Development Framework Development Policies.

- 10 In the event that additional significant contamination is found at any time when carrying out the approved development, it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be submitted to and approved by the local planning authority and thereafter implemented in accordance with the approved details before

any part of the development hereby permitted is occupied.

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 The waste storage and removal facilities hereby approved shall be provided prior to the first occupation of the building 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.

- 12 The development shall not be occupied until the whole of the car parking provision, including 6 accessible spaces for disabled, shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the visitors and patients of the Royal Free Hospital.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to 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.

- 13 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building, unless it is in accordance with the Delivery and Servicing Management Plan agreed under the Section 106 legal agreement for this development.

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.

- 14 Prior to commencement of development (excluding demolition and site preparation works), details of a secure and covered cycle storage area for 52 cycles for staff, patients and visitors shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of the building and permanently retained thereafter.

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.

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

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Prior to commencement of development (excluding demolition and site preparation works), details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change, demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies 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.

- 17 Prior to first occupation of the building, a plan showing details of the brown roof (including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the brown roof) and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The brown roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the brown roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Prior to first occupation of the development, a plan showing details of bird and bat boxes and insect hotels on the site shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 19 Prior to commencement of development (excluding demolition and site preparation works), a drainage strategy detailing any onsite and/or offsite drainage works shall be submitted to and approved by the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason: To ensure that sufficient sewage capacity is made available to cope with the new development and to avoid adverse impact on the environment in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 20 Prior to commencement of development (excluding demolition and site preparation works), impact studies of the existing water supply infrastructure shall be submitted to and approved by the local planning authority in consultation with Thames Water. The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand and to avoid adverse impact on the environment in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 21 The 'patient hotel' hereby approved shall be only used as ancillary accommodation to the Royal Free Hospital and shall not be used as a Class C1 hotel for the general public.

Reason: To ensure that the future occupation of the building does not adversely affect the immediate area by reason of traffic congestion and excessive on-street parking pressure etc, in accordance with 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.

- 22 The proposed replacement memorial garden shall be implemented in its entirety in accordance with the approved landscape details and shall be permanently retained and maintained as such thereafter.

Reason: To ensure that the development retains a replacement for the existing memorial garden which contributes to the visual amenity and open space of the area in accordance with the requirements of policy 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.

- 23 The development hereby permitted shall be carried out in accordance with the following approved plans-  
A-RFMR-0000C, 0001C, 0002B, 0003B, 0004B, 0005B, 0006B, 0007B, 0008B, 0009A, 0050A, 2000E, 2001E, 2002E, 2003C, 2004C, 2005C, 2006C, 2007D, 2101F, 2102F, 2103F, 2104F, 2105E, 2200C, 2201C, 2202C, 2203C, 2150B, 2151B; (91)LP001A, 002A; Accurate Visual Representations dated December 2014 and revised February 2015 (ref A-RFMR-9422-B); RFMR-SK-268, 269; 2 unnumbered additional montages viewed from Hampstead Green.  
Planning, Design and Access Statement by Hopkins Architects dated October 2014; Arboricultural Development Report by Arbrech dated 17 October 2014; Basement Impact Assessment (Surface Water and Groundwater) by ESI dated October 2014; Basement Impact Assessment Screening and Scoping Report 'Land Stability' by Soil Consultants dated 30th January 2015; Energy Statement for Planning by BDP dated 15th October 2014; Flood Risk Assessment by ESI dated October 2014; Noise Statement for Planning by BDP dated 20th October 2014; Geo-environmental and Geotechnical Site Assessment by RSK dated October 2014; Sustainability Statement by BDP dated 22nd October 2014; Transport Assessment by Vectos dated October 2014;  
letter on BIA review from BDP (plus Appendices 1-7) dated 27.1.15; updated energy calculations attached to email from Simon Myles on revised energy strategy dated 29.1.15; Note on movements associated with excavation by GCG dated January 2015; Surface water runoff supplementary information by BDP dated 6th February 2015; calculations for storm sewer design by Micro Drainage dated 6.2.15; emails from Simon Myles on revised energy strategy dated 29.1.15 and BIA matters dated 12.2.15.

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 3 Noise from demolition and construction works is subject to control under the

Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning) or the Camden Contact Centre on Tel: 020 7974 4444 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk).
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 The Council supports schemes for the recycling of bottles and cans and encourages all uses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 8 In relation to conditions 19 and 20 above, you are advised to contact Thames Water further for more information on submission of details. You are also advised to contact Thames Water regarding development on this site affecting public sewers crossing or close to it, discharge of groundwater into public sewers, installation of fat traps for catering establishments, and connection points for water supply. Please contact Thames Water Developer Services (on 0800 009 3921, 020 8507 4890 and 0845 850 2777) to discuss these matters further.
- 9 You are advised that the Transport Strategy Team should be consulted regarding any works to, under, or over, the public highway and footpaths. You are also reminded that any temporary or permanent diversion or 'stopping up' of the public footpath alongside Hampstead Green will require the relevant application submitted to the Council under Section 257 of the Town and Country Planning Act 1990. It should be noted that any public utilities and/or statutory undertakers' infrastructure currently located underneath the section of footpath to be diverted

and/or stopped up would need to be relocated at the applicant's expense prior to any works commencing on site.

- 10 Please note that any approval given by the Council does not give an exemption from the requirements to comply with the Wildlife and Countryside Act 1981 (as amended), or any other Acts offering protection to wildlife. Of particular note is the protection offered to bats, birds and their nests from construction works. For further information contact Natural England on 0300 060 4911 or [www.naturalengland.org.uk](http://www.naturalengland.org.uk).

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

**DRAFT**

**DECISION**

**THE SEVENTH SCHEDULE**

**HIGHWAYS PLAN**



## THE HIGHWAYS PLAN

## SUGGESTED PROPOSAL FOR HAMPSTEAD GREEN FOOTWAY



WHOLE FOOTWAY RESURFACED AS HIGHLIGHTED BELOW  
EXISTING RAILINGS AND LIGHTING ALONG FOOTWAY RETAINED  
RESURFACING TO EXISTING LEVELS WHERE APPLICABLE  
DRAINAGE POINTS RE-USED WHERE APPLICABLE

### SUGGESTED MATERIAL:

**GRANITE SETTS 200mm x 100mm x 100mm back  
BUFF AND BEIGE TONES. FINE PICKED FINISH TO TOPS, SAWN SIDES  
LAID STRETCHER BOND PERPENDICULAR TO NEW WALLS**

**CORDUROY PAVING TO STAIRCASES TO BE TOOLED FROM GRANITE TO MATCHING COLOUR TONES OF FOOTWAY.**

**RECOMMEND TO LAY ON A RIGID CONSTRUCTION TO LONDON BOROUGH OF CAMDEN SPECIFICATION**

|  |   |
|--|---|
| <p>  <b>DRM boundaries (DMA)</b><br/> <b>Areas for which the applications are being made</b><br/> <b>Extent of Harpenden Green Footway resurfacing</b> </p> | <p>  <b>Landscaped construction within UIC land</b><br/> <b>Extent of Roadside Hill Street junction resurfacing</b> </p> |
|--|---|

**Star 2 / For Section 100 Agreement**  
 Note about history: original provided

**Star 4 / For Section 100 Agreement**  
 Suggested history: records provided

**Star 5 / For Section 100 Agreement**

B.D.P.

**Senior Vice President**  
**General Manager**  
**London, ECUA 067**  
**United Kingdom**

PEARS BUILDING

P2005978

**HAMPSTEAD GREEN FOOTWAY  
RESURFACING PROPOSALS**

12000A1  
19.03.15

(91)LP0004

ROWLAND HILL STREET JUNCTION

GRANITE SETTS 200mm x 100mm x 100mm black

GRANITE SET IS 20MM X 10MM X 10MM CHECK  
LAIN STRETCHES BOND DEPENDS ON CURE TO

**LAI D STRETCHER BOND PERPENDICULAR TO VEHICLE MOVEMENT**

FINE PICKED FINISH TO TOPS, SAWN SIDES  
30% DARK GREY, 40% MID GREY, 30% LIGHT GREY

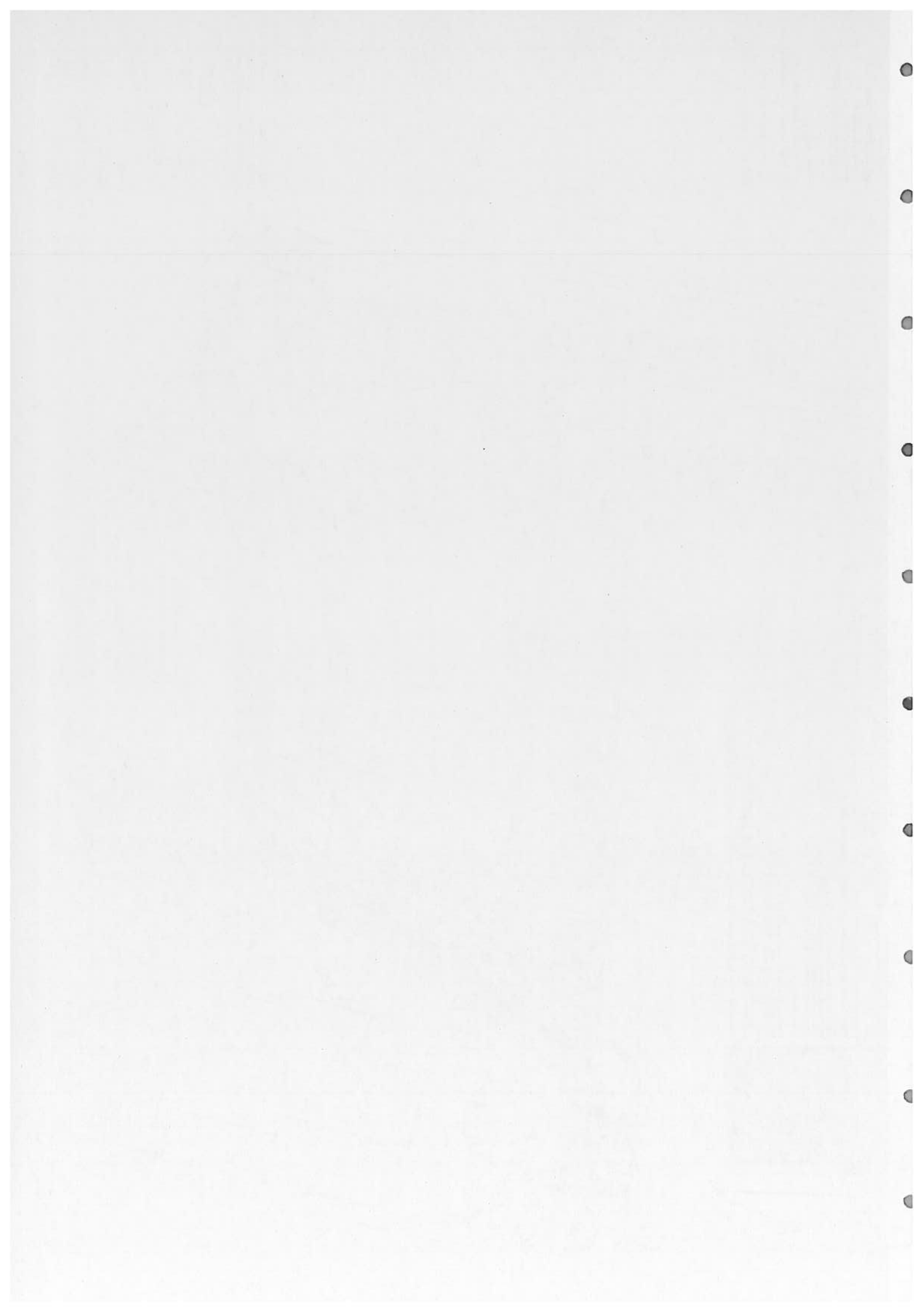
30% DARK GREY, 40% MID GREY, 30% LIGHT GREY  
RECOMMEND TO LAY ON A RIGID CONSTRUCTION

RECOMMEND TO LAY ON A RIGID CONSTRUCTION WITH APPROPRIATE SUB BASE, CONCRETE

**FOUNDATION MORTAR BED AND JOINTING**

88. 22. 11. 22

25/10/2019



## THE EIGHTH SCHEDULE

### The Burland Category of Damage

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

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells



## **THE NINTH SCHEDULE**

Civil & Structural Engineering Team – Internal Memo (9th September 2015) by  
Historic England

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HISTORIC ENGLAND  
CIVIL & STRUCTURAL ENGINEERING TEAM  
INTERNAL MEMO

**Subject:** St Stephens, Rosslyn Hill, Hampstead, London

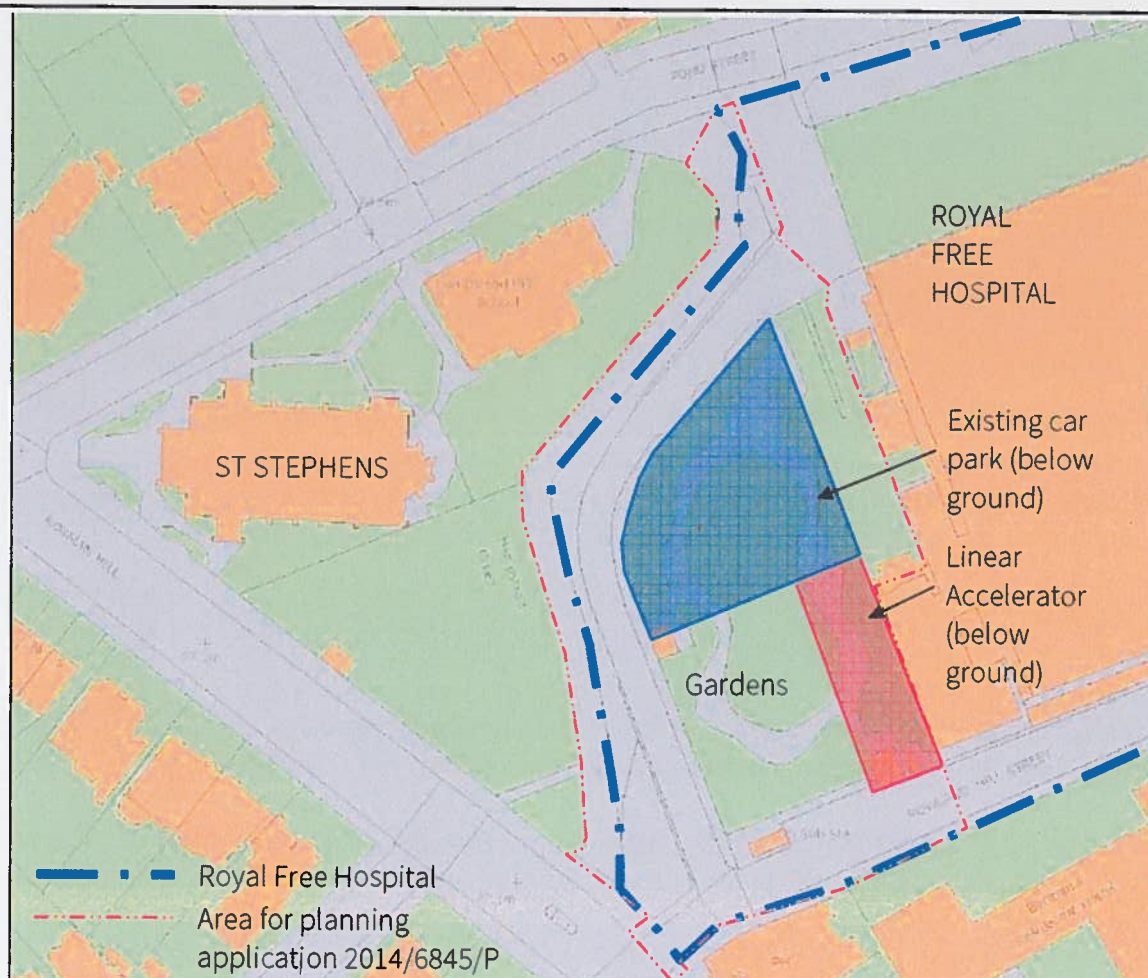
**To:** Ian Harper (HE, London Office)

**cc:**

**From:** Bridget Drake-Wilkes  
(Senior Engineer)

**Tel:** 07747 743 081

**Date:** 9<sup>th</sup> September 2015



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Figure 1. Location plan

## 1.0 Introduction

- 1.1 We visited site on 18 August 2015 with Michael Taylor, one of the trustees responsible for St Stephens, following his concerns that works to replace the linear accelerator on the adjacent Royal Free Hospital site earlier in the year may have caused damage to the church. With a new building at the Royal Free Hospital currently being considered by the local authority replacing the existing below ground car park and gardens to the south (Figure 1), the trustees of St Stephens are concerned that the listed building may experience further damage.

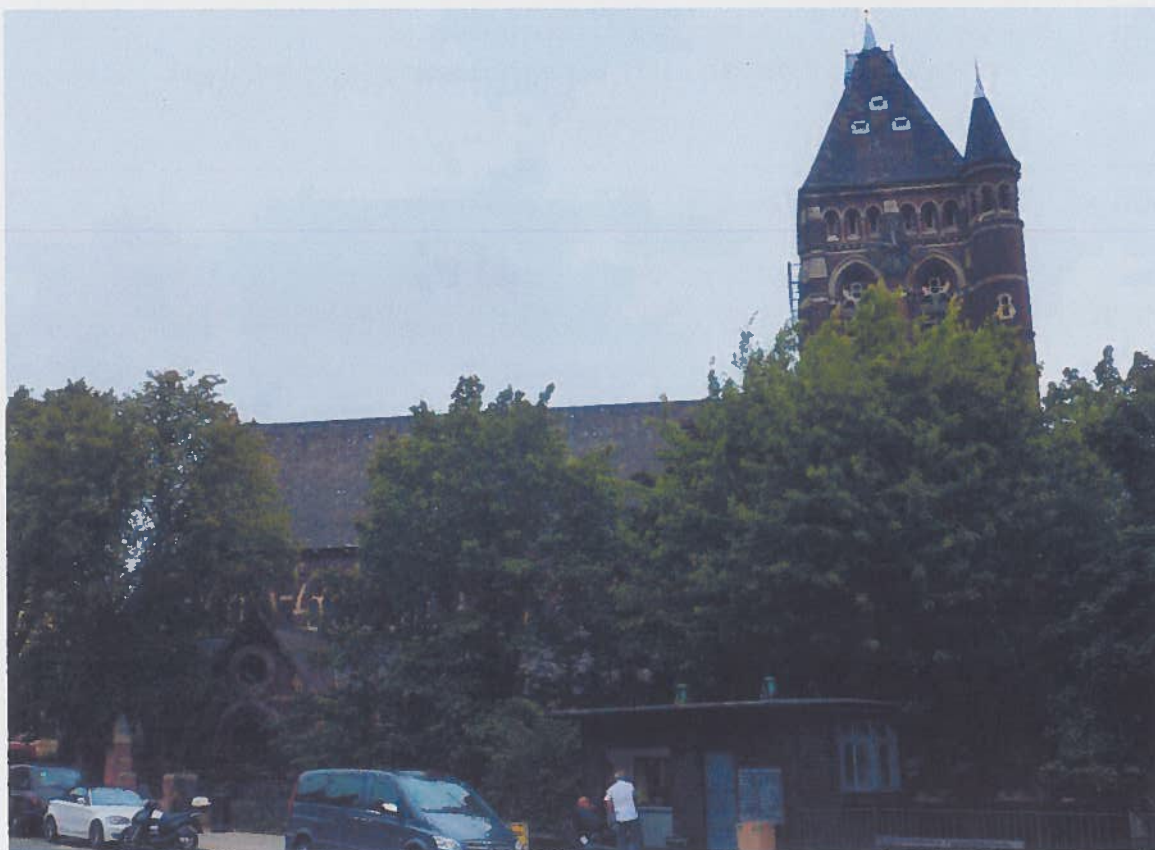


Photo 1. St Stephens South elevation

## 2.0 Building Description

2.1 St Stephens is a grade I listed masonry church constructed in the mid 19<sup>th</sup> century.

## 3.0 Observations

- 3.1 Generally the building is in reasonable structural condition.
- 3.2 There were signs of historic distortion to the north elevation (Photo 2 & 3). Cracking to the masonry was also observed on the south porch (Photo 4).
- 3.3 Deterioration of sandstone decorative columns beneath the limestone occurs in several locations with the worst observed on the north porch (Photo 5).
- 3.4 Some local vertical and horizontal cracking associated with embedded metalwork was observed in the tower staircase (Photo 6 & 7).
- 3.5 Vegetation was observed in gutters (Photo 4 & 8), suggesting some maintenance is outstanding, which if not attended to, could lead to local deterioration of the structure.
- 3.6 The lower roofs to the north and south aisles, were in good condition, although the mortar fillet to the south aisle roof is starting to fail (Photo 9).
- 3.7 On the main roof south elevation 54 slates had slipped (Photo 10). On the main roof north elevation a few slates had slipped adjacent to the tower (Photo 11).

#### 4.0 Discussion of adjacent works undertaken early 2015

- 4.1 Michael described to us the scale of vibration experienced during replacement of the linear accelerator where percussive breakers were used. It should be noted that human beings are at least 50 times more sensitive than the threshold where cosmetic damage to buildings could occur.
- 4.2 I explained that to shield a linear accelerator to prevent the escape of scattered radiation thick reinforced concrete walls, ceilings etc were used and often cast following installation of the equipment. To renew the equipment, it would therefore be necessary to break out an area of concrete. This was confirmed by viewing from the top of St Stephens tower (Photo 13), where a section of the adjacent car park has been removed, presumably this was combined with an opening in a wall, which has subsequently been made good (and the application of the waterproof membrane currently visible).
- 4.3 On returning to the office and observing drawing A/RFMR/0002 Existing Level 00 plan on Camden Council's planning application [2014/6845/P](#) this confirms the walls to the linear accelerator are approximately 900mm thick. This also identified that the nearest point of visible breaking out (observed from the tower) was approximately 58m from St Stephens.
- 4.4 Although the demolition associated with the renewal of the linear accelerator may not have required planning permission, it would not have been unreasonable to expect the contractor to follow Camden Council's "[Guide for contractors working in Camden](#)" to plan and use appropriate technology to avoid environmental disturbance.
- 4.5 Unfortunately without knowing what method was used I am unable to comment with certainty. It is likely that the linear accelerator was not in use during the breaking out, as the shielding would have been inadequate and it was about to be removed, hence the vibration requirements of the hospital would not have been onerous. If percussive breakers were used without isolating the area to be broken out first (e.g. by cutting), vibration would transmit easily through the concrete car park structure, and enter the ground at its nearest point approximately 33m from St Stephens.
- 4.6 BS5228-2 section B.3.1 notes that studies have shown that actual damage to structures or their finishes resulting solely from well controlled construction and demolition vibrations are rare. There are many other mechanisms which cause damage, especially in decorative finishes, and it is often incorrectly concluded that vibrations from construction and demolition sites are to blame. In some circumstances, however, it is possible for the vibrations to be sufficiently intense to promote minor damage, in this instance slipped slates.
- 4.7 The lower roofs to the north and south isles were reroofed and the slipped slates on the main roof reset with tingles in approximately 2008. You visited site in December 2013 when on the south elevation approximately 20 slates had slipped. On our site visit in August 2015 we observed 54 slates had slipped in the same section of roof. It is not known when the main roof was last (if ever) renewed. I believe that the main roof has suffered from corrosion of the nails (nail sickness), which manifests itself by means of slipped slates.

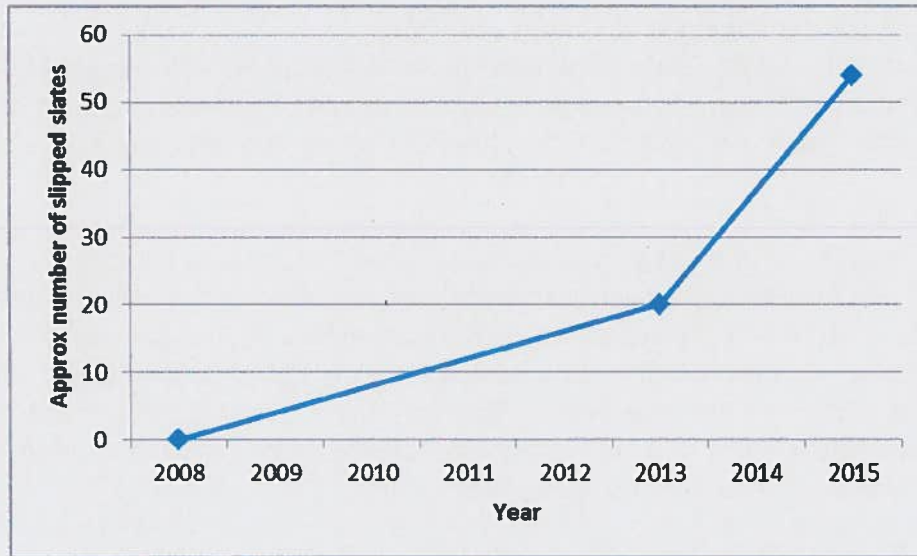


Figure 2. Slipped slates on main roof south elevation

- 4.8 Figure 2 shows the number of slipped slates observed graphically since it was last reset. It is possible that the vibration from the adjacent works may have accelerated the rate at which slates have slipped. Although exponential deterioration would be expected under normal environmental conditions as more of the roof structure becomes exposed.

## 5.0 Discussion of proposed adjacent works

5.1 The proposed works are to replace the existing below ground car park and gardens to the south with a new building, including 2 basement levels as outlined in Camden Council's planning application 2014/6845/P. I have not reviewed all the submitted documents, only those referenced below.

### 5.2 Vibration

5.2.1 Included in the planning application is a construction management plan, on p.26 it notes *"that there is sensitive medical equipment located adjacent to level 00 (basement level) that may be susceptible to vibration caused by demolition and construction activity and so care must be taken to avoid any disruption to this. Previously vibration monitoring has been carried out during piling operations and no issues were encountered but suitable precautions and continued monitoring should still be undertaken during the forthcoming works. To this end, enabling works to separate the current car park from the hospital building to minimise any vibration transmission are being considered."*

5.2.2 This presumably refers to the linear accelerator, which is much closer to the proposed works and will have much more onerous constraints on vibration than the listed building.

5.2.3 On p.27 of the same document it states regarding St Stephens *"Primary concern of the church is potential damage that might result from by vibration caused by construction activity. It may therefore be necessary to adopt construction techniques that minimise vibration. In any event, robust monitoring will be required to ensure that vibration does not exceed predetermined levels."* Examples of best practice construction techniques to avoid vibration are;

- Demolition - by cutting the structure into sections to isolate it prior to removal
- Piling (and casings where appropriate) - the use of pressed or bored methods
- Temporary retaining walls - sheet piles pressed into position.

5.2.4 In the Building Design Partnership report p.8 it refers to a report RJ222801 undertaken by Vibration Specialists NVM which specifies the threshold levels. I have not had sight of this document to know whether an assessment of St Stephens for vulnerability of vibration induced damage in accordance with BS5228-2 is felt necessary or has been undertaken. Similarly without sight I am unable to comment on the proposed threshold levels or their justification.

5.2.5 I would recommend it is essential to set up continuous vibration monitoring on the church at low and high level, in advance of the works. Prior to installation, the proposals for monitoring should be understood and agreed by the trustees for St Stephens. The monitoring in advance would enable the report by Vibration Specialists NVM to be updated informed by the baseline vibration experienced from traffic etc. This in turn would better inform the proposed vibration thresholds; procedures and mitigation should thresholds be exceeded during the construction process. These proposals should be understood and agreed by ourselves and the trustees for St Stephens.

### 5.3 Movement

5.3.1 From drawing A/RFMR/2203 Proposed Cross Section DD the depth of the proposed excavation appears to be approximately 8.5m below the lowest floor level of St Stephens and from drawing A/RFMR/2000 Proposed Level 00 plan approximately 23m on plan. Therefore the angle from the lowest floor level to the base of the excavation is approximately 20° (1 in 2.7) and will be shallower when measured from the foundations of the church. This shallow angle combined with the two large trees (to be retained) between the church and the excavation is such that the risk of movement at the church associated with the excavation is in my opinion extremely low.

### 5.4 Ground Water

5.4.1 Whilst on site Michael advised that when the church was constructed the foundations had to be modified to pad foundations, rather than planned strip foundations to accommodate running water encountered below ground level. Michael also advised that when the work to extend the crypt was undertaken in the phase of work 2002-08 running water was observed under the church. On returning to the office I have checked the 1850 maps (prior to the church being constructed), modern contours and maps showing the approximate locations of the lost rivers of London and comment as follows;

- The River Fleet at its nearest point would have been approximately 280m from St Stephens.
- The River Tyburn at its nearest point would have been approximately 330m from St Stephens.
- The 1850 historical map shows no signs of a watercourse across or adjacent to the site.
- The contours (although admittedly modern) do not suggest that this would be the route of a water course.

5.4.2 With the scale of development that has occurred in the area surrounding St Stephens since it was built, the cause of the running water experienced during construction, maybe different to that experienced during the works undertaken in the early 21<sup>st</sup> century. It would be prudent to investigate to ensure the water currently flowing under the site is not related to a failed water main and I would recommend checking the size, proximity and condition of the nearest mains etc.

## 6.0 Conclusions

- 6.1 Given the distance of St Stephen's from the proposed redevelopment the risk of damage is in my opinion low, particularly as hospital equipment directly adjacent to the site is now switched on and sensitive to vibration and is likely to have more onerous requirements than St Stephen's.
- 6.2 It is unfortunate that a condition survey of St Stephen's and monitoring of vibration were not put in place prior to replacement of the linear accelerator.
- 6.3 It is difficult to say whether the works undertaken to date have accelerated the rate at which slates have slipped. The cause of the slates slipping; corrosion of nails fixing the slates predates the replacement of the linear accelerator.

## 7.0 Recommendations

- 7.1 Continuous vibration monitoring of St Stephens at low and high level should be set in place prior to redevelopment of the adjacent site to determine baseline levels of vibration that St Stephens experiences. This should be used by the developer to inform and agree with St Stephens vibration thresholds; together with procedures and mitigation should thresholds be exceeded during the proposed work.
- 7.2 A condition survey of St Stephens should be undertaken prior to commencement of the proposed works to provide a baseline should further defects become apparent during or shortly after the proposed works.
- 7.3 It would be prudent for the trustees to consider the timescale to undertake renewal of the main roof, particularly the south elevation as with more slates slipping, the risk of damage to the fabric of the building increases.
- 7.4 Investigation of water mains etc and their condition in proximity to St Stephens should be undertaken to understand whether this is the cause of the water observed under the church in the early 21<sup>st</sup> century or whether the underground river encountered during construction continues to flow under the site.

## 8.0 Reports and Documents Reviewed

### Hopkins Architects Drawings

A/RFMR/0002, 0003 Relating to the existing building (all revision B)

A/RFMR/2000, 2001, 2002, 2203 Relating to the proposed building (all revision C)

### Building Design Partnership

"Building Note on movements" Revision 1 (Jan 15)

P2005878(20)SP100 & 101 rev F & H Relating to proposed pilecap, foundation and level 00 plan

Institute of Immunity and Transplantation – Pears Building (Jan 15), pages 4, 8 – 13

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<sup>1</sup> BS5228-2:2009 Code of practice for noise and vibration control on construction and open sites – Part 2: Vibration



Photo 2. Distortion to the east end of the north aisle externally



Photo 3. Distortion to the east end of the north aisle internally

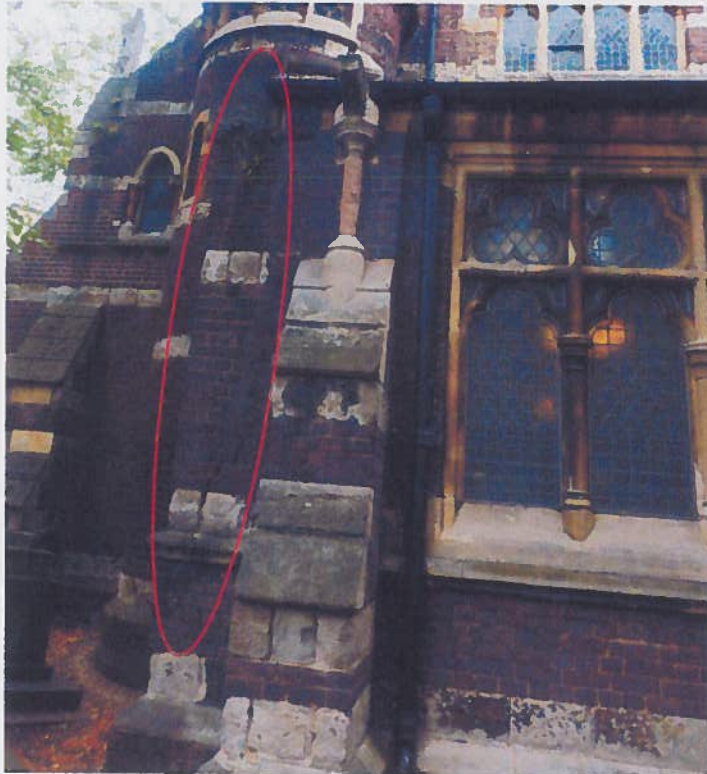


Photo 4. Cracking and vegetation to south porch



Photo 5. Sandstone decorative column to north porch.



Photo 6. Vertical cracking to tower staircase



Photo 7. Horizontal cracking in the tower staircase



Photo 8. Vegetation and slipped tiles on north elevation adjacent to tower.



Photo 9. Failure of mortar fillet between south aisle roof and clerestory wall.



Photo 10. Main roof, south elevation areas of slipped slates.



Photo 11. Main roof, north elevation areas of slipped slates.

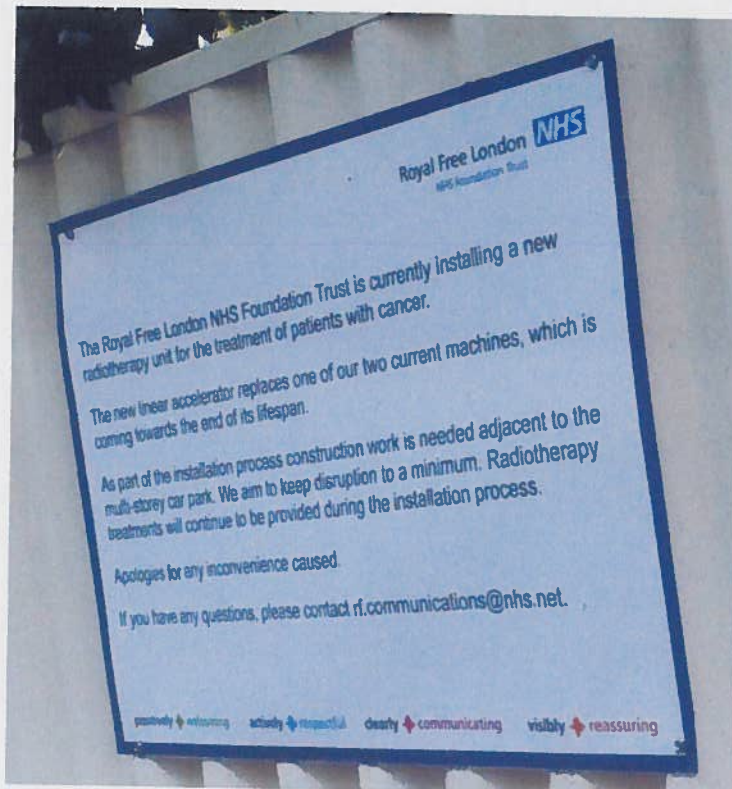
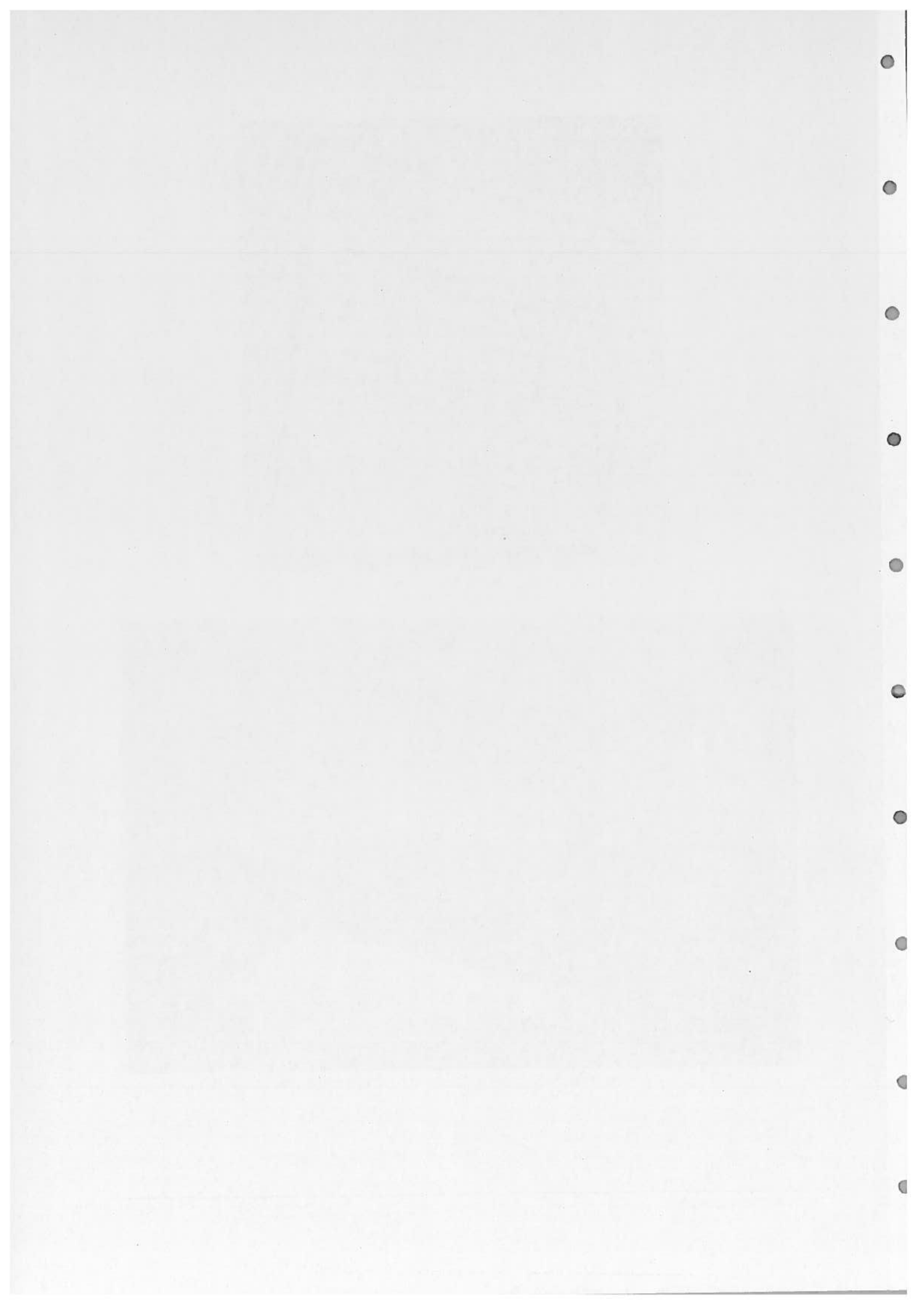
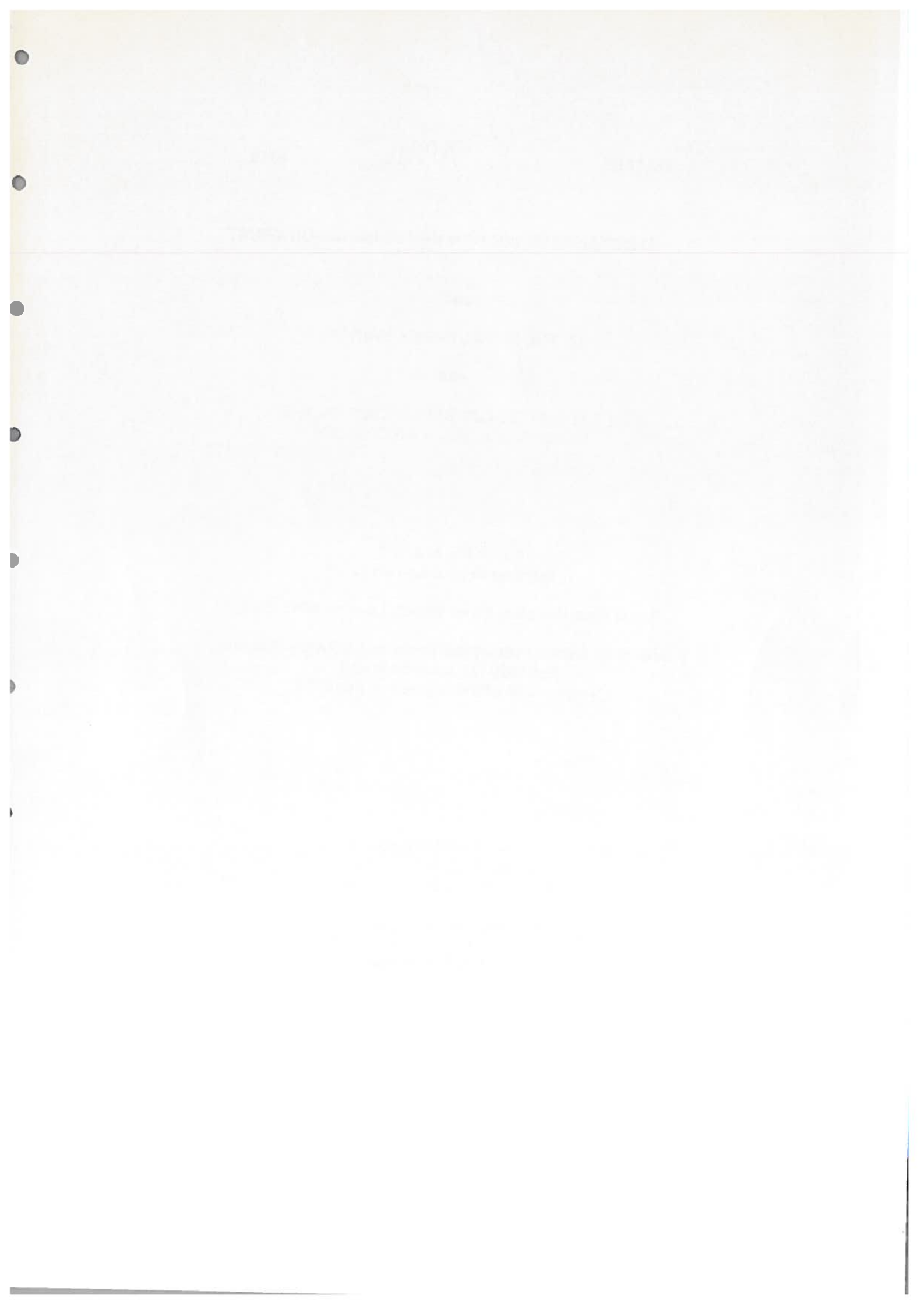


Photo 12. Signage on Royal Free Construction Site



Photo 13. View from St Stephens Tower of north end of linear accelerator.





**DATED**

**25 APRIL**

**2016**

**(1) ROYAL FREE LONDON NHS FOUNDATION TRUST**

**and**

**(2) THE ROYAL FREE CHARITY**

**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**

**Royal Free Hospital, Pond Street, London NW3 2QG**

**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  
Town Hall, Judd Street  
London WC1H 9LP**

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**PLANNING/PK/1781.73  
(final 19.04.16)**