

Draft: 11 July 2023

DATED

2023

(1) [FREEHOLDER] LIMITED

and

(2) [LEASEHOLDER]

and

(3) MORTGAGEE PLC/LIMITED

and

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

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

**Camden Lock Market
Chalk Farm Road
London
NW1 8NH**

pursuant to
**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 of the Highways Act 1980
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011**

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THIS AGREEMENT is made the day of 2023

B E T W E E N:

- A. **[FREEHOLDER] LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "[the Owner/the Freeholder]") of the first part
- B. **[LEASEHOLDER] LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Leaseholder") of second part
- C. **MORTGAGEE** of (hereinafter called " ") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of
Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the
fourth part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 8 September 2022 and the Council resolved to grant permission conditionally under reference number 2022/3853/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it

expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number and dated is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.4	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"Construction Apprentice Default Contribution"	the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice

		provision
2.7	“the Construction Apprentice Support Contribution”	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.8	“Construction Management Plan”	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p>

		<p>(e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(f) measures to ensure the safe delivery of the Temporary Wheel with minimal impact taking into account the feasibility study (condition 23 of the decision notice) and the Stage 1 Road Safety Audit.</p> <p>(g) Measures to ensure that other deliveries to the site (other than delivery of Temporary Wheel which is specified in paragraph (f) above) shall be undertaken in a forward movement with turning within the site for exit in forward movement;</p> <p>(h) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(i) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.9	“Construction Management Plan Bond”	the sum of £15,000 (Fifteen Thousand Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3
2.10	“the Construction Management Plan Implementation	the sum of £9,927.46 (Nine Thousand Nine Hundred and Twenty Seven Pounds and Forty Six Pence) to be paid by the Owner to the Council in accordance with the terms of

	Support Contribution”	this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.11	“Construction Phase”	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion
2.12	“the Construction Work Placement Default Contribution”	the sum of being £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.13	“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
2.14	“the Council’s Construction Skills Centre”	the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry
2.15	“the Cultural Plan”	a plan setting out measures that the Owner will adopt in providing the Cultural Space within the Development to provide a cultural and educational use for the London Borough of Camden by providing public exhibition (inter alia) on the history of the Regent’s Canal, aspects of the Railway Goods Yard and Camden Market and interpreting the development of Camden and showcasing a diverse cultural programme to provide the following measures: <ul style="list-style-type: none"> (i) flexible exhibition space; (ii) a permanent cultural exhibition space for community groups and key stakeholders; (iii) a rolling programme of exhibition space working with local schools and groups; and (iv) commitment to provide the Cultural Space free of charge to members of the public in

		<p>perpetuity</p> <p>such plan identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.16	"Cultural Space"	<p>the cultural space to be provided by the Owner in East Vaults as part of the Development and shown XXXX on Plan 2</p>
2.17	"the Development"	<p>Introduction of new exhibition space, flexible events and market uses through a change of use of the existing East Vaults, installation of new retail shopfronts within West Yard; creation of a new jetty within Dead Dog Basin and erection of a temporary observation wheel for five years together with ancillary works and alterations to existing structures, surfaces and other public realm improvements and associated works as shown on drawing numbers:-</p> <p>Existing and Proposed Plans prepared by Piercy & Company, project No. 13663, drawing No. 010, Rev A; drawing No. 001, Rev C; drawing No. 100, Rev C; Series P01, drawing No. 100, Rev C; drawing No. 101, Rev C; drawing No. 102, Rev C; drawing No. 103, Rev C; drawing No. 200, Rev C; drawing No. 201, Rev C; drawing No. 202, Rev C; drawing No. 300, Rev C, all dated 30.08.2022.</p>
2.18	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled "Energy Statement – Revision N6 – 26.08.2022" by GDM Partnership;</p> <p>(b) to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions;</p> <p>(c) to achieve an overall 57% reduction in on-site carbon</p>

Commented [EG1]: Please provide a plan showing cultural space.

		<p>emissions beyond the Part L 2013 baseline;</p> <p>(d) a minimum 20% Be Green stage reduction through on site renewable energy;</p> <p>(e) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance)</p> <p>(f) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.19	"the Employment Skills and Supply Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations contained in clause 4.6 of this Agreement through (but not be limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days through the Council's Construction Centre;</p> <p>(b) during the Construction Phase to ensure at least</p>

		<p>20% of the onsite workforce is comprised of local people residing in Camden;</p> <p>(c) to ensure the provision of 6 (six) construction apprentices;</p> <p>(d) make provision during the Construction Phase for no less than four (4) work placements;</p> <p>(e) ensure delivery of a minimum of 2 (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;</p> <p>(f) ensure delivery of a minimum of 2 (two) End Use Apprenticeships per year on a rolling programme</p> <p>(g) develop a package of measures to support the development of enterprise locally and to include the following range of measures to provide support:- (i) for community based enterprise initiatives, such as Into Enterprise, Haverstock School Enterprise Projects; (ii) support and guidance for smaller markets; (iii) for local residents and makers to embark on start ups and provide advice, guidance and mentoring scheme</p> <p>(h) commit to following the Local Procurement Plan</p>
2.20	"End Use Apprenticeships"	<p>apprenticeships to be provided in the following areas:</p> <p>(a) market retail;</p> <p>(b) business administration; and/or</p> <p>(c) customer service</p>
2.21	"Footbridge"	footbridge to be constructed within the Development to

		access the Temporary Wheel as shown XXXX on Plan 4
2.22	"Highways Contribution"	<p>the sum of £ £11,302 (Eleven Thousand Three Hundred and Two Pound) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) [TBA];</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.23	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.24	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.25	"Local Procurement Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:</p> <p>(a) the incorporation of the measures set out in the Local Procurement Strategy annexed to Schedule 5 hereto;</p>

		<p>(b) measures to ensure provision of 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 Strategy;</p> <p>(c) 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 Strategy</p> <p>(d) 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;</p>
2.26	"Local Schools and Families Plan"	<p>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 provision of discounts to schools based in the London Borough of Camden and families resident in the London Borough of Camden to use the Temporary Wheel for the duration of its operation and East Vaults in perpetuity, and the following discounts shall be provided:</p> <p>(a)</p>
2.27	"Occupation Date"	<p>the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly</p>
2.28	"Operation Management Plan"	<p>a plan prepared by the Owner and approved by the Council in writing and attached to this Agreement at Schedule X setting out a package of measures to be adopted by the Owner in the management and operation of the Development to ensure the minimisation of harm to neighbourhood amenity and local traffic to include (but not be limited to) the following:</p> <p>a) provision for the appointment of an Operation Management Plan co-ordinator prior to the</p>

Commented [EG2]: The required discounts TBC and further to be set out in this clause.

		<p>Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the position;</p> <p>b) details of how the Development will be operated and managed, including the details of the management team responsible for the day to day running of the Development and to ensure that the Development has appropriate management policies and procedures in place to minimise noise impacts, nuisance and disruption to the local community and neighbours;</p> <p>c) evidence that the Owner has consulted with the local community and local community groups and has taken account of any representations received pursuant to such consultation prior to the submission of the plan to the Council and every review as required by paragraphs 2.30(m) and (n) below;</p> <p>d) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.30(XX) hereof;</p> <p>e) details of the prevention measures to be adopted by the Owner to ensure noise and disturbance from the operation of the Development does not harm neighbouring amenity;</p> <p>f) information about the Owner's representative (including website and contact details) to be available at all times to local residents and Council officers to allow contact with the Owner to report any issues, incidents or concerns;</p> <p>g) details of a formal complaints procedure for the Owner with all complaints to be formally logged and the Owner to respond to complaints within a set timeframe including contacting the complainant to explain what actions have been taken to resolve the matter and the processes outlining if an issue cannot be dealt with internally by the Owner;</p>
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		<p>h) measures to ensure pedestrian management, highways safety and public safety at the Property including stewarding and crowd management in the vicinity of the Property;</p> <p>i) measures to prevent disturbance arising from visitors on the area around the Property and the public highway;</p> <p>j) details ensuring the operation of the Temporary Wheel hall only take place between the hours of 9.00 am and 7.00 pm on Monday – Friday and between the hours of 9.00 am and 11.00 pm on Saturday and Sunday</p> <p>k) a requirement to include details of site security and surveillance arrangements;</p> <p>l) details of refuse storage, waste collection and recycling arrangements, as well as pest control measures;</p> <p>m) provision for an initial substantial review of the plan within twelve (12) months of the Occupation Date taking into account consultation with local residents and ensuring the plan is updated upon receipt of results of the review and that the plan is further approved in writing by the Council</p> <p>n) provision for a further substantial review of the plan within twenty four (24) months of the Occupation Date taking into account consultation with local residents and ensuring the plan is updated upon receipt of results of the review and that the plan is further approved in writing by the Council; and</p> <p>o) to identify means of ensuring the provision of information to the Council and provision of a mechanism for review and update as may be reasonably required from time to time for approval by the Council</p>
2.29	"the Owner"	
2.30	"the Parties"	mean the Council the Owner and the Mortgagee

2.31	"the Pedestrian Cycling and Environmental Contribution"	the sum of £50,000 (Fifty 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 cycle and public realm improvements in the vicinity of the Development
2.32	"Plan 1"	plan marked "Plan 1" and attached to this Agreement at Schedule 1
2.33	"Plan 2"	plan marked "Plan 2" and attached to this Agreement at Schedule 6
2.34	"Plan 3"	plan marked "Plan 3" and attached to this Agreement at Schedule 7
2.35	"Plan 4"	plan marked "Plan 4" and attached to this Agreement at Schedule 8
2.36	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 8 September 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/3853/P subject to conclusion of this Agreement
2.37	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.38	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.39	"Practical Completion Date"	the date on which the Temporary Wheel is practically completed within the Development and is capable of operation as demonstrated by written notice to the Council to this effect and "Practically Complete" shall be construed accordingly
2.40	"the Property"	the land known as Camden Lock Market, Chalk Farm Road, London, NW1 8NH the same as shown shaded grey on Plan 1 annexed hereto

2.41	“the Public Highway”	any carriageway footway and/or verge maintainable at public expense
2.42	“Reinstatement Strategy”	a reinstatement strategy entitled Reinstatement Strategy prepared by Piercy & Company dated August 2022 which:- (a) describes the careful procedures that will take place to dismantle the Temporary Wheel and Footbridge in a manner which does not harm the significance of the site and would improve the heritage of the market through the associated works; (b) sets out the detail of the conduct of the reinstatement works of the West Yard hard landscaped surfaces; (c) identifies means of ensuring the provision of information to the Council and provision of a mechanism for review, update and further approval prior to the dismantling and the removal of the Temporary Wheel
2.43	“Removal and Reinstatement Plan”	a plan setting out a package of measures with regards to removal of the Temporary Wheel including the following measures: (a) commitment to remove the Temporary Wheel on or before the Removal Date; (b) incorporate the Reinstatement Strategy (as may be updated from time to time); (c) details of how the Temporary Wheel will be disassembled, reused, and recycled in its entirety off site once it has been removed in accordance with the terms of this Agreement; and (d) details of 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
2.44	“Removal Date”	the 5th (fifth) anniversary of the Practical Completion Date
2.45	“Service 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

		<p>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:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(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</p> <p>(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</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in</p>
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		<p>accordance with the drawings submitted and agreed with the Council;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(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</p>
2.46	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Camden Lock Market West Yard, East Vaults & Dead Dog Basin Sustainability Statement August 2022 prepared by Ove Arup & Partners Limited</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p>

		<p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.47	"Temporary Wheel"	the temporary observation wheel to be constructed as part of the Development as shown XXX on Plan 4
2.48	"Transport for London Contribution"	the sum of £100,000 (One Hundred Thousand Pounds) to be paid by the Owner to the Council to be paid to Transport for London towards the installation of a new cycle docking station within the close vicinity to the Property to mitigate the additional demand for cycle hire bikes and spaces resulting as a result of the Development
2.49	"the Travel Plan"	<p>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:-</p> <p>(a) the elements set out in Schedule 4 hereto;</p> <p>(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;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p>

		<p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.50	“the Travel Plan Monitoring and Measures Contribution”	<p>the sum of £6,020 (Six Thousand and Twenty 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:</p> <p>(i) the monitoring comment advice and approval (where appropriate) on the Owner’s draft Travel Plan; and</p> <p>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden’s cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners</p> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>
2.51	“the Travel Plan Co-ordinator”	<p>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</p>

3. **NOW THIS DEED WITNESSETH** as follows:-
- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

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

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

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

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

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

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

(b) submit to the Council for approval a draft Construction Management Plan.

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

(a) received the Construction Management Plan Implementation Support Contribution in full; and

(b) 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 CONSTRUCTION MANAGEMENT PLAN BOND

4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 acknowledge the notice within 24 hours of being notified and:

- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

4.3.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

4.4 CULTURAL PLAN

4.4.1 On or prior to Implementation to submit to the Council for approval the Cultural Plan.

4.4.2 Not to Implement or permit Implementation until such time as the Council has approved the Cultural Plan as demonstrated by written notice to that effect.

4.4.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time

when the Development is not being managed in strict accordance with the Cultural 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 Cultural Plan

4.5 SERVICE MANAGEMENT PLAN

4.5.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

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

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

4.6 EMPLOYMENT SKILLS AND SUPPLY PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.

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

4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment Skills and Supply 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 Skills and Supply 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.

4.6.4 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 Skills and Supply 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 Skills and Supply Plan.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

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

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

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

4.8 HIGHWAYS CONTRIBUTION

4.8.1 On or prior to the Implementation Date to:-

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

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

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

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

4.8.3 On completion of the 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 Highway Works.

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

4.9 LOCAL EMPLOYMENT

4.9.1 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full

4.9.2 Not to Implement or permit Implementation until such time as the Apprentice Support Contribution has been paid to the Council in full.

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

- a) at least 20% of the onsite workforce is comprised of local people residing in Camden;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Construction Skills Centre;
- d) that the Council's 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

- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Council's Construction Skills Centre and employed during the Construction Phase.

4.9.4 The Owner shall ensure that at all times during the Construction Phase no less than 6 (six) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Council's Construction Skills Centre;
- (ii) employed for the duration of the apprenticeship;
- (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>; and

4.9.5 The Owner shall ensure that during the Construction Phase of the Development no less than four (4) paid work placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.

4.9.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.4 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.9.7 If the Owner is unable to provide the work placements in accordance with Clause 4.9.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Work Placement Default Contribution in respect of each individual work placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Work Placement Default Contribution (based on the each individual workplace placement) has been paid in full.

4.9.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council) have in its employ no less than 2 (two) End Use Apprenticeships always ensuring the apprentice shall be:-

- (a) recruited through the Council's Inclusive Economy Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>;
- (d) be employed for the duration of the apprenticeship;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve their apprenticeship qualification; and
- (f) be supervised by a member of staff within the completed Development

4.9.9 Notwithstanding the provisions in Clause 4.9.7 (above) of this Agreement, during the Construction Phase and the end use of the Development the Owner shall provide employment 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 Council's Construction Skills Centre and the Council's Inclusive Economy Team.

4.10 LOCAL SCHOOLS AND FAMILIES PLAN

4.10.1 On or prior to Implementation to submit to the Council for approval the Local Schools and Families Plan.

4.10.2 Not to Implement or permit Implementation until such time as the Council has approved the Local Schools and Families Plan as demonstrated by written notice to that effect.

4.10.3 The Owner covenants with the Council that after the Occupation Date the Owner

shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Local Schools and Families 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 Local Schools and Families Plan

4.11 OPERATION MANAGEMENT PLAN

4.11.1 On or prior to Implementation to submit to the Council for approval the Operation Management Plan.

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

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

4.12 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

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

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

4.13 REMOVAL AND RESTORATION PLAN

4.13.1 The Owner shall notify the Council in writing of the Practical Completion Date of the Temporary Wheel within 23 days of its anticipated date.

4.13.2 Not to install the Temporary Wheel unless the Owner has notified the Council of the Practical Completion Date at least 28 (twenty eight) days before its anticipated date.

4.13.3 To remove the Temporary Wheel before the Removal Date.

4.13.4 Not to Occupy cause of permit Occupation of the Development unless the Temporary Wheel has been removed before the Removal Date.

4.13.5 The Owner shall notify the Council within 28 (twenty eight) days of the anticipate date of the removal of the Temporary Wheel notwithstanding the Removal Date.

4.13.6 On or prior to Implementation to submit to the Council for approval the Removal and Restoration Plan.

4.13.7 Not to Implement or permit Implementation until such time as the Council has approved the Removal and Restoration Plan as demonstrated by written notice to that effect.

4.13.8 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Removal and Restoration 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 Removal and Restoration Plan.

4.14 **SUSTAINABILITY PLAN**

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

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

4.14.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

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

4.15 TRANSPORT FOR LONDON CONTRIBUTION

4.15.1 The Owner hereby covenants with the Council not to Implement or permit Implementation until such time as the Council has received the Transport for London Contribution

4.15.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Transport for London Contribution.

4.16 TRAVEL PLAN

4.16.1 On or prior to the Implementation Date to:-

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

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

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

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

4.17 LOCAL PROCUREMENT PLAN

- 4.17.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.
- 4.17.2 Not to Implement nor permit Implementation until such time as the Council has approved the Local Procurement Plan as demonstrated by written notice to that effect.
- 4.17.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement 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 Local Procurement 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.
- 4.17.4 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 Local Procurement 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 Local Procurement Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2022/3853/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part

of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its 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 2022/3853/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2022/3853/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \frac{Y-X}{X}$$

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

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

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

2022/3853/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)

or by two Directors)

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY)

in the presence of:)

.....

Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)

Mortgagee)

by)

in the presence of:-)

.....

THE COMMON SEAL OF THE MAYOR)

AND BURGESSES OF THE LONDON)

BOROUGH OF CAMDEN was hereunto)

Affixed by Order:-)

.....

Authorised Signatory

SCHEDULE 1
SITE LOCATION PLAN

SCHEDULE 2
DRAFT PLANNING PERMISSION

SCHEDULE 3

Pro Forma Construction Management Plan

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

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

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

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

SCHEDULE 4
THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

- b. changing and showering facilities

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

SCHEDULE 5
LOCAL PROCUREMENT STRATEGY

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 strategies and the Local Development Framework (adopted July 2017). 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 obligations attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

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

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

SCHEDULE 6
PLAN 2 – CULTURAL SPACE PLAN

SCHEDULE 7
PLAN 3 – FOOTBRIDGE PLAN

SCHEDULE 8
PLAN 4 – TEMPORARY WHEEL PLAN