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**Dated:** 2023

- (1) LS Finchley Road Limited
- (2) Deutsche Trustee Company Limited
- (3) Transport for London
- (4) The Mayor and Burgesses of the London Borough of Camden

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**Agreement**

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relating to land known as The O2 Masterplan Site, being the O2 Centre, Finchley Road and the land behind it bounded by Finchley Road to the east, Blackburn Road to the north and south and Billy Fury Way to the west 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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**BETWEEN**

- (1) LS Finchley Road Limited (Co. Regn. No. 04699931) whose registered office is at 100 Victoria Street, London, United Kingdom, SW1E 5JL (hereinafter called "**the Developer**");
- (2) Deutsche Trustee Company Limited (No. Regn. No. 00338230) whose registered office is at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (hereinafter called "**the Mortgagee**");
- (3) Transport For London of 5 Endeavour Square, London, E20 1JN (hereinafter called "**TfL**"); and
- (4) The Mayor And Burgesses Of The London Borough Of Camden of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**"),

each a "**Party**" and together the "**Parties**".

**BACKGROUND**

- (A) The proposed Development the subject of this Agreement involves a comprehensive, phased, mixed use development of the Site.
- (B) The Developer is freehold and leasehold interest owner of those parts of the Site referred to as the Developer's Land, shown outlined in blue on Plan 4 - Developer's Land Ownership Plan and registered at the Land Registry under Title Numbers NGL806475, NGL988477 and NGL771477, the latter of which is subject to a charge to the Mortgagee.
- (C) The Developer is interested in the Developer's Land for the purposes of Section 106 of the Act and at the date of this Agreement the obligations imposed on the Developer bind the Developer's Land. The Developer is required pursuant to **clause 2** of this Agreement to enter into a Supplemental Deed prior to Implementation on any Third Party Land.
- (D) A Planning Application for the development of the Site was submitted to the Council and validated on 16 February 2022 and the Council resolved to grant planning permission conditionally under reference number 2022/0528/P subject to the conclusion of this legal Agreement.
- (E) The Council is the local planning authority for the purposes of the Act, the highway authority for the purposes of s278 of the Highways Act 1980 responsible for the highways surrounding the Site (other than Finchley Road), and 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 Site is situated and considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
- (F) TfL enters into this Agreement in its capacity as statutory public transport services provider under the Greater London Authority Act 1999 and as the highway authority for the purposes of s278 of the Highways Act 1980 responsible for Finchley Road.
- (G) The Council and TfL are satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- (H) The Developer is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and at the date of this Agreement the obligations imposed on the Developer bind the Developer's Land.

- (I) The Mortgagee as mortgagee under a legal charge registered under Title Number NGL771477 and dated 20 July 2010 is willing to enter into this Agreement to give its consent to the same.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In addition to the general definitions set out below, a series of specific definitions are included in each Part of **Schedule 1** and unless stated to the contrary the specific definitions in each Part of **Schedule 1** shall apply throughout this Agreement where the relevant terms and expressions are used.

1.2 In this Agreement the following words and expressions have the following meanings:

<b>"Act"</b>	the Town and Country Planning Act 1990 (as amended)
<b>"Affordable Housing"</b>	low-cost housing including Social Rented Housing, London Affordable Rented Housing and Intermediate Rented Housing (as defined in <b>Part D of Schedule 1</b> ) that meets the needs of people who cannot afford to occupy homes available in the open market as defined by the National Planning Policy Framework (2023) and any document which succeeds it
<b>"Agreement"</b>	this deed made pursuant to Section 106 of the Act
<b>"Commercial Unit"</b>	any separate unit forming part of the Development to be used for retail or office or other purposes within Class E (Commercial, Business and Service) of the Town and Country Planning (Use Classes) Order 1987 (as amended)
<b>"Completion of the Development"</b>	the date of service of a notice on the Council by the Developer stating that a Plot has been Practically Completed (together with reasonable evidence)
<b>"Construction Phase"</b>	the whole period between:  (a) the Implementation Date; and  (b) the date of Practical Completion  and for the avoidance of doubt excludes Demolition Works
<b>"Demolition Works"</b>	operations in connection with any works of or associated with demolition pursuant to the Planning Permission at the Site
<b>"Detailed Element"</b>	the part of the Development shown on Plan 2 (the Elements Plan) as 'the Detailed Element' for which detailed planning permission is granted by the Planning Permission
<b>"Developer's Land"</b>	the land forming part of the Site in which the Developer holds leasehold or freehold interests on the date of this Agreement as shown outlined blue on Plan 4 (Developer's Land Ownership Plan)

<b>"Development"</b>	the development of the Site authorised by the Planning Permission
<b>"Element"</b>	any of the Detailed Element, Outline Element East and Outline Element West and <b>"Elements"</b> shall be construed as all the Elements
<b>"Elements Plan"</b>	Plan 2 annexed to this Agreement which shows the Detailed Element, Outline Element East and Outline Element West
<b>"Essential Services"</b>	the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development
<b>"Essential Service Provider"</b>	an energy service company, statutory undertaker, services utility company or provider that acquires an interest in the Site solely for the purpose of providing Essential Services
<b>"GEA"</b>	the gross external area of the relevant part of the Development measured in accordance with the Code of Measuring Practice published by the Royal Institution of Chartered Surveyors (sixth edition)
<b>"GIA"</b>	the gross internal area of the relevant part of the Development measured in accordance with the Code of Measuring Practice published by the Royal Institution of Chartered Surveyors (sixth edition)
<b>"Implementation Date"</b>	the date upon which a material operation as defined in section 56(2) and (4) of the Act shall be first carried out in respect of the Development or Element of the Development or Plot or relevant part thereof as the context requires save that (for the purposes of this Agreement and for no other purpose) Preparatory Works shall not, unless expressly stated otherwise, constitute a material operation and shall not therefore Implement the Development or Element of the Development, or Plot or relevant part thereof and references to <b>"Implement"</b> , <b>"Implemented"</b> and <b>"Implementation"</b> shall be construed accordingly
<b>"Index Linked"</b>	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this deed x (A/B) where:</p> <ul style="list-style-type: none"> <li>(a) is the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due; and</li> <li>(b) is the figure for the Retail Prices Index (All Items) that applied when the index was last published before the date of this Agreement</li> </ul> <p>and <b>"Indexed"</b> shall be construed accordingly</p>

<b>“London Plan 2021”</b>	the Mayor of London’s Spatial Development Strategy 2021 as the same may be amended or replaced from time to time
<b>“Market Housing Unit”</b>	the Private For Sale Units and Private Rental Units (as defined in Part D of <b>Schedule 1</b> )
<b>“NIA”</b>	the net internal area of the relevant part of the Development measured in accordance with the Code of Measuring Practice published by the Royal Institution of Chartered Surveyors (Sixth Edition)
<b>“Occupation Date”</b>	the date when the Development, any Element of the Development, or Plot or relevant part thereof, as the context requires, is first occupied for the purposes permitted by the Planning Permission and does not include occupation by personnel engaged in construction, fitting out, decoration and furnishing in readiness for letting or sale, commissioning or occupation for marketing or display or operations in relation to security operations and the phrases <b>“Occupy”</b> , <b>“Occupied”</b> and <b>“Occupation”</b> shall be construed accordingly
<b>“Outline Element East”</b>	the part of the Development shown on Plan 2 (the Elements Plan) as ‘Outline Element East’ for which outline planning permission is granted by the Planning Permission
<b>“Outline Element West”</b>	the part of the Development shown as ‘Outline Element West’ on Plan 2 (the Elements Plan) for which outline planning permission is granted by the Planning Permission
<b>“Parties”</b>	the Council, the Developer, TfL and the Mortgagee
<b>“Phasing Plan”</b>	the plan for the sequencing of delivery of the Elements of the Development, or parts thereof, to be submitted to and approved by the Council pursuant to condition RM6 of the Planning Permission
<b>“Plan 1 – Site Location Plan”</b>	the plan numbered 1 annexed and signed as relative hereto which shows the Site outlined in red
<b>“Plan 2 – Elements Plan”</b>	the plan numbered 2 annexed and signed as relative hereto showing the Detailed Element and Outline Element East and Outline Element West
<b>“Plan 3 – Plot Plan”</b>	the plan numbered 3 annexed and signed as relative hereto showing the Plots
<b>“Plan 4 – Developer’s Land Ownership Plan”</b>	the plan numbered 4 annexed and signed as relative hereto showing the showing Developer’s Land outlined in blue
<b>“Plan 5 – Affordable Housing Units (Detailed Element) Plan”</b>	the plan numbered 5 annexed and signed as relative hereto showing the Affordable Housing comprised in the Detailed Element
<b>“Plan 6 – Highway Works Plan – Blackburn Road (West)”</b>	the plan numbered 6 annexed and signed as relative hereto showing Blackburn Road (West) shaded blue

<b>“Plan 7 – Permanent East-West Cycle and Pedestrian Route Plan”</b>	the plan numbered 7 annexed and signed as relative hereto indicating the permanent East-West cycle and pedestrian routes with dashed pink and blue lines respectively
<b>“Plan 8 – Station Improvements Safeguarding Plan”</b>	the plan numbered 8 annexed and signed as relative hereto showing the units to be safeguarded for station improvements outlined in blue and shaded light blue and pink
<b>“Plan 9 – Permanent Bus Infrastructure Plan”</b>	the plan numbered 9 annexed and signed as relative hereto showing the land which will be used to provide permanent new bus infrastructure outlined with a dashed blue line and shaded grey
<b>“Plan 10 – Billy Fury Way and Granny Dripping Steps Plan”</b>	the plan numbered 10 annexed and signed as relative hereto showing Billy Fury Way and Granny Dripping Steps outlined with a dashed blue line and shaded blue and green respectively
<b>“Plan 11 – Existing Bus Service Arrangements Plan”</b>	the plan numbered 11 annexed and signed as relative hereto showing the existing bus service arrangements
<b>“Plan 12 – Public Realm Plan”</b>	the plan numbered 12 annexed and signed as relative hereto showing the public realm to be delivered labelled and shaded green
<b>“Planning Application”</b>	the hybrid planning application (part outline, part full) in respect of the development of the Site submitted to the Council and validated on 16 February 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/0528/P subject to conclusion of this Agreement
<b>“Planning Obligations Monitoring Officer”</b>	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at <b>clause 4.1</b> hereof
<b>“Planning Permission”</b>	a planning permission granted pursuant to the Planning Application substantially in the draft form at <b>Schedule 3</b> hereto
<b>“Plots”</b>	Plot N1, Plot N2, Plot N3, Plot N3E, Plot N4, Plot N5, Plot N6, Plot N7, Plot S1 and Plot S8 shown on Plan 3 (Plot Plan) and “Plot” means any one of them
<b>“Plot N1”</b>	the land marked “N1” on the Plot Plan
<b>“Plot N2”</b>	the land marked “N2” on the Plot Plan
<b>“Plot N3”</b>	the land marked “N3” on the Plot Plan
<b>“Plot N3E”</b>	the land marked “N3E” on the Plot Plan
<b>“Plot N4”</b>	the land marked “N4” on the Plot Plan
<b>“Plot N5”</b>	the land marked “N5” on the Plot Plan

<b>"Plot N6"</b>	the land marked "N6" on the Plot Plan
<b>"Plot N7"</b>	the land marked "N7" on the Plot Plan
<b>"Plot S1"</b>	the land marked "S1" on the Plot Plan
<b>"Plot S8"</b>	the land marked "S8" on the Plot Plan
<b>"Practical Completion"</b>	in relation to any works of construction forming part of an Element of the Development, or Plot or part thereof as the context so requires, the date of issue by the Developer's architect or other designated project consultant, of a certificate of practical completion in respect of those works confirming they have been completed and where relating to a building that building is ready for Occupation and <b>"Practically Complete"</b> and <b>"Practically Completed"</b> shall be construed accordingly
<b>"Preparatory Phase"</b>	the period during which Preparatory Works are undertaken in respect of an Element or a Plot or part thereof as the context so requires
<b>"Preparatory Works"</b>	any of the following works: <ul style="list-style-type: none"> <li>(a) archaeological investigations;</li> <li>(b) decontamination works;</li> <li>(c) demolition or removal of existing buildings and structures;</li> <li>(d) environmental site investigations;</li> <li>(e) installation of utility services;</li> <li>(f) site preparation excluding below ground works;</li> <li>(g) termination or diversion of existing utility services;</li> <li>(h) provision of temporary construction site accommodation;</li> <li>(i) works and operations to enable any of the foregoing to take place;</li> <li>(j) site and/or soil investigations, and surveys; and</li> <li>(k) drainage works</li> </ul>
<b>"Relevant Standards"</b>	the legislation, standards, codes of practice and other appropriate guidance that a prudent local authority, health authority, police authority or other public authority (as is the appropriate authority for the facility in question), acting properly and reasonably would apply to the design, construction and fitting out (if applicable) at its own expense of the relevant facility



<b>"Reserved Matters"</b>	matters specified in the Planning Permission as being reserved for subsequent approval
<b>"Reserved Matters Application"</b>	an application for approval of Reserved Matters submitted pursuant to the Planning Permission
<b>"Reserved Matters Approval" or "RMA"</b>	approval of a Reserved Matters Application
<b>"Residential Unit"</b>	any separate unit of residential accommodation forming part of the Development which is within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)
<b>"Site"</b>	the site known as the O2 Masterplan Site, being the O2 Centre, Finchley Road and the land behind it bounded by Finchley Road to the east, Blackburn Road to the north and south and Billy Fury Way to the west, as shown edged red on Plan 1 (Site Location Plan)
<b>"Supplemental Deed"</b>	a deed under section 106 of the Act to be entered into pursuant to <b>clause 2</b> of this Agreement substantially in the form of the draft attached in <b>Schedule 4</b> to this Agreement with all relevant details inserted
<b>"Third Party"</b>	any person or entity other than the Parties to this Agreement
<b>"Third Party Land"</b>	the land forming part of the Site within the dashed red line but out with the blue line on Plan 4 (Developer's Land Ownership Plan), which is not the Developer's Land, in which Third Parties hold leasehold or freehold interests on the date of this Agreement
<b>"TfL Obligations"</b>	those obligations of the Developer benefitting TfL set out in <b>Part I of Schedule 1</b>
<b>"Working Day"</b>	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England when banks in London are open for business.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

- 1.3 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 Developer as provided herein and, subject to **clauses 6.6, 6.7 and 6.8** against any person deriving title to any part of the Site from the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 1.4 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.
- 1.5 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.

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

1.7 It is hereby agreed between the Parties that save for the provisions of **clauses 1, 2, 3.4, 4, 5, 6, 7, 8, 9, 10, 12, 12 and 13** 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 Developer upon the Implementation Date.

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

## 2. **BINDING OF FURTHER INTERESTS**

2.1 Unless otherwise agreed in writing with the Council and TfL, the Developer shall not Implement or permit Implementation on any Plot or any part thereof which includes any Third Party Land until a Supplemental Deed has been entered into in respect of the leasehold and freehold interests in the Plot or part thereof which comprises Third Party Land and on which the Development is to be Implemented to ensure that they are bound by the obligations, covenants and conditions contained in this Agreement.

2.2 If and to the extent that the Developer shall acquire any freehold or leasehold interest in respect of any part of or interest in the Site not already bound by the obligations of this Agreement, the Developer covenants to notify the Council and TfL and to enter into and deliver to the Council and TfL a Supplemental Deed in accordance with **clause 2.1** above.

## 3. **DEVELOPER, COUNCIL AND TFL COVENANTS**

3.1 The Developer covenants with the Council to observe and perform or cause to be observed and performed the obligations on the part of the Developer contained in **Schedule 1** at the times and in the manner provided therein.

3.2 The Developer covenants with the Council and TfL to observe and perform or cause to be observed and performed the TfL Obligations at the times and in the manner provided therein.

3.3 Without prejudice to any other remedy available to the Council or TfL, the Developer covenants with the Council and in respect of the TfL Obligations also with TfL, that no Element, Plot or part thereof shall be Implemented or Occupied (as appropriate) unless and until the relevant obligations contained within **Schedule 1** that are required to be fulfilled before Implementation or Occupation of that Element or Plot or relevant part of it have been complied with.

3.4 The Council and TfL hereby covenant with the Developer to perform the covenants stated to be given on behalf of the Council and TfL respectively set out in **Schedule 5** of this Agreement.

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

4.1 The Owner shall give written notice to the Planning Obligations Monitoring Officer (in each case quoting planning reference 2022/0528/P):

4.1.1 as soon as reasonably practicable following the Implementation of each Element and each Plot within an Element;

4.1.2 as soon as reasonably practicable following Practical Completion of each Plot within an Element;

4.1.3 as soon as reasonably practicable following first Occupation of the first Residential Unit comprised within each Plot as appropriate;

4.1.4 as soon as reasonably practicable following first Occupation of the first Market Housing Unit comprised within each Plot as appropriate;

- 4.1.5 as soon as reasonably practicable following the date on which 25% of the Market Housing Units are first Occupied.
- 4.2 The Developer 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 Developer shall comply with any reasonable requests of the Council to have access to any part of the Site or any requests to provide documentation within the Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 4.3 The Developer 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.
- 4.4 If satisfied as to the compliance of the Developer in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a reasonable and proper fee up to a maximum of £1,000 in respect of the first such request, and £400 in respect of each subsequent request) provide through its Borough Solicitor a formal written legal certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation. For the avoidance of doubt the requirement to pay a fee will arise only in the event that formal legal certification is required and no fee shall be payable in respect of any confirmation from the Council's Planning Obligations Monitoring Officer that an obligation has been satisfied.
- 4.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Developer 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 2022/0528/P.
- 4.6 Payment of any contribution pursuant to **clause 3** of this Agreement shall be made by the Developer to the Council sending the full amount via electronic transfer (where practicable). The Developer 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 2022/0528/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. **VALUE ADDED TAX AND INTEREST**

- 5.1 Each amount stated to be payable by the Council or the Developer to the other under or pursuant to this Agreement is exclusive of VAT (if any).
- 5.2 If any VAT is at any time chargeable on any supply made by the Council or the Developer under or pursuant to this Agreement, the Party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.
- 5.3 All costs and expenses payable to the Council under this Agreement shall (unless otherwise agreed in writing with the Council) 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. **RELEVANT LEGISLATION, COSTS AND BINDING OF INTERESTS**

### **IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:**

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this

Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2022/0528/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 is a Local Land Charge and shall be registered as such by the Council.
- 6.3 The Developer agrees to pay the Council its proper and reasonable legal fees and costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement, up to a maximum of £110,630.00 (one hundred and ten thousand six hundred and thirty pounds).
- 6.4 The Developer 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 Developer's Land 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 Developer's Land.
- 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 Developer or the Mortgagee 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 Site (or a relevant part thereof) but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 Save for the obligations contained in **Part B** and **paragraph 6 of Part D of Schedule 1**, no planning obligations contained in this Agreement shall be binding on or enforceable against any freehold or leasehold owners or occupiers of any individual Residential Unit or Commercial Unit constructed pursuant to the Planning Permission (or their respective mortgagees) or their successors in title.
- 6.8 The obligations in this Agreement shall not be binding on nor enforced against:
- 6.8.1 the Registered Provider save for the covenants and obligations requiring the use of the Affordable Housing Units as Affordable Housing (in accordance with **paragraph 6 of Part D** of this Agreement); and
- 6.8.2 an Essential Service Provider.
- 6.9 For the avoidance of doubt the provisions of this Agreement (other than those contained in this clause) shall not have any effect until this Agreement has been dated.
- 6.10 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the Implementation of the Development this Agreement shall forthwith determine and cease to have effect.
- 6.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

6.12 In the event that this Agreement is to be varied by deed, TfL shall only require to be a party to it if the obligations to be varied by it are TfL Obligations.

6.13 The Parties confirm and agree that where any Party is required to provide its approval or consent to another Party or Parties under this Agreement, such approval or consent shall not be unreasonably withheld or delayed and the Parties further covenant to respond to any request for consent or approval or expression of satisfaction from any other Party as soon as reasonably practicable.

## 7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement by the Developer and acknowledges that subject as herein provided the Developer's Land over which the Mortgagee has a charge and the Development shall be bound by the restrictions and/or obligations contained herein and to the same being registered at the Land Registry as provided in **clause 6.4** hereof PROVIDED THAT the obligations and restrictions in this Agreement shall not be binding on, or enforceable against, the Mortgagee (or such other mortgagee or chargee from time to time) unless and until the Mortgagee (or such other mortgagee or chargee) shall, as a mortgagee in possession, have entered into possession of the part of the Developer's Land over which the Mortgagee has a charge, or part thereof to which such obligation or restriction relates.

## 8. **DISPUTES**

8.1 The Parties shall, in the first instance, seek to settle any dispute or difference arising out of or in connection with the subject matter of this Agreement ("**Dispute**") through discussions between their relevant representatives with authority to resolve the Dispute and if such Dispute remains unresolved with a period of ten Working Days of the date on which the Dispute first arose then either of the Parties may refer the dispute to the chief officer (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

8.2 If the Dispute is not resolved within ten Working Days of a referral to Senior Personnel pursuant to **clause 8.1**, then either Party may refer such Dispute to the Chief Executive (or equivalent position) of the Parties for resolution.

8.3 In the event that a Dispute is still unresolved having followed the steps set out in **clauses 8.1** and **8.2** above and following a period of no less than 15 Working Days from the date on which a referral was made under **clause 8.2** then any Party may give to the other Parties written notice requiring the Dispute to be determined under **clauses 8.4** to **8.8**, such notice to propose an appropriate Specialist and to specify the nature and substance of the Dispute and the relief sought in relation to the Dispute.

8.4 For the purposes of this **clause 8** a "Specialist" is a person qualified to act as an expert in relation to the Dispute and unless otherwise agreed in writing by the Developer and the Council having not less than ten years' professional experience in relation to developments in London similar in scale and in the nature to the Development.

8.5 Any dispute over the type of Specialist appropriate to resolve the Dispute may be referred at the request of any Party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 8.3**.

8.6 Any dispute over the identity of the Specialist is to be referred at the request of any Party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as s/he may require, to determine and nominate the appropriate Specialist or to arrange his/her nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

8.7 The Specialist is to act as an independent expert and:

- 8.7.1 each Party may make written representations within 15 Working Days of the Specialist's appointment and will copy the written representations to the other Party or Parties;
- 8.7.2 each Party is to have a further 15 Working Days to make written comments on the other's representations and will copy the written comments to the other Party or Parties;
- 8.7.3 the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance the Specialist may reasonably require;
- 8.7.4 the Specialist is not to take oral representations from the Parties without giving all relevant Parties the opportunity to be present and to give evidence and to cross examine each other;
- 8.7.5 the Specialist is to have regard to all representations and evidence before the Specialist when making a decision, which is to be in writing, and is to give reasons for the decision; and
- 8.7.6 the Specialist is to use all reasonable endeavours to publish the decision within 40 Working Days of the Specialist's appointment.
- 8.8 Responsibility for the costs of referring a Dispute to a Specialist under this **clause 8**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any Party in relation to a Dispute (for which each Party shall bear its own costs unless otherwise agreed in writing by the Parties), will be decided by the Specialist.
- 8.9 Nothing in this **clause 8** shall prevent the Council from taking enforcement action in the event of breach of the planning obligations contained in this Agreement in circumstances where it reasonably considers it is urgently required for the purposes of ensuring public safety and the provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.
- 8.10 This clause does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## 9. **COMMUNITY INFRASTRUCTURE LEVY**

In the event that any levy or tax becomes payable in respect of the Development (whether to HM Government or to the Council or otherwise) which would duplicate any obligation of a Party under this Agreement then the Parties agree that the terms of this Agreement may, at the election of the Party affected and subject to all Parties agreeing in writing, be modified to such extent (if any) as is necessary to ensure that the Party affected shall not be required to make the same contribution (whether by financial contribution or works in kind or both) more than once.

## 10. **SEVERANCE**

- 10.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 10.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted the Parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

11. **COUNTERPARTS**

11.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the others with the "wet ink" hard copy originals of their counterpart.

11.3 No counterpart shall be effective until each Party has provided to the others at least one executed counterpart.

12. **RIGHTS OF THIRD PARTIES**

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

13. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**In witness whereof the Council has caused its Common Seal to be hereunto affixed and the Developer and the Mortgagee have executed this instrument as their Deed the day and year first before written**

# SCHEDULE 1

## Planning obligations

### PART A – PHASING, DESIGN AND CONSTRUCTION MANAGEMENT

#### RELEVANT DEFINITIONS

<b>“Construction Management Plan Bond”</b>	the sum of £30,000 (thirty thousand pounds) to be paid by the Developer to the Council and thereafter maintained 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 Detailed Element Demolition Management Plan or the Construction Management Plans for the Detailed Element, Outline Element West and Outline Element East following the procedures set out in <b>paragraph 4</b> of this Part A of <b>Schedule 1</b>
<b>“Construction Working Group”</b>	a working group to be convened following the demolition of the Detailed Element Existing Buildings but prior to the construction of the first Plot in the Detailed Element in accordance with the requirements of <b>paragraph 2</b> of this Part A of <b>Schedule 1</b> being a body which the Developer shall use to facilitate consultation with the local community in respect of matters relating to works associated with the demolition and construction works in each Element of the Development (except those relating to demolition of the Detailed Element Existing Buildings which will be governed by the Detailed Element Existing Buildings Demolition Management Plan and which it is not considered necessary to convene the working group for) so as to minimise unreasonable disruption damage to amenity and environmental effects on the local community arising from the construction of the Development so far as reasonably practicable
<b>“Council’s Considerate Contractor Manual”</b>	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
<b>“Detailed Element Construction Management Plan”</b>	a plan submitted by the Developer and approved by the Council (in consultation with TfL) (as may be varied by agreement in writing between the Developer and the Council from time to time) following the demolition of the Detailed Element Existing Buildings but prior to the construction of the first Plot in the Detailed Element and thereafter updated in respect of each Plot in the Detailed Element in accordance with <b>paragraph 3</b> of this Part A of <b>Schedule 1</b> setting out the measures that the Developer will adopt in undertaking the construction (excluding demolition) of the Detailed Element using good site practices in accordance with the Council’s Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in the Appendix 2 to this Part A of



**Schedule 1** to ensure that the construction of the Detailed Element can be carried out safely and so far as reasonably practicable with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):

- (a) a statement giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Plots in the Detailed Element provided that where the details of the construction methods for later Plots in the Detailed Element are not available when it is submitted then the Plan shall set out the principles that shall be followed by the Developer in the construction of those later Plots;
- (b) reasonable amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (c) measures to ensure coordination with any other developments under construction in the vicinity of the Detailed Element to ensure the safety of those using the highway (including pedestrians), and insofar as reasonably practicable to minimise congestion on the highway especially during peak traffic periods;
- (d) reasonable amelioration and monitoring measures concerning construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality of the Detailed Element in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (e) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (f) details of any measures required to manage the removal and remediation of contamination from the existing use of the Detailed Element;
- (g) details of mitigation measures to control construction-related air quality impacts;
- (h) measures to manage travel movements of construction workers throughout the construction of the Detailed Element to reduce car trips and promote environmentally friendly forms of travel and

mechanisms for monitoring the efficacy of these measures and providing information to the Council to enable the measures to be kept under review and updated as required throughout the construction of the Detailed Element;

- (i) details of how the construction of the Detailed Element will interact satisfactorily with the Bus Service and Infrastructure Safeguarding Strategy approved in respect of the Detailed Element;
- (j) measures to ensure that the volume of commercial parking provided on Site during the construction of the Detailed Element is adequately controlled and managed; and
- (k) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Detailed Element Construction Management Plan on an annual basis until the end of the construction of the Detailed Element

**“Detailed Element Construction Management Plan Implementation Support Contribution”**

the sum of £28,520 (twenty eight thousand five hundred and twenty pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Detailed Element Construction Management Plan and verification of the proper operation of the approved Detailed Element Construction Management Plan during the construction of the Detailed Element

**“Detailed Element Existing Buildings”**

the building within the Detailed Element shown shaded pink on Plan 1 – Site Location Plan, being the Homebase store and any other structures and buildings in the Detailed Element to be demolished where such demolition comprises development under section 55 of the Act

**“Detailed Element Demolition Management Plan”**

a plan to be submitted by the Developer and approved by the Council (as may be varied by agreement in writing between the Developer and the Council from time to time) setting out the measures that the Developer will adopt in undertaking the demolition of the Detailed Element Existing Buildings using good site practices in accordance with the Council’s Considerate Contractor Manual and in the form of the relevant parts of the Council’s Pro Forma Construction Management Plan as set out in Appendix 2 to this Part A of **Schedule 1** to ensure that the demolition of the Detailed Element Existing Buildings can be carried out safely and so far as reasonably practicable with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):

- (a) a statement giving details of the environmental protection highways safety and community liaison measures proposed

to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Detailed Element Existing Buildings;

- (b) reasonable amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality of the Detailed Element Existing Buildings in advance of major operations and amendments to normal traffic arrangements (if any);
- (c) the inclusion of a waste management strategy for handling and disposing of demolition/construction waste;
- (d) details of mitigation measures to control demolition-related air quality impacts;
- (e) confirmation that the carrying out of the demolition of the Detailed Element Existing Buildings will not cause unacceptable interference with pedestrian and cycle route access through the Site between Finchley Road and West End Lane; and
- (f) confirmation that the carrying out of the demolition of the Detailed Element Existing Buildings will not adversely impact the operation of the bus services on Blackburn Road

**“Interim East/West Cycle and Pedestrian Route Delivery Strategy”**

a strategy to be prepared by the Developer and submitted as part of the Phasing Implementation and Delivery Plan to the Council for approval in accordance with the provisions in **paragraph 1.6** of this Part A of **Schedule 1** which sets out the Developer’s strategy to ensure that at all times during the demolition and construction works associated with the Development an uninterrupted pedestrian and cycle route is provided for use by the public through the Site between Finchley Road and West End Lane which accords with the Interim East/West Cycle and Pedestrian Route Specification

**“Interim East/West Cycle and Pedestrian Route Specification”**

a safe, surfaced, signed and lit pedestrian and cycle path which may or may not form part of the Permanent East/West Cycle and Pedestrian Route to be provided and maintained in accordance with the **paragraph 1.6** of Part I of **Schedule 1**

**“Outline Element East Construction Management Plan”**

a plan submitted by the Developer and approved by the Council (in consultation with TfL) (as may be varied by agreement in writing between the Developer and the Council from time to time) prior to the commencement of any demolition in Outline Element East and thereafter updated in respect of the construction of each Plot in Outline Element East in accordance with **paragraph 7** of this Part A of **Schedule 1** setting out the measures that the Developer will adopt in carrying out the demolition of

buildings in Outline Element East and in undertaking the construction of Outline Element East using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Appendix 2 to this Part A of **Schedule 1** to ensure that the construction (including demolition) of Outline Element East Development can be carried out safely and so far as reasonably practicable with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):

- (a) a statement giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures located on Outline Element East and the building out of Outline Element East provided that where the details of the construction methods for later Plots in Outline Element East are not available then the Plan shall set out the principles that shall be followed by the Developer in the construction of those Plots;
- (b) reasonable amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (c) measures to ensure coordination with any other developments under construction in the vicinity of Outline Element East to ensure the safety of those using the highway (including pedestrians), and insofar as reasonably practicable to minimise congestion on the highway especially during peak traffic periods;
- (d) reasonable amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality of Outline Element East in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (e) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (f) details of any measures required to manage the removal and remediation of contamination from the existing use of the Outline Element East site;

- (g) details of mitigation measures to control construction-related air quality impacts;
- (h) measures to manage travel movements of construction workers throughout the construction of Outline Element East to reduce car trips and promote environmentally friendly forms of travel and mechanisms for monitoring the efficacy of these measures and providing information to the Council to enable the measures to be kept under review and updated as required throughout the construction of Outline Element East;
- (i) details of how the carrying out of the demolition in Outline Element East and the construction of the Outline Element East will interact satisfactorily with the Bus Service and Infrastructure Safeguarding Strategy approved in respect of the Outline Element East;
- (j) measures to ensure that the volume of commercial parking provided on Site during the construction of Outline Element East is adequately controlled and managed; and
- (k) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Outline Element East Construction Management Plan and provision of a mechanism for a review of the implementation of the Outline Element East Construction Management Plan on an annual basis until the end of the construction of Outline Element East

**“Outline Element East Construction Management Plan Implementation Support Contribution”**

the sum of £28,520 (twenty eight thousand five hundred and twenty pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Outline Element East Construction Management Plan and verification of the proper operation of the approved Outline Element East Construction Management Plan during the construction of Outline Element East

**“Outline Element West Construction Management Plan”**

a plan to be submitted by the Developer and approved by the Council (in consultation with TfL) (as may be varied by agreement in writing between the Developer and the Council from time to time) prior to the commencement of any demolition in Outline Element West and thereafter updated in respect of the construction of each Plot in Outline Element West in accordance with **paragraph 5** of this Part A of **Schedule 1** setting out the measures that the Developer will adopt in undertaking the Demolition Works in respect of Outline Element West and the construction of Outline Element West 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 Appendix 2 to this Part A of **Schedule 1** to ensure that the construction of Outline Element West (including demolition works) can be carried out safely and so far as reasonably practicable with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):

- (a) a statement giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures located on the Outline Element West site and the undertaking of the construction of the Plots in Outline Element West provided that where the details of the construction methods for later Plots in Outline Element West are not available then the Plan shall set out the principles that shall be followed by the Developer in the construction of those Plots;
- (b) reasonable amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (c) measures to ensure coordination with any other developments under construction in the vicinity of Outline Element West to ensure the safety of those using the highway (including pedestrians), and insofar as reasonably practicable to minimise congestion on the highway especially during peak traffic periods;
- (d) reasonable amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality of Outline Element West in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (e) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (f) details of any measures required to manage the removal and remediation of contamination from the existing use of the Outline Element West site;
- (g) details of mitigation measures to control construction-related air quality impacts;

- (h) measures to manage travel movements of construction workers throughout the construction of Outline Element West to reduce car trips and promote environmentally friendly forms of travel and mechanisms for monitoring the efficacy of these measures and providing information to the Council to enable the measures to be kept under review and updated as required throughout the construction of Outline Element West;
- (i) details of how the carrying out of demolition works in Outline Element West and the construction of the Outline Element West will interact satisfactorily with the Bus Service and Infrastructure Safeguarding Strategy approved in respect of the Outline Element West;
- (j) measures to ensure that the volume of commercial parking provided on Site during the construction of the Outline Element West is adequately controlled and managed; and
- (k) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Outline Element West Construction Management Plan on an annual basis until the end of the construction of Outline Element West

**“Outline Element West Construction Management Plan Implementation Support Contribution”**

the sum of £28,520 (twenty eight thousand five hundred and twenty pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Outline Element West Construction Management Plan and verification of the proper operation of the approved Outline Element West Construction Management Plan during the construction of Outline Element West

**“Phasing Implementation and Delivery Plan”**

the detailed plan (as may be varied by agreement in writing between the Parties from time to time) based on the Phasing Plan to be submitted and approved pursuant to Condition RM6 of the Planning Permission, to be submitted prior to the Implementation of each Element providing an up to date development programme and construction timetable and securing the delivery sequence of the Plots within each Element together with their associated uses and the open spaces and public realm within each Element and setting out how the public realm, highways infrastructure and community facilities shall be delivered alongside the Plots within each Element in order to meet the needs and growth of new communities within the Development as its Plots are built out and to include the Interim East/West Cycle and Pedestrian Route Delivery Strategy.

## OPERATIVE PROVISIONS

**It is acknowledged and agreed that for the purposes of interpreting this Part A of Schedule 1 (but not for any other Part of this Schedule 1), the word "Implementation" shall include demolition works except where expressly stated otherwise.**

### 1. PHASING IMPLEMENTATION AND DELIVERY PLAN

- 1.1 Except for the demolition of the Detailed Element Existing Buildings prior to the Implementation of the first Plot in the Detailed Element the Developer shall submit to the Council a Phasing Implementation and Delivery Plan for approval.
- 1.2 The Developer shall not Implement or permit Implementation of the Detailed Element (except for the demolition of the Detailed Element Existing Buildings) until the Phasing Implementation and Delivery Plan has been submitted in accordance with **paragraph 1.1** above and has been approved by the Council in writing.
- 1.3 Prior to the Implementation of each of Outline Element West and Outline Element East the Developer shall submit an updated Phasing Implementation and Delivery Plan to the Council for approval.
- 1.4 The Developer shall not Implement or permit Implementation of each of Outline Element West or Outline Element East until the relevant updated Phasing Implementation and Delivery Plan has been submitted in accordance with **paragraph 1.3** above and has been approved by the Council in writing.
- 1.5 The Development shall be carried out in accordance with the approved Phasing Implementation and Delivery Plan subject to such amendments or variations as may be agreed in writing by the Council from time to time.
- 1.6 The Interim East/West Cycle and Pedestrian Route Delivery Strategy which forms part of the Phasing Implementation and Delivery Plan shall ensure that an uninterrupted pedestrian and cycle route which accords with the Interim East/West Cycle and Pedestrian Route Specification is provided for use by the public through the Site between Finchley Road and West End Lane throughout the construction of the Development provided that the said Route may be amended or varied from time to time with the prior written consent of the Council and provided further that the said Route may be closed from time to time with the prior written consent of the Council for the purposes of cleaning, repairing and maintaining it and/or for purposes of the health and safety of the public.

### 2. CONSTRUCTION WORKING GROUP

- 2.1 Following the demolition of the Detailed Element Existing Buildings, during the demolition and construction of the Development (unless otherwise agreed in writing with the Council) and at its own expense the Developer shall invite the following to become members of the Construction Working Group:
  - 2.1.1 representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality of the Site up to a maximum of eight persons; and
  - 2.1.2 any other person or persons having a direct interest in the management of the relevant construction works reasonably nominated by the Council (up to a maximum of two persons).
- 2.2 The Developer shall:
  - 2.2.1 procure that the project manager for the Development (and any other two appropriate professional representatives of the Developer) shall be a member of the Construction Working Group and shall attend all meetings of the Construction Working Group;



- 2.2.2 appoint a person (the "**Liaison Officer**") responsible for liaising with the owners and or occupiers of the residents and businesses in the local area and other parties interested in the Development about the operation of the Construction Working Group such person to organise and attend all meetings of the Construction Working Group and all such meetings to take place within reasonable walking distance of the Site; and
- 2.2.3 ensure an appropriate venue is procured for each meeting of the Construction Working Group.
- 2.3 The Developer shall give a minimum of seven days written notice of the time and place and date of each meeting of the Construction Working Group to all members of the Construction Working Group.
- 2.4 The Developer shall (unless otherwise agreed in writing by the Council) ensure that meetings of the Construction Working Group shall take place at least once every four months during the construction of the Detailed Element, Outline Element West and Outline Element East provided that if the Construction Working Group decide to meet less frequently than is provided above during the construction of the Development meetings of the Construction Working Group shall be convened at such intervals as the Construction Working Group decides.
- 2.5 The Developer shall ensure that an accurate written minute is kept of each meeting of the Construction Working Group recording the discussion and any views expressed by the Construction Working Group (this to be circulated by the Developer or Developer's representative to all members of the Construction Working Group within 14 days of the relevant meeting).
- 2.6 The Developer shall provide at its own expense throughout the construction of the Detailed Element, Outline Element West and Outline Element East:
  - 2.6.1 a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Developer having control over the construction of the Detailed Element, Outline Element West and Outline Element East during all periods of construction activity and an answer phone service outside periods of construction activity; and
  - 2.6.2 a computer web site setting out information about the progress of the construction of the Detailed Element, Outline Element West and Outline Element East and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Developer shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Construction Working Group written information about any such complaints received and action taken in respect of them).

### 3. **DETAILED ELEMENT CONSTRUCTION MANAGEMENT PLAN AND DETAILED ELEMENT EXISTING BUILDINGS DEMOLITION MANAGEMENT PLAN**

- 3.1 On or prior to the earlier of the Implementation of the Detailed Element and the demolition of the Detailed Element Existing Buildings the Developer shall pay to the Council the Detailed Element Construction Management Plan Implementation Support Contribution.
- 3.2 The Developer shall not Implement nor permit Implementation of the Detailed Element (excluding demolition of the Detailed Element Existing Buildings) or, if earlier, shall not commence any demolition of the Detailed Element Existing Buildings until the Detailed Element Construction Management Plan Implementation Support Contribution has been paid in full to the Council.

- 3.3 On or prior to the commencement of the demolition of the Detailed Element Existing Buildings the Developer shall submit the Detailed Element Demolition Management Plan to the Council for approval.
- 3.4 The Developer shall not commence nor allow commencement of the demolition of the Detailed Element Existing Buildings until the Council has approved the Detailed Element Demolition Management Plan in writing.
- 3.5 The Developer shall ensure that the demolition of the Detailed Element Existing Buildings shall not be carried out otherwise than in accordance with the approved Detailed Element Demolition Management Plan (as may be varied or substituted with the written approval of the Council from time to time).
- 3.6 On or prior to Implementation of the first Plot in the Detailed Element (excluding demolition of the Detailed Element Existing Buildings) the Developer shall submit the Detailed Element Construction Management Plan to the Council for approval provided that if an Interim Bus Service and Infrastructure Strategy is required in relation to the construction of the first Plot in the Detailed Element in accordance with paragraph 10 of Part I of **Schedule 1** then the Detailed Element Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy.
- 3.7 The Developer shall not Implement the first Plot in the Detailed Element nor allow Implementation of the first Plot in the Detailed Element (excluding demolition of the Detailed Element Existing Buildings) until the Council has approved the Detailed Element Construction Management Plan in writing (and if relevant an associated Interim Bus Service and Infrastructure Strategy in respect of the first Plot in the Detailed Element been approved in accordance with paragraph 10 of Part I of **Schedule 1**).
- 3.8 On or prior to Implementation of each subsequent Plot in the Detailed Element (excluding demolition of the Detailed Element Existing Buildings) the Developer shall submit an updated Detailed Element Construction Management Plan to the Council for approval provided that if a Interim Bus Service and Infrastructure Strategy is required in relation to the construction of a Plot in the Detailed Element in accordance with paragraph 10 of Part I of **Schedule 1** then the Detailed Element Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy for that Plot.
- 3.9 The Developer shall not Implement nor allow Implementation of a Plot in the Detailed Element (excluding demolition of the Detailed Element Existing Buildings) until the updated Detailed Element Construction Management Plan submitted in connection with that Plot has been approved by the Council in writing (and if relevant an associated Interim Bus Service and Infrastructure Strategy in respect of the relevant Plot in the Detailed Element has been approved in accordance with paragraph 10 of Part I of this **Schedule 1**).
- 3.10 It is agreed and acknowledged that if at the time of submission of the Detailed Element Construction Management Plan the details of the construction methods for later Plots in the Detailed Element are not available then the Plan shall set out the principles that shall be followed by the Developer in the construction of those Plots provided that as soon as such details are available the Developer shall update and submit the Detailed Element Construction Management Plan to the Council for approval and thereafter shall not Implement the next Plot in the Detailed Element until the Council has approved the updated Detailed Element Construction Management Plan.
- 3.11 The Developer shall ensure throughout the construction of the Detailed Element that the Detailed Element shall not be carried out otherwise than in accordance with the approved Detailed Element Construction Management Plan (as may be varied or substituted with the written agreement of the Council from time to time) and (unless otherwise agreed with the Council in writing) shall not permit the carrying out of any demolition or construction works in part of a Plot in the Detailed Element at any time when the requirements of the Detailed Element Construction Management Plan are not being complied with in respect of those works in that part of the Plot.

#### 4. **CONSTRUCTION MANAGEMENT PLAN BOND**

- 4.1 On or prior to the earlier of the commencement of the demolition of the Detailed Element Existing Buildings and the Implementation of the Detailed Element the Developer shall pay to the Council the Construction Management Plan Bond.
- 4.2 The Developer shall not Implement nor allow Implementation of the Detailed Element or, if earlier, shall not commence any demolition of the Detailed Element Existing Buildings until such time as the Council has received the Construction Management Plan Bond.
- 4.3 Following the commencement of the demolition of the Detailed Element Existing Buildings and Implementation of the Detailed Element and in the event that the Council investigates and finds that there is a breach of the approved Detailed Element Demolition Management Plan and/or the Detailed Element Construction Management Plan the Council will as soon as it becomes aware of such breach notify the Developer giving notice of the details of the breach.
- 4.4 The Developer must once notified by the Council in accordance with **paragraph 4.3** acknowledge the notice within 24 hours of being notified and:
- 4.4.1 where a breach is acknowledged commence taking such action as necessary to remedy the breach within three Working Days but if that is not achievable given the nature of the breach in the shortest possible reasonable period of receipt of the notice having regard to the nature of the breach and the steps that must be taken to remedy it or in the event of there being safety concerns such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council; or
- 4.4.2 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 then the Developer may refer the matter to the Council's Director of Planning for determination and in the event the Council's Director of Planning determines that a breach subsists then the Developer shall take such action as is reasonably necessary to remediate the breach within two working days of receipt of the Council's Director of Planning'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.
- 4.5 In the event the Developer does not comply with the obligations in **paragraph 4.4.1** or **4.4.2** the Council may upon providing three Working Days' written notice following the expiry of the period for undertaking the remedial steps as specified in the relevant notice to the Developer take action to execute or complete the relevant part or parts of the approved Detailed Element Construction Management Plan specified in the notice served under **paragraph 4.3** by its own employees or by contractors or take such action that is reasonably necessary to investigate and/ or enforce compliance with the approved Detailed Element 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.

#### 5. **OUTLINE ELEMENT WEST CONSTRUCTION MANAGEMENT PLAN**

- 5.1 On or prior to Implementation of the first Plot in Outline Element West the Developer shall:
- 5.1.1 pay to the Council the Outline Element West Construction Management Plan Implementation Support Contribution; and
- 5.1.2 submit the Outline Element West Construction Management Plan to the Council for approval provided that if a Bus Service and Infrastructure Safeguarding Strategy is required in relation to the demolition and/or construction of the first Plot in Outline Element West in accordance with paragraph 10 of Part I of

**Schedule 1** then the Outline Element West Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy in respect of that Plot.

- 5.2 The Developer shall not Implement nor allow the Implementation of the first Plot in Outline Element West until such time as:
- 5.2.1 the Developer has paid the Outline Element West Construction Management Plan Implementation Support Contribution to the Council; and
- 5.2.2 the Council has approved the Outline Element West Construction Management Plan in writing (and if relevant an associated Interim Bus Service and Infrastructure Strategy in respect of the first Plot in Outline Element West has been approved in accordance with paragraph 10 of Part I of this **Schedule 1**).
- 5.3 On or prior to Implementation of each subsequent Plot in Outline Element West the Developer shall submit an updated Outline Element West Construction Management Plan to the Council for approval provided that if an Interim Bus Service and Infrastructure Strategy is required in relation to the Implementation of a Plot in Outline Element West in accordance with paragraph 10 of Part I of **Schedule 1** then the Outline Element West Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy in respect of that Plot.
- 5.4 The Developer shall not Implement nor allow Implementation of a Plot in Outline Element West until the updated Outline Element West Construction Management Plan submitted in connection with that Plot has been approved by the Council in writing (and if relevant an associated Interim Bus Service and Infrastructure Strategy in respect of that Plot in Outline Element West has been approved in accordance with paragraph 10 of Part I of this **Schedule 1**).
- 5.5 It is agreed and acknowledged that if at the time of submission of the Outline Element West Construction Management Plan the details of the construction methods for later Plots in Outline Element West are not available then the Plan shall set out the principles that shall be followed by the Developer in the construction of those Plots provided that as soon as such details are available the Developer shall update and submit the Outline Element West Construction Management Plan to the Council for approval and thereafter shall not Implement the next Plot in Outline Element West until the Council has approved the updated Outline Element West Construction Management Plan.
- 5.6 The Developer shall ensure that throughout the construction of Outline Element West that Outline Element West shall not be carried out otherwise than in accordance with the requirements of the approved Outline Element West Construction Management Plan (as may be varied or substituted with the written agreement of the Council from time to time) and (unless otherwise agreed with the Council in writing) shall not permit the carrying out of any works comprised in the demolition and building out of part of a Plot in Outline Element West at any time when the requirements of the Outline Element West Construction Management Plan are not being complied with in that part of the Plot.

## 6. **OUTLINE ELEMENT WEST – CONSTRUCTION MANAGEMENT PLAN BOND**

- 6.1 In the event that the Council has used any of the Construction Management Plan Bond to remedy any breach of the Detailed Element Demolition Management Plan and/or the Detailed Element Construction Management Plan so that the Council no longer holds the sum of £30,000 then on or prior to Implementation of Outline Element West the Developer shall pay to the Council such sum as is required to top up the Construction Management Plan Bond to £30,000.
- 6.2 The Developer shall not Implement nor allow Implementation of Outline Element West until such time as the Council holds the Construction Management Plan Bond to the value of £30,000.

6.3 **Paragraphs 4.3-4.5** (inclusive) above relating to the operation of the Construction Management Plan Bond in relation to the Detailed Element shall apply to the Construction Management Plan Bond in relation to Outline Element West.

## 7. **OUTLINE ELEMENT EAST CONSTRUCTION MANAGEMENT PLAN**

7.1 On or prior to Implementation of the first Plot in Outline Element East the Developer shall:

7.1.1 pay to the Council the Outline Element East Construction Management Plan Implementation Support Contribution; and

7.1.2 submit the Outline Element East Construction Management Plan to the Council for approval provided that if a Interim Bus Service and Infrastructure Strategy is required in relation to the demolition and/or construction of the first Plot in Outline Element East in accordance with paragraph 10 of Part I of **Schedule 1** then the Outline Element East Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy in respect of that Plot.

7.2 The Developer shall not Implement nor allow Implementation of Outline Element East until such time as:

7.2.1 the Developer has paid the Outline Element East Construction Management Plan Implementation Support Contribution; and

7.2.2 the Council has approved the Outline Element East Construction Management Plan in writing (and if relevant an associated Interim Bus Service and Infrastructure g Strategy in respect of that Plot in Outline Element East has been approved in accordance with paragraph 10 of Part I of this **Schedule 1**).

7.3 On or prior to Implementation of each subsequent Plot in Outline Element East the Developer shall submit an updated Outline Element East Construction Management Plan to the Council for approval provided that if an Interim Bus Service and Infrastructure Strategy is required in relation to the Implementation of a Plot in Outline Element East in accordance with paragraph 10 of Part I of **Schedule 1** then the Outline Element East Construction Management Plan for that Plot shall be accompanied by a Bus Service and Infrastructure Safeguarding Strategy in respect of that Plot.

7.4 The Developer shall not Implement nor allow Implementation of a Plot in Outline Element East until the updated Outline Element East Construction Management Plan submitted in connection with that Plot has been approved by the Council in writing (and if relevant an associated Interim Bus Service and Infrastructure Strategy in respect of that Plot in Outline Element East has been approved in accordance with paragraph 10 of Part I of this **Schedule 1**).

7.5 It is agreed and acknowledged that if at the time of submission of the Outline Element East Construction Management Plan the details of the construction methods for later Plots in Outline Element East are not available then the Plan shall set out the principles that shall be followed by the Developer in the construction of those Plots provided that as soon as such details are available the Developer shall update and submit the Outline Element East Construction Management Plan to the Council for approval and thereafter shall not Implement the next Plot in Outline Element East until the Council has approved the updated Outline Element East Construction Management Plan.

7.6 The Developer shall ensure throughout the construction of Outline Element East (including the demolition of any existing buildings on Outline Element East) that the development of Outline Element East shall not be carried out otherwise than in accordance with the requirements of the approved Outline Element East Construction Management Plan (as may be varied or substituted with the written agreement of the Council from time to time and (unless otherwise agreed with the Council in writing) shall not permit the carrying out of any works comprised in the demolition and building out of part of a Plot in Outline Element

East at any time when the requirements of the Outline Element East Construction Management Plan are not being complied with in that part of the Plot.

**8. OUTLINE ELEMENT EAST – CONSTRUCTION MANAGEMENT PLAN BOND**

8.1 In the event that the Council has used any of the Construction Management Plan Bond to remedy any breach of the Outline Element West Construction Management Plan so that the Council no longer holds the sum of £30,000 then on or prior to Implementation of Outline Element East the Developer shall pay to the Council the such sum as is required to top up the Construction Management Plan Bond to £30,000.

8.2 The Developer shall not Implement nor allow Implementation of Outline Element East until such time as the Council holds the Construction Management Plan Bond to the value of £30,000.

8.3 **Paragraphs 4.3-4.5** (inclusive) above relating to the operation of the Construction Management Plan Bond in relation to the Detailed Element shall apply to the Construction Management Plan Bond in relation to Outline Element East.

8.4 The Developer shall notify the Council of completion of the construction of Outline Element East and Occupation of Outline Element East and within 28 days of that notification the Council shall repay to the Developer the Construction Management Plan Bond less any deductions properly made in accordance with **paragraph 4.5** above insofar as it relates to Outline Element East.

**9. DESIGN MONITORING**

The Developer shall, at its own expense, visit the Council's Design Review Panel at least once prior to the submission of the RMAs for the building(s) in each Plot in Outline Element West and Outline Element East so that the Council's Design Review Panel is provided with appropriate opportunities to review and comment on the proposals prior to the submission of the relevant RMAs. The Developer shall ensure that the Design Review Panel is visited at a sufficiently early stage of the RMA process for its comments and recommendations to be able to be considered and addressed by the Developer prior to submission of the relevant RMA.

## **APPENDIX 1 TO SCHEDULE 1 PART A**

### **Travel Plan**

#### **PART I: COMPONENTS OF THE TRAVEL PLAN**

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

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 Developer 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 Developer 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 Site.

##### **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 a person'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 Site.

## 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 Site;
- (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 Developer 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 during the Construction Phase. 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 Site'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 construction workers employed at the Site 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 those constructing 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 Developer 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.

## **APPENDIX 2 TO SCHEDULE 1 PART A**

### **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.

## PART B – CAR FREE DEVELOPMENT AND CAR PARKING MANAGEMENT

### RELEVANT DEFINITIONS

<b>“Car Parking Management Plans”</b>	collectively the Detailed Element Car Parking Management Plan and the Outline Element Car Park Management Plans approved in respect of Outline Element West and Outline Element East and <b>“Car Parking Management Plan”</b> means any one of them
<b>“Council Business Parking Bay”</b>	a car parking space not forming part of the Development, which is 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
<b>“Council Business Parking Permit”</b>	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 Council Business Parking Bay
<b>“Council Parking Bay”</b>	a car parking space not forming part of the Development which is 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
<b>“Council Parking Permit”</b>	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Council Parking Bays
<b>“Disabled Persons Parking Permit”</b>	a permit to park within a disabled persons car parking space within the Development, to be issued by or on behalf of the Developer in accordance with the Car Parking Management Plans
<b>“Detailed Element Car Parking Management Plan”</b>	a plan setting out a package of measures to be adopted by the Developer in the management of parking within the Detailed Element and to secure the following: <ul style="list-style-type: none"><li>(a) provision of 18 disabled persons car parking spaces within the Detailed Element four of which shall be electric vehicle charging point spaces;</li><li>(b) a process by which residents of Residential Units within the Detailed Element may apply for, and be granted, a Disabled Persons Parking Permit;</li><li>(c) the ongoing maintenance of the disabled persons car parking spaces provided pursuant to paragraph (a) above;</li><li>(d) allowances to enable the carer of any holder of a disabled person badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 to utilise the disabled persons car parking spaces located</li></ul>

within the Detailed Element whether by permit or otherwise;

- (e) that parking shall only take place in the disabled persons car parking spaces provided pursuant to paragraph (a) for the purposes of that parking and that there is otherwise no parking on the Public Realm or landscaped areas of the Detailed Element;
- (f) measures to control and manage the disabled persons car parking including the use of third party parking control/management companies (if the Developer shall appoint the same), and any related signage or other management measures;
- (g) management of parking on the remainder of the Site including Blackburn Road (within the Detailed Element); and
- (h) means of ensuring the provision of information to the Council to monitor the implementation of the Detailed Element Car Parking Management Plan and provision of a mechanism for a review of the implementation of the Detailed Element Car Parking Management Plan on an annual basis for a period of five years following first Occupation of the Detailed Element or Practical Completion of the Detailed Element (whichever is the later)

**“Outline Element Car Parking Management Plan”**

a plan to be prepared for each of Outline Element West and Outline Element East (and updated as necessary by agreement in writing between the Developer and the Council as Plots within those Outline Elements are delivered) setting out a package of measures to be adopted by the Developer in the management of parking within each Outline Element and to secure the following:

- (a) provision of disabled persons car parking spaces in accordance with London Plan 2021 (to the satisfaction of the Council);
- (b) a process by which residents of Residential Units or occupiers of Commercial Units within Outline Element West or Outline Element East may apply for, and be granted, a Disabled Persons Parking Permit;
- (c) the ongoing maintenance of the disabled persons car parking spaces provided pursuant to paragraph (a) above;
- (d) allowances to enable the carer of any holder of a disabled person badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 to utilise the disabled persons car parking spaces located

within the relevant Outline Element by permit or otherwise;

- (e) that parking shall only take place in the disabled persons car parking spaces provided pursuant to paragraph (a) for the purposes of that parking and that there is otherwise no parking on the Public Realm or landscaped areas of the Site;
- (f) measures to control and manage the disabled persons car parking including the use of third party parking control/management companies (if the Developer shall appoint the same), and any related signage or other management measures;
- (g) that 20% of parking spaces within Outline Element West and Outline Element East will be required to have active electric vehicle charging provision from the outset, with the remaining spaces having passive provision available for future use;
- (h) management of parking on the remainder of the Site including Blackburn Road (within the relevant Outline Element); and
- (i) means of ensuring the provision of information to the Council to monitor the implementation of each Outline Element Car Parking Management Plan and provision of a mechanism for a review of the implementation of each Outline Element Car Parking Management Plan on an annual basis for a period of five years following first Occupation of the relevant Outline Element or Practical Completion of the relevant Outline Element (whichever is the later).

## **OPERATIVE PROVISIONS**

### **1. CAR FREE**

The Development shall be Occupied as "car free" in accordance with **paragraph 1.1** and **1.2** of this Part B of **Schedule 1** for all relevant purposes, other than in respect of the disabled persons car parking spaces that are to be provided pursuant to and in accordance with the approved Residential Car Parking Management Plans.

### **1.1 RESIDENTIAL UNITS**

1.1.1 Prior to the Occupation of each Residential Unit, the Developer shall inform each new Occupier, in writing, 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):

1.1.1.1 to be granted a Council Parking Permit to park a vehicle in a Council Parking Bay; or

1.1.1.2 to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 1.1.2 The Developer shall include in every lease for every Residential Unit a restriction preventing the Occupier of that Residential Unit from parking a vehicle in the Development unless the Occupier of that Residential Unit is the holder of a Disabled Persons Parking Permit.
- 1.1.3 The Developer for itself and its successors in title to the Property hereby acknowledges that the provisions of **paragraph 1.1.1** and **1.1.2** of this Part B of **Schedule 1** of this Agreement shall continue for the lifetime of the Development.
- 1.1.4 On or prior to the Occupation Date of each Plot the Developer shall inform the Council's Planning Obligations Monitoring Officer of the official number of Residential Units within that Plot (as issued and agreed by the Council's Street Name and Numbering Department), which are affected by the Developer's obligation in **paragraph 1.1.1** of this Part B of **Schedule 1** of this Agreement.

## 1.2 **COMMERCIAL UNITS**

- 1.2.1 Prior to the Occupation of each Commercial Unit, the Developer shall inform each new Occupier, in writing, 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):
  - 1.2.1.1 to be granted a Council Business Parking Permit to park a vehicle in a Council Business Parking Bay; or
  - 1.2.1.2 to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 1.2.2 The Developer shall include in every lease for every Commercial Unit a restriction preventing the Occupier of that Commercial Unit from parking a vehicle in the Development unless the Occupier of that Commercial Unit is the holder of a Disabled Persons Parking Permit.
- 1.2.3 The Developer for itself and its successors in title to the Developer's Land hereby acknowledges that the provisions in **paragraph 1.2.1** and **1.2.2** shall continue to have effect for the lifetime of the Development.
- 1.2.4 On or prior to the Occupation Date of each Plot containing a Commercial Unit(s) the Developer shall inform the Council's Planning Obligations Monitoring Officer of the official number of the Commercial Units within that Plot (as issued and agreed by the Council's Street Name and Numbering Department), that are affected by the Developer's obligation in **paragraph 1.2.1** of this Part B of **Schedule 1** of this Agreement.

## 2. **CAR PARKING MANAGEMENT PLANS**

- 2.1 Prior to first Occupation of the Detailed Element the Developer shall submit the Detailed Element Car Parking Management Plan to the Council for approval, and prior to first Occupation of each of Outline Element West and Outline Element East, the Developer shall submit an Outline Element Parking Management Plan to the Council for approval.
- 2.2 The Developer shall not Occupy or permit Occupation of any part of the Detailed Element until the Detailed Element Car Parking Management Plan has been submitted to and approved by the Council in writing and shall not Occupy or permit Occupation of any part of Outline Element East or Outline Element West until in each case an Outline Element Car Parking Management Plan has been submitted to and approved by the Council in writing in respect of the relevant Outline Element.
- 2.3 Following approval of the Detailed Element Car Parking Management Plan and each Outline Element Car Parking Management Plan, the Developer shall ensure that the Detailed Element is delivered and Occupied in compliance with requirements of the Detailed Element

Car Parking Management Plan approved by the Council in accordance with **paragraph 2.2** above and Outline Element West and Outline Element East are delivered and Occupied in compliance with the relevant Outline Element Car Parking Management Plan approved by the Council in accordance with **paragraph 2.2** above provided that the approved Residential Car Parking Management Plans will continue to be kept under review and may be varied or substituted from time to time with the written agreement of the Council. In the event of material non-compliance with the any of the Car Parking Management Plans the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

**PART C – SUPERMARKET, SPORTS AND LEISURE CENTRE, CINEMA AND TEMPORARY SUPERMARKET**

**RELEVANT DEFINITIONS**

<b>“Cinema”</b>	the cinema to serve the Development and the wider area of no less than one thousand two hundred and fifty square metres (1,250 sqm) GIA to be delivered as part of the Development by the Developer in accordance with the Cinema Design and Delivery Plan
<b>“Cinema Design and Delivery Plan”</b>	<p>a plan to be submitted to and approved by the Council to secure the location and programme for delivery of the Cinema such plan to include details of:</p> <ul style="list-style-type: none"><li>(a) the amount of floorspace to be provided for the Cinema (if known at that stage);</li><li>(b) the location of the Cinema;</li><li>(c) an outline of the proposed marketing strategy and exercise to be undertaken by the Developer to identify an operator for the Cinema; and</li><li>(d) a means of ensuring the plan is kept under review and updated as required until the Cinema has been delivered (or an alternative use has been approved pursuant to <b>paragraph 1</b>)</li></ul>
<b>“Existing Supermarket Provision”</b>	the existing supermarket provision within the O2 building in Outline Element East
<b>“Sports and Leisure Centre”</b>	the sports and leisure Centre to serve the Development and the wider area of no less than 1,200 sq m (GIA) to be delivered as part of the Development by the Developer in accordance with the Sports and Leisure Centre Design and Delivery Plan
<b>“Sports and Leisure Centre Design and Delivery Plan”</b>	<p>a plan to be submitted to and approved by the Council to secure the location and programme for delivery of the Sports and Leisure Centre such plan to include details of:</p> <ul style="list-style-type: none"><li>(a) the amount of floorspace to be provided for the Sports and Leisure Centre (if known at that stage);</li><li>(b) the location of the Sports and Leisure Centre;</li><li>(c) an outline of the proposed marketing strategy and exercise to be undertaken by the Developer to identify an operator for the Sports and Leisure Centre; and</li><li>(d) a means of ensuring the plan is kept under review and updated as required until the Sports and Leisure Centre has been</li></ul>



delivered (or an alternative use has been approved pursuant to **paragraph 2**)

**“Supermarket”**

the supermarket to serve the Development and the wider area of no less than two thousand five hundred square metres (2,500 sqm) (GIA) to be delivered as part of the Development by the Developer in accordance with the Development Specification

**“Supermarket Design and Delivery Plan”**

a plan to be submitted to and approved by the Council to secure the location and programme for delivery of the Supermarket such plan to include details of:

- (a) the amount of floorspace to be provided for the Supermarket (if known at that stage);
- (b) the location of the Supermarket;
- (c) an outline of the proposed marketing strategy and exercise to be undertaken by the Developer to identify an operator for the Supermarket, and
- (d) a means of ensuring the plan is kept under review and updated as required until the Supermarket has been delivered (or an alternative use has been approved pursuant to **paragraph 3**)

**“Temporary Supermarket”**

a convenience store to be provided immediately upon the closure of the Existing Supermarket Provision and until the opening of the new Supermarket in accordance with the Temporary Supermarket Design and Delivery Plan so that there is no interruption in a supermarket or foodstore provision during the carrying out of the Development

**“Temporary Supermarket Design and Delivery Plan”**

a plan to be submitted to and approved by the Council to secure the location, design and programme for the delivery of the Temporary Supermarket such plan to include details of:

- (a) the amount of floorspace to be provided for Temporary Supermarket (if known at that stage);
- (b) the location of the Temporary Supermarket;
- (c) details of the proposed design of the Temporary Supermarket (if known at that stage);
- (d) details of the proposed operator or, in the event an operator has not been identified at that stage, details of the marketing strategy and exercise to be undertaken by the Developer to identify an operator for the Temporary Supermarket; and
- (e) a means of ensuring the plan is kept under review and updated as required until the

Temporary Supermarket is replaced by the Supermarket.

## **OPERATIVE PROVISIONS**

### **1. CINEMA**

- 1.1 Prior to the Implementation Date in respect of Plots N1, N2 or S1 (whichever is the earliest) the Developer shall prepare a Cinema Design and Delivery Plan and submit it to the Council for approval.
- 1.2 The Developer shall not Implement or permit Implementation of Plot N1, N2 or S1 (whichever is the earliest) until the Cinema Design and Delivery Plan submitted in accordance with **paragraph 1.1** above has been approved by the Council in writing and the Developer shall carry out the Development in accordance with the approved Cinema Design and Delivery Plan provided that the Cinema Design and Delivery Plan may be updated or varied from time to time with the written approval of the Council.
- 1.3 Unless otherwise agreed in writing with the Council (through the approval of the Cinema Design and Delivery Plan or otherwise) the Developer shall use reasonable endeavours to:
  - 1.3.1 identify a cinema operator who is willing to operate the Cinema within the Development; and
  - 1.3.2 negotiate the specification and commercial terms for the Cinema with such cinema operator to operate the Cinema; and
  - 1.3.3 enter into an agreement with the identified cinema operator in which the Developer agrees to construct the Cinema in accordance with the specification agreed with the cinema operator.
- 1.4 The Developer shall notify the Council in writing within ten Working Days of entering into an agreement with a cinema operator for the operation of the Cinema with confirmation of the identity of the cinema operator, the size and number of screens, the intended date of Practical Completion of the Cinema, and the length of the lease under which the Cinema will be operated.
- 1.5 Subject to the Developer being able to identify and enter into an agreement for lease with a cinema operator pursuant to **paragraph 1.3**, the Developer shall construct the Cinema in accordance with the specification and programme agreed with the cinema operator.
- 1.6 Once Practically Completed the Cinema shall be retained unless an alternative use is approved in writing by the Council.
- 1.7 If, despite the Developer demonstrating to the Council's reasonable satisfaction in writing that it has used its reasonable endeavours to identify and secure a cinema operator pursuant to **paragraph 1.3** it has not been able to procure an operator for the Cinema, then within three months of the Council providing such written satisfaction the Developer shall submit to the Council for approval its alternative proposals for the use of the relevant unit.
- 1.8 Following receipt of the Council's written approval to the alternative proposals in accordance with **paragraph 1.7** above the Developer shall apply for such permissions or consents as are needed for the alternative use and the relevant unit shall be fitted out and Occupied for such alternative use.

### **2. SPORTS AND LEISURE CENTRE**

- 2.1 Prior to the Implementation Date in respect of Plots N1, N2 or S1 (whichever is the earliest) the Developer shall prepare a Sports and Leisure Centre Design and Delivery Plan and submit it to the Council for approval.

- 2.2 The Developer shall not Implement or permit Implementation of Plot N1, N2 or S1 (whichever is the earliest) until the Sports and Leisure Centre Design and Delivery Plan submitted in accordance with **paragraph 2.1** above has been approved by the Council in writing and the Developer shall carry out the Development in accordance with the approved Sports and Leisure Centre Delivery Plan provided that the Sports and Leisure Centre Design and Delivery Plan may be updated or varied from time to time with the written approval of the Council.
- 2.3 Unless otherwise agreed in writing with the Council (through the approval of the Sports and Leisure Centre Design and Delivery Plan or otherwise) the Developer shall use reasonable endeavours to:
- 2.3.1 identify an operator who is willing to operate the Sports and Leisure Centre within the Development; and
  - 2.3.2 negotiate the specification and commercial terms for the Sports and Leisure Centre with such operator to operate the Sports and Leisure Centre; and
  - 2.3.3 enter into an agreement with the identified operator in which the Developer agrees to construct the Sports and Leisure Centre in accordance with the specification agreed with the operator.
- 2.4 The Developer shall notify the Council in writing within ten Working Days of entering into an agreement with an operator for the Sports and Leisure Centre with confirmation of the identity of the operator, the size of the facility to be provided, the intended date of Practical Completion of the Sports and Leisure Centre, and the length of the lease under which the Sports and Leisure Centre will be operated.
- 2.5 Subject to the Developer being able to identify and enter into an agreement for lease with an operator for the Sports and Leisure Centre pursuant to **paragraph 2.3**, the Developer shall construct the Sports and Leisure Centre in accordance with the specification and programme agreed with the operator.
- 2.6 Once Practically Completed the Sports and Leisure Centre shall be retained unless an alternative use is approved in writing by the Council.
- 2.7 If, despite the Developer demonstrating to the Council's reasonable satisfaction in writing that it has used its reasonable endeavours to identify and secure an operator for the Sports and Leisure Centre pursuant to **paragraph 2.3**, it has not been able to procure an operator for the Sports and Leisure Centre, then within three months of the Council providing such written satisfaction the Developer shall submit to the Council for approval its alternative proposals for the use of the relevant unit.
- 2.8 Following receipt of the Council's written approval to the alternative proposals in accordance with **paragraph 2.7** above the Developer shall apply for such permissions or consents as are needed for the alternative use and the relevant unit shall be fitted out and Occupied for such alternative use.

### 3. **SUPERMARKET**

- 3.1 Prior to the Implementation Date in respect of Plot N2 the Developer shall prepare a Supermarket Design and Delivery Plan and submit it to the Council for approval.
- 3.2 The Developer shall not Implement or permit Implementation of Plot N2 until the Supermarket Design and Delivery Plan submitted in accordance with **paragraph 3.1** above has been approved by the Council in writing and the Developer shall carry out the Development in accordance with the approved Supermarket Design and Delivery Plan provided that the Supermarket Design and Delivery Plan may be updated or varied from time to time with the written approval of the Council.

- 3.3 Unless otherwise agreed in writing with the Council (through the approval of the Supermarket Design and Delivery Plan or otherwise) the Developer shall use reasonable endeavours to:
- 3.3.1 identify a supermarket operator who is willing to operate the Supermarket within the Development; and
  - 3.3.2 negotiate the specification and commercial terms for the Supermarket with such supermarket operator to operate the Supermarket; and
  - 3.3.3 enter into an agreement with the identified operator in which the Developer agrees to construct the Supermarket in accordance with the specification agreed with the operator.
- 3.4 The Developer shall notify the Council in writing within ten Working Days of entering into an agreement with a supermarket operator for the operation of the Supermarket with confirmation of the identity of the supermarket operator, the size of the store, the intended date of Practical Completion of the Supermarket, and the length of the lease under which the Supermarket will be operated.
- 3.5 Subject to the Developer being able to identify and enter into an agreement for lease with a supermarket operator pursuant to **paragraph 3.3**, the Developer shall construct the Supermarket in accordance with the specification and programme agreed with the supermarket operator.
- 3.6 Once Practically Completed the Supermarket shall be retained unless an alternative use is approved in writing by the Council.
- 3.7 If, despite the Developer demonstrating to the Council's reasonable satisfaction in writing that it has used its reasonable endeavours to identify and secure an operator for the Supermarket pursuant to **paragraph 3.3**, it has not been able to procure an operator for the Supermarket, then within three months of the Council providing such written satisfaction the Developer shall submit to the Council for approval its alternative proposals for the use of the relevant unit.
- 3.8 Following receipt of the Council's written approval to the alternative proposals in accordance with **paragraph 3.7** above the Developer shall apply for such permissions or consents as are needed for the alternative use and the relevant unit shall be fitted out and Occupied for such alternative use.
4. **TEMPORARY SUPERMARKET**
- 4.1 On or prior to the submission of the Reserved Matters Application for Outline Element East the Developer shall submit to the Council for approval the Temporary Supermarket Design and Delivery Plan.
- 4.2 The Developer shall provide the Temporary Supermarket in accordance with the approved Temporary Supermarket Design and Delivery Plan until the Supermarket is provided, provided that the Temporary Supermarket Design and Delivery Plan may be updated or varied from time to time with the written approval of the Council.
- 4.3 The demolition of the existing O2 building in Outline Element East shall not commence until the Temporary Supermarket has been provided in accordance with the approved Temporary Supermarket Design and Delivery Plan and is open to the public.

**SCHEDULE 1 PART D – HOUSING**

**RELEVANT DEFINITIONS**

<b>“Affordable Housing”</b>	low-cost housing including Social Rented Housing, London Affordable Rented Housing and Intermediate Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market as defined by the National Planning Policy Framework (2021) and any document which succeeds it
<b>“Affordable Housing Cap”</b>	a maximum policy compliant amount of Affordable Housing being 50% of the total number of Habitable Rooms within the Development
<b>“Affordable Housing Units”</b>	those Residential Units provided as Social Rented Housing, London Affordable Rented Housing and Intermediate Rented Housing
<b>“Affordable Housing Units (Detailed Element)”</b>	the 107 Social-Affordable Rented Housing Units and the 85 Intermediate Rented Housing Units to be provided in the Detailed Element in the locations shaded yellow and blue on Plan 5 (Affordable Housing Units – Detailed Element) subject to such variations as may be approved in writing by the Council to be constructed fitted out and occupied exclusively as Affordable Housing subject to the provisions of this Part D of Schedule 1
<b>“Commercial Development”</b>	those parts of the Plots to be Occupied as part of the Development for uses within class E and/or for sui generis use
<b>“Delivered”</b>	(a) Practically Complete;  (b) in a habitable state and fully fitted out but excluding white goods, window dressings, furniture, fitted wardrobes, loose fittings and equipment; and  (c) unless alternative management arrangements have been agreed in writing by the Council, transferred or leased to a Registered Provider for a term of at least 125 years
<b>“Grant Funding”</b>	any funding provided through the Government’s Affordable Homes Programme for 2021-26 (or a successor programme), or any funding provided under the GLA’s Affordable Housing Capital Funding Guide (AHCFG) or a successor programme
<b>“Habitable Room”</b>	any room within a Residential Unit used or intended to be used for sleeping, cooking, living or eating purposes but excluding in all cases enclosed spaces such as bath or toilet facilities, corridors, hallways, and utility rooms provided that any room within a Residential Unit in excess of 28 sq m (NIA) shall be calculated as follows:

Area (sqm NIA)	No. of Habitable Rooms
0-28	1
29-42	2
43-56	3
57-70	4
85-98	6
99-112	7
113+	8

**“Housing Delivery Plan”**

a housing delivery plan to be submitted by the Developer as part of the first Reserved Matters Application within the Outline Element which includes Residential Units and thereafter to be updated and submitted with every Reserved Matters Application within the Outline Elements which involves the delivery of Residential Units and which confirms:

- (a) the number of Residential Units to be provided as part of the relevant part of the Development and demonstrating how this complies with the Council’s relevant development plan policies applicable at the relevant time and has due regard to the dwelling mix shown in the O2 Masterplan Illustrative Unit Mix and other relevant material considerations;
- (b) the number, tenure mix and dwelling mix of the Market Housing Units to be provided as part of the relevant part of the Development and demonstrating how this complies with the Council’s relevant development plan policies applicable at the relevant time and has due regard to the dwelling mix shown in the O2 Masterplan Illustrative Unit Mix and other relevant material considerations;
- (c) the number, tenure mix and dwelling mix of the Affordable Housing Units to be provided as part of the relevant part of the Development and demonstrating how this complies with the Council’s relevant development plan policies applicable at the relevant time and has due regard to the dwelling mix shown in the O2 Masterplan Illustrative Unit Mix and other relevant material considerations;
- (d) an indicative programme for the delivery of the Market Housing Units and Affordable Housing Units as part of the relevant part of the Development;
- (e) where known at the time of submission, details of the proposed Registered Provider

in respect of the Affordable Housing Units for the relevant part of the Development;

- (f) the percentage of the total Habitable Rooms in the relevant part or parts of the Development which have been granted RMA to date together with the number of Habitable Rooms to be provided in the relevant part of the Development that have been and will be provided as Affordable Housing;
- (g) in the event that part of the Development for which a Reserved Matters Application is made contains less than 35% of the Habitable Rooms as Affordable Housing, the locations within the Development that could deliver the remaining Affordable Housing to ensure the milestones contained in **paragraph 5.1** of this Part D of **Schedule 1** are achieved; and
- (h) how the Developer will provide and is on course to provide not less than 35% of the Habitable Rooms of the housing as Affordable Housing in accordance with the Illustrative Housing Mix within each of the Detailed Element, Outline Element West and Outline Element West

**“Intermediate Rented Housing”** Affordable Housing that is occupied for the lifetime of the Development (subject to the provisions of this Agreement) available for rent above target rents but substantially below open market levels and occupied on the following basis:

- (a) it complies with the requirements set out for housing of this type in the Mayor of London’s “Homes for Londoners Affordable Homes Programme 2016-2023” and successor documents in place at the time of the approval of the relevant Reserved Matters;
- (b) it is consistent with the Council’s Local Plan and Camden Supplementary Planning Document “Camden Planning Guidance – Housing – January 2021” and its successor policies and the requirements set out in paragraph 4.6.8 and 4.6.9 of the London Plan 2021 or its successor policies (subject to annual reviews);
- (c) it provides housing where the annual housing costs for each intermediate rented home (including rent and service charge):
  - (i) shall not exceed £270 per week for studio units and 1-bedroom units and £300 per week for 2-bedroom units and £320 per week for 3-bedroom units in gross total rent subject to annual rent increases not exceeding the

annual increase in the Consumer Price Index +1% from the date of this deed; and

- (ii) is affordable to households paying no more than 40% of net income on rent and service charge where net incomes are 70% of gross incomes and gross household incomes do not exceed the maximum eligible household income for Intermediate Rent Housing as set out by the London Plan 2021 or its successor policies (which is presently £60,000 but is subject to update by the London Plan Annual Monitoring Report prepared by the GLA provided that if the eligible household income is not increased annually in the London Plan Annual Monitoring Report it shall be deemed to have been increased annually by the increase in the Consumer Prices Index+1% from the date of this Agreement);

- (d) the tenancies shall be marketed to people who are eligible for intermediate rented housing in terms set out in paragraphs 4.6.8 and 4.6.9 of the London Plan 2021 or its successor policies (and subject to update by the London Plan Annual Monitoring Report) and are registered on the Council's Intermediate Housing Register of Interest and let in accordance with the Council's Priority Matrix as set out in Schedule 1 of the Council's Intermediate Housing Strategy and successor policies

**"Intermediate Rented Housing Units"**

those Residential Units provided as Intermediate Rented Housing and "Intermediate Rented Housing Unit" shall be construed accordingly

**"Intermediate Rented Housing Units (Detailed Element)"**

the 85 Intermediate Rented Housing Units (230 Habitable Rooms) forming part of the Detailed Element comprising 37 x 1-bedroom 2 person units, 7 x 2-bedroom 3 person units, 29 x 2-bedroom 4 person units and 12 x 3-bedroom 5 person units to be provided in the area shown shaded yellow on Plan 5 (Affordable Housing Units- Detailed Element)

**"London Affordable Rented Housing"**

Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market for the lifetime of the Development such that homes provided:

- (a) meet the weekly rent benchmarks as set out in the Mayor of London's Funding Guidance for the year relevant to the date of the letter



of the relevant London Affordable Rented Housing Units (which for the year 2022/23 (exclusive of service charge) are £168.34 per week for 1-bedroom units, £178.23 per week for 2-bedroom units, and £188.13 per week for 3-bedroom units) subject to periodic updates of such weekly rent benchmarks from time to time or such applicable successor funding guidance being introduced;

- (b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;
- (c) are consistent with the requirements set out for Affordable Housing for Rent in the National Planning Policy Framework (2021) and successor documents;
- (d) are consistent with the information in relation to London Affordable Rented Housing set out in Camden’s Supplementary Planning Document “Camden Planning Guidance – Housing: January 2021” and its successor policies and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews); and
- (e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of London Affordable Rented Housing Units

**“London Affordable Rented Housing Units”**

those Residential Units provided as London Affordable Rented Housing and “London Affordable Rented Housing Unit” shall be construed accordingly

**“Market Housing Units”**

the Private For Sale Units and Private Rental Units

**“O2 Masterplan Illustrative Unit Mix”**

the housing tenure mix shown for illustrative purposes in the schedule at Annex 3 to this Part D of **Schedule 1** being the housing mix upon which the viability of the Development has been assessed

**“Private For Sale Units”**

the Residential Units to be provided as part of the Development for market sale and “Private For Sale Unit” shall be construed accordingly

**“Private Rental Units”**

any Market Housing Units identified by the Developer as being purpose-built for rent in a Private Rental Units Notice and which will be operated in accordance the principles in **paragraph 8** below and “Private Rental Unit” shall be construed accordingly

**“Private Rental Units Notice”**

written notice to be given by the Developer to the Council in advance of Occupation of each Plot within the Detailed Element and each Reserved Matters Area

within Outline Element East and Outline Element West which shall confirm:

- (a) if the Plot or Reserved Matters Area (as appropriate) will include Private Rental Units, and if so, how many; and
- (b) where within the Plot or Reserved Matters Area they will be located by reference to an enclosed plan; and
- (c) details of how conformity with the requirements of **paragraph 8.2** of this Part D of **Schedule 1** is to be secured for those Private Rented Units

**“Registered Provider”** a registered provider of Affordable Housing registered as such by the Regulator and selected from the London Borough of Camden’s Approved Strategic Partner List or such other party as may be approved in writing by the Council

**“Regulator”** the Regulator of Social Housing and any successor organisation

**“Reserved Matter Area”** a part of the Site subject to a Reserved Matters Approval

**“Social-Affordable Rented Housing”** Affordable Housing that is to be provided and occupied for the lifetime of the Development (subject to the terms of this Agreement) as either London Affordable Rented Housing or Social Rented Housing

**“Social-Affordable Rented Housing Units”** those Residential Units provided as London Affordable Rented Housing or Social Rented Housing

**“Social-Affordable Rented Housing Units (Detailed Element)”** the 107 Low Cost Rented Housing Units (361 Habitable Rooms) comprising 14 x 1-bedroom 2 person units, 14 x 2-bedroom 3 person units, 25 x 2-bedroom 4 person units and 54 x 3 bedroom 5 person units to be provided in the area shown shaded blue on Plan 5 (Affordable Housing Units – Detailed Element) subject to such variations as may be approved in writing by the Council

**“Social Rented Housing”** Affordable Housing units available for rent for the lifetime of the Development such that:

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) comply with the requirements set out for housing of this type in the National Planning Policy Framework (2021) and the MHCLG Policy Statement on Rents for Social Housing February 2019 (or successor policies);
- (c) comply with the requirements of the Mayor of London’s Funding Guidance “Homes for

Londoners Affordable Homes Programme 2016-23” or successor funding guidance as applicable;

- (d) is consistent with Camden Supplementary Planning Document “Camden Planning Guidance – Housing: January 2021” and its successor policies and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews); and
- (e) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development.

## **OPERATIVE PROVISIONS**

### **1. OVERALL AFFORDABLE HOUSING REQUIREMENT**

- 1.1 The Developer shall provide no less than 35% Affordable Housing by Habitable Rooms in each of the Detailed Element, Outline Element West and Outline Element East.
- 1.2 It is acknowledged and agreed that individual Plots may deliver more or less Affordable Housing than 35% Habitable Rooms provided that the Housing Delivery Plan demonstrates that the overall targets in **paragraph 1.1** will be met and the requirements of **paragraph 2.1** will be complied with and provided that such targets and requirements are met and complied with.

### **2. AFFORDABLE HOUSING TENURE MIX**

- 2.1 The tenure split of the Affordable Housing in each of the Detailed Element, Outline Element West and Outline Element East shall be 60% Social-Affordable Rented Housing and 40% Intermediate Rented Housing tenure by Habitable Rooms.

### **3. AFFORDABLE HOUSING (DETAILED ELEMENT)**

- 3.1 On or prior to Implementation of the Detailed Element the Developer shall submit to the Council details of the Registered Provider or a shortlist of proposed Registered Providers for the Affordable Housing in the Detailed Element with evidence to demonstrate to the Council’s reasonable satisfaction that the Developer is in advanced negotiations with a view of engaging the Registered Provider.
- 3.2 The Developer shall carry out and complete the construction conversion and fitting out necessary to make the Affordable Housing Units (Detailed Element) suitable for occupation as Affordable Housing in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 3.3 The Developer shall not Occupy or permit the Affordable Housing Units (Detailed Element) to be Occupied otherwise than as Affordable Housing in accordance with the restrictions set out in **paragraph 6** below.

### **4. OUTLINE ELEMENTS AND HOUSING DELIVERY PLAN**

- 4.1 As part of the first application for a RMA within Outline Element West the Developer shall submit a Housing Delivery Plan for Outline Element West.

- 4.2 The Developer shall not Implement Outline Element West unless the Housing Delivery Plan submitted in accordance with **paragraph 4.1** above has been approved in writing by the Council.
- 4.3 For each subsequent application for a RMA within Outline Element West the Developer shall submit an updated Housing Delivery Plan to the Council for approval.
- 4.4 The Developer shall not Implement subsequent Plots within Outline Element West unless the updated Housing Delivery Plan submitted in accordance with **paragraph 4.3** above has been approved in writing by the Council.
- 4.5 As part of the first application for a RMA within Outline Element East the Developer shall submit a Housing Delivery Plan for Outline Element East.
- 4.6 The Developer shall not Implement Outline Element East unless the Housing Delivery Plan submitted in accordance with **paragraph 4.5** above has been approved in writing by the Council.
- 4.7 For each subsequent application for a RMA within Outline Element East the Developer shall submit an updated Housing Delivery Plan to the Council for approval.
- 4.8 The Developer shall not Implement subsequent Plots within Outline Element East unless the updated Housing Delivery Plan submitted in accordance with **paragraph 4.7** above has been approved in writing by the Council.
- 4.9 The Development shall be carried out in accordance with the relevant Housing Delivery Plan approved by the Council pursuant to **paragraphs 4.1 to 4.8** above.
- 4.10 On or prior to Implementation of Outline Element West the Developer shall submit to the Council details of the Registered Provider or a shortlist of proposed Registered Providers for the Affordable Housing in Outline Element West with evidence to demonstrate to the Council's reasonable satisfaction that the Developer is in advanced negotiations with a view of engaging the Registered Provider.
- 4.11 On or prior to Implementation of Outline Element East the Developer shall submit to the Council details of the Registered Provider or a shortlist of proposed Registered Providers for the Affordable Housing in Outline Element East with evidence to demonstrate to the Council's reasonable satisfaction that the Developer is in advanced negotiations with a view of engaging the Registered Provider.
- 4.12 The Developer shall not Occupy or permit the Affordable Housing in Outline Element West and Outline Element East to be Occupied otherwise than as Affordable Housing in accordance with the restrictions set out in **paragraph 6** below.

## 5. **RESTRICTION ON OCCUPATION OF MARKET HOUSING UNITS**

- 5.1 Unless otherwise agreed in writing with the Council the Developer shall deliver the Affordable Housing Units as follows:
- 5.1.1 no more than 270 Market Housing Units shall be Occupied until all of the 192 Affordable Housing Units (Detailed Element) have been Delivered;
- 5.1.2 no more than 550 Market Housing Units shall be Occupied until at least 265 Affordable Housing Units have been Delivered;
- 5.1.3 no more than 800 Market Housing Units shall be Occupied until at least 386 Affordable Housing Units have been Delivered;
- 5.1.4 no more than 1,050 Market Housing Units shall be Occupied until at least 506 Affordable Housing Units have been Delivered;

5.1.5 no more than 1,150 Market Housing Units shall be Occupied until at least 570 Affordable Housing Units have been Delivered.

5.2 In the event that more than 1,800 Residential Units are permitted to be delivered on the Site then the Developer shall not Occupy nor allow Occupation of the last of those Residential Units in excess of 1,800 Residential Units until at least 35% of the Habitable Rooms comprised within the first 1,800 Residential Units constructed have been Delivered as Affordable Housing.

## 6. **RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING**

6.1 The Developer shall not Occupy or permit the Intermediate Rented Housing to be Occupied other than for the provision of Intermediate Rented Housing.

6.2 The Developer shall not Occupy or permit the Social-Affordable Rented Housing to be Occupied other than for the provision of Social-Affordable Rented Housing.

## 7. **DISPOSALS AND EXEMPTIONS**

7.1 Unless otherwise agreed in writing by the Council, the Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council or to the Developer in the event that the Developer itself elects to operate the Intermediate Rented Housing in the Outline Element.

7.2 Annex 1 (Affordable Housing Exemptions) to this Part D of **Schedule 1** shall apply in relation to the Affordable Housing Units.

## 8. **PRIVATE RENTAL UNITS**

8.1 Prior to the Occupation of a Plot in the Detailed Element or Reserved Matter Area in Outline Element East or Outline Element West in which Private Rental Units are to be provided the Developer shall serve on the Council a Private Rental Units Notice in respect of that Plot or Reserved Matter Area and thereafter should the Developer decide to convert such Private Rental Units (or any of them) into Private for Sale Units then the Developer shall notify the Council in writing accordingly, identifying the relevant Units.

8.2 Any Private Rental Units to be provided in the Development (whether in the Detailed Element or in an Outline Element) shall be operated in accordance with the following principles:

8.2.1 the Private Rental Units will be professionally managed, and all the Private Rental Units in any one building shall be in single (the same) ownership;

8.2.2 each Private Rental Unit shall be self-contained and let separately;

8.2.3 tenancies of up to three years;

8.2.4 on-Site Private Rental Unit management will be provided, with systems for prompt resolution of issues and some on-site presence; and

8.2.5 a complaints procedure will be put in place.

## 9. **GRANT FUNDING**

In the event that any Grant Funding becomes available for the delivery of Affordable Housing on any occasion prior to Completion of the Development, the Developer may (where appropriate having regard to the need to achieve a mixed and balanced community at the Development) seek to secure the Grant Funding and, if secured, apply the Grant Funding in accordance with the terms on which the Grant Funding has been given to the

Developer provided that the Developer shall not be required to deliver in excess of the Affordable Housing Cap.

10. **MARKETING OF PRIVATE FOR SALE UNITS**

The Developer shall not market the Private For Sale Units to prospective purchasers outside the United Kingdom at any time during which it is not marketing the same Private For Sale Units locally.

## ANNEX 1 TO SCHEDULE 1 PART D

### AFFORDABLE HOUSING EXEMPTIONS

#### RELEVANT DEFINITIONS

<b>“Charge”</b>	a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
<b>“Chargee”</b>	any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
<b>“Date of Deemed Service”</b>	<p>in each instance where a Chargee has served a Default Notice under <b>paragraph 1.1.1</b>:</p> <p>(a) in the case of service by delivery by hand of the Default Notice to the Council’s offices at 5 Pancras Square, London, N1C 4AG during opening hours, the date on which the Default Notice is so delivered if it is delivered prior to 16:00 or the following Working Day if it is delivered after 16:00; or</p> <p>(b) in the case of service by using first class registered post to the Council’s offices at Camden Town Hall, Judd Street, London WC1H 9LP, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) provided that the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)</p>
<b>“Default Notice”</b>	a notice in writing served on the Council by the Chargee under <b>paragraph 1.1.1</b> of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units
<b>“Intention Notice”</b>	a notice in writing served on the Chargee by the Council under <b>paragraph 1.2</b> that the Council is minded to purchase the relevant Affordable Housing Units
<b>“Moratorium Period”</b>	in each instance where a Chargee has served a Default Notice under <b>paragraph 1.1.1</b> the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)

<b>“Option”</b>	the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with <b>paragraph 1.3</b> for the purchase of the Affordable Housing Units
<b>“Sums Due”</b>	all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
<b>“Working Day”</b>	any day except Saturday, Sunday and any bank or public holiday.

1. **CHARGEЕ**

1.1 The restrictions contained in Part D of **Schedule 1** of this Agreement shall not be binding upon a Chargee provided that a Chargee must:

1.1.1 serve a Default Notice on the Council by delivery by hand to the Council’s offices at 5 Pancras Square, London, N1C 4AG during opening hours or using first class registered post to the Council’s offices at Camden Town Hall, Judd Street, London WC1H 9LP in either case addressed to the following recipients with a copy of the same notice sent for information only by email to the Planning Obligations Monitoring Officer to [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk):

- 1.1.1.1 The Chief Executive;
- 1.1.1.2 Chief Planning Officer;
- 1.1.1.3 The Borough Solicitor;
- 1.1.1.4 The Head of Development Management;
- 1.1.1.5 The Housing Commissioning and Partnership Manager; and
- 1.1.1.6 The Planning Obligations Monitoring Officer

prior to seeking to dispose of the relevant Affordable Housing Units;

1.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

1.1.3 subject to **paragraph 1.6** below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with **paragraph 1.3** below.

1.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

1.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council’s nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

1.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

1.3.2 the price for the sale and purchase will be agreed in accordance with **paragraph 1.4.2** below or determined in accordance with **paragraph 1.5** below;



- 1.3.3 provided that the purchase price has been agreed in accordance with **paragraph 1.4.2** below or determined in accordance with **paragraph 1.5** below, but subject to **paragraph 1.3.4** below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
  - 1.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
  - 1.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 1.4 Following the service of the Intention Notice:
- 1.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
  - 1.4.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
    - 1.4.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained at Part D of **Schedule 1** of this Agreement; and
    - 1.4.2.2 (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
- 1.5 On the date falling ten Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to **paragraph 1.4.2.1** above:
- 1.5.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
  - 1.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
  - 1.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at **paragraph 1.4.2.1** above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
  - 1.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
  - 1.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

- 1.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
  - 1.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 1.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Part D of **Schedule 1** of this Agreement which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 1.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
  - 1.6.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
  - 1.6.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 1.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under **paragraphs 1.1 to 1.6** above (inclusive).

**Annex 2 to Schedule 1 Part D- Affordable Housing Viability Review**

**Note: Unless defined in this Annex 2 to Part D of Schedule 1, defined terms used in this Annex 2 are those set out in Part D of Schedule 1 and in clause 1 of the main body of the Agreement.**

**Definitions:**

<b>“Application Stage Viability Appraisal”</b>	means the viability appraisal entitled Addendum Scheme (Present Day) submitted as Appendix 4 with the Update Financial Viability Report Addendum (November 2022), and confirmed as agreed in the Addendum Report Financial Viability commissioned by the Council produced by BPS Chartered Surveyors and dated 01/12/2022
<b>Benchmark Land Value</b>	the sum of £170,000,000 (One Hundred and Seventy Million Pounds)
<b>“Development Information”</b>	<b>Viability</b> means the information to be provided by the Developer to the Council pursuant to paragraph 8 of this Annex 2 to Part D of Schedule 1
<b>“External Consultant”</b>	means the external consultant(s) appointed by the Council to assess the Development Viability Information and any additional supporting information required by the Council
<b>“Internal Rate of Return”</b>	means an internal rate of return calculated pre-finance as described in the RICS Guidance Note:  The rate of interest (expressed as a percentage) at which all future project cash flows (positive and negative) will be discounted in order that the net present value of those cash flows, including the Benchmark Land Value, be equal to zero. IRR to be assessed net of finance
<b>Market Value</b>	means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion
<b>“Review Date”</b>	means the date on which the Development Viability Information is submitted pursuant to paragraph 8 of this Annex 2 to Part D of Schedule 1
<b>“Review Stage IRR”</b>	means, in respect of the Updated Viability Appraisal, the Internal Rate of Return shown in that appraisal
<b>“Substantial Implementation”</b>	means the occurrence of all of the following in respect of the Development:  (a) demolition of all existing buildings on and all site clearance of the Detailed Element;

- (b) completion of ground preparation works and enabling works in respect of the first Plot [xx] in the Detailed Element;
- (c) the letting of a building contract or contracts for the first Plot in the Detailed Element;
- (d) construction of the foundations for the first Plot [xx] in the Detailed Element, and
- (e) Commencement of the ground floor slab of the first Plot in the Detailed Element,

And "Substantially Implemented" shall be construed accordingly

**"Substantial Implementation Target Date"**

means the date 36 months from but excluding the date of grant of the Planning Permission

**"Surplus Arises"**

means, in relation to the Updated Viability Appraisal, that the Review Stage IRR exceeds the Target IRR and **"a Surplus Has Arisen"** will be construed accordingly and **"no Surplus Has Arisen"** shall mean that the Review Stage IRR does not exceed Target IRR

**Target IRR**

means the internal rate of return of 13.2% in respect of the Site

**"Updated Viability Appraisal"**

means an update to the Application Stage Viability Appraisal which must meet the requirements of Part 1 of this Annex 2 to Part D of Schedule 1

## **PART 1: REQUIREMENTS FOR UPDATED VIABILITY APPRAISAL**

The Developer agrees with the Council that the Updated Viability Appraisal will comply with the following requirements:

- 1. BASIS OF REVIEW**
- 1.1 The Updated Viability Appraisal will re-run the base appraisal in the Application Stage Viability Appraisal using the same software with "Day 1" being the date of this Agreement.
- 1.2 The Updated Viability Appraisal will reflect actual costs incurred, current values and actual areas at the Review Date which will be substituted for the forecasts in the Application Stage Viability Appraisal.
- 1.3 Sufficient detail and evidence shall be provided for all inputs at Updated Viability Appraisal, including estimates of future costs. The "actuals" element recording costs to date will be supported by documents such as final accounts for build contracts. Where the Council is not satisfied with the information provided they will have the right to inspect invoices / receipts etc. on an open book basis.
- 1.4 All costs and revenues will be reviewed other than land costs which will be fixed.
- 1.5 Assumed percentages for items such as professional fees will be based on the Application Stage Viability Appraisal, with actual costs replacing these percentages where available.
- 1.6 The minimum level of Affordable Housing is the Overall Affordable Housing Requirement specified in paragraph 1 of Part D of Schedule 1.
- 1.7 In the interests of transparency all Development Viability Information provided to the Council pursuant to the requirements of this Agreement shall be provided on an open book basis and shall be made publicly accessible except for any commercially sensitive information as defined by the Freedom of Information Act 2000 and related case law and where otherwise provided by law.

## **2. GENERAL ASSUMPTIONS**

- 2.1 Benchmark Land Value will be fixed at £170m save that, if any part of the land costs are incurred after Day 1, they will be subject to indexation by reference to an average of the changes in the Land Registry House Price Index and the BCIS All-in Tender Price Index (or, if either index ceases to be maintained, by reference to such other equivalent index as may be agreed with the Council and the Developer).
- 2.2 Target Internal Rate of Return is fixed at Target IRR.
- 2.3 Assumptions regarding gross external areas, gross internal areas, net internal areas and net saleable areas will be as set out in the Application Stage Viability Appraisal unless otherwise agreed in writing by the Council.
- 2.4 Subject to paragraph 2.5, the following costs inputs within the Application Stage Viability Appraisal shall be fixed for the Updated Viability Appraisal:

Acquisition costs (applied to commercial element of scheme only)	6.8%
Professional fees (to include planning, design, cost consultancy)	10%
Commercial letting agent and legal (based on annual rent)	15%

Commercial sales agent and legal (based on capital value)	1.5%
Residential sales (based on capital value)	1%
Residential marketing (based on capital value)	2%
Residential legal (based on capital value)	0.5%
Finance	n/a

[DRAFTING NOTE: The above figures are being checked by the Council's viability advisers.]

2.5 The percentages set out in paragraph 2.4 above may be adjusted at the request of either the Developer or the Council in the event that the Developer evidences as part of any Updated Viability Appraisal that the percentages are more than 1% higher or lower than actual costs incurred and any disagreement in dispute shall be referred to dispute resolution under paragraph 11 (Part 5) of this Annex 2 to Part D of Schedule 1.

### 3. **COSTS**

3.1 Eligible plot costs shall comprise all construction costs associated with building and completion of a Plot.

3.2 Site-wide infrastructure costs will be inputted as a separate Plot and will comprise all construction costs associated with building and completion of the site wide infrastructure, which shall include but not be limited to:

- (a) all landscaped public open space;
- (b) roadways, cycle paths, footpaths (that provide access to more than one Plot);
- (c) services/utilities/drainage;
- (d) reprofiling of the Site; and
- (e) Site remediation.

3.3 Costs that are both Site-wide and Plot-specific must not be double counted.

3.4 Ineligible costs are set out in Part 4 of this Annex 2 to Part D of Schedule 1 and include development management fees, developer overheads (including both master developer's and plot developer's costs) and joint venture costs.

3.5 Actual costs will be supported by evidence including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Developer's quantity surveyor, costs consultant or agent.

### 4. **VALUES**

4.1 Development value will comprise the Market Value of all proposed floorspace. The revenues and timings of receipts for Affordable Housing Units will be evidenced through Market Value where the relevant units are not disposed to a Registered Provider through an arms-length transaction between the Registered Provider and the Developer.

## 5. AREAS

To the extent Elements and/or Plots have Reserved Matters Approval, actual floor areas should be substituted for estimated areas.

## PART 2: APPLICATION OF SURPLUS

### 6. APPLICATION OF SURPLUS

- 6.1 In the Updated Viability Appraisal, the increase to the Overall Affordable Housing Requirement specified in paragraph 1 of Part D of Schedule 1 must be equivalent to the increase in the number of Affordable Housing Units (at the tenure split specified in paragraph 6.3 below) that is required in order for the Internal Rate of Return in the approved Updated Viability Appraisal to reduce to the Target IRR, subject always to the number of Affordable Housing Units not exceeding the Affordable Housing Cap. This has the effect of applying all of the surplus to Affordable Housing, up to the Affordable Housing Cap.
- 6.2 If any required increase in Affordable Housing Units under paragraph 6.1 is not a whole number of units then anything less than 0.5 will be rounded down to the next whole number and any anything greater than or equal to 0.5 will be rounded up to the next whole number.
- 6.3 The tenure split of the Affordable Housing Units to be added to the Updated Viability Appraisal must be such that, after taking into account these units, the Development would continue to comply with the Affordable Housing Tenure Mix as specified in paragraph 2 of Part D of Schedule 1, unless otherwise agreed in writing between the Developer and the Council.
- 6.4 The new Affordable Housing Units must be shown in an updated Housing Delivery Plan.

## PART 3- EARLY STAGE REVIEW

### 7. EARLY STAGE REVIEW TRIGGER

- 7.1 The Developer shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 20 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 7.2 No later than 10 Working Days after receiving a written request from the Council, the Developer shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 7.3 Following the Developer's notification pursuant to paragraph 7.1, the Developer shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Developer with reasonable written notice of its intention to carry out such an inspection;
  - (b) comply with relevant health and safety legislation; and
  - (c) at all times be accompanied by the Developer or its agent.

- 7.4 No later than 20 Working Days after the Council receives
- (a) notice pursuant to paragraph 7.1; or
  - (b) if the Council makes a request under paragraph 7.2, the additional documentary evidence

the Council shall inspect the Site and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 7.5 If the Council notifies the Developer that the Council considers that Substantial Implementation has not been achieved then paragraphs 7.1 to 7.4 (inclusive) shall continue to apply *mutatis mutandis* until the Council has notified the Developer pursuant to paragraph 7.4 that Substantial Implementation has been achieved.
- 7.6 The Developer shall not Occupy or permit Occupation of the Development or any part thereof until the Council has notified the Developer pursuant to paragraph 7.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

## **8. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 7.4):

- (a) the Developer shall submit to the Council the Development Viability Information no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 7.4 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available; and
- (b) paragraph 9 shall apply.

## **9. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

- 9.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Developer.
- 9.2 The Council may appoint an External Consultant to assess the Development Viability Information subject to paragraph 9.10 of this Annex 2 to Part D of Schedule PROVIDED THAT:
- (a) the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
  - (b) any External Consultant so appointed will report to the Council:
    - (i) not later than 20 Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 9.3 below; or
    - (ii) not later than 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 9.4 below, if a request is made under paragraph 9.3 below.



- 9.3 Not later than 20 Working Days after submission of the information under paragraph 9.1 above the Council and/or an External Consultant may request in writing from the Developer further information or supporting evidence for the relevant Development Viability Information.
- 9.4 The Developer shall provide any reasonably required information to the Council or the External Consultant within 20 Working Days of receiving a request under paragraph 9.3 above.
- 9.5 The process in paragraphs 9.3 and 9.4 may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 9.2(b)(ii), 9.3, 9.4 and 9.6(b) restarting accordingly.
- 9.6 Not later than:
- (a) 35 Working Days from the Development Viability Information above, if no request is made under paragraph 9.3 above; or
  - (b) 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 9.4 above, if a request is made under paragraph 9.3 above

the Council shall notify the Developer in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.

- 9.7 Where the Council concludes that a Surplus Has Arisen but the Developer's initial submission concluded otherwise or if any part of the updated Housing Delivery Plan submitted is not approved by the Council, the Developer shall provide a further updated Housing Delivery Plan to the Council for approval (such approval not to be unreasonably withheld or delayed) within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 9.6.
- 9.8 If a further updated Housing Delivery Plan is submitted to the Council pursuant to paragraph 9.7 above, the Council shall notify the Developer in writing of the Council's intended decision as to whether the submitted further updated Housing Delivery Plan is approved within 15 Working Days of receipt of the submission and, if the further update Housing Delivery Plan is not approved, paragraph 9.7 and this paragraph 9.8 shall continue to apply *mutatis mutandis*.
- 9.9 Where the Council does not have internal resource to review Development Viability Information and appoints an External Consultant to review the Development Viability Information on its behalf, the Developer shall pay to the Council the reasonable and proper costs of appointing the External Consultant PROVIDED THAT:
- (a) such costs are agreed in advance between the Developer and the Council;
  - (b) the Council shall not be obliged to consider the relevant report until such costs are agreed; and
  - (c) such payment shall be made within 20 Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

#### **PART 4 INELIGIBLE COSTS**

## 10. **INELIGIBLE COSTS**

10.1 The following costs are considered to be included within the Developer's Return and cannot be included within the Updated Viability Appraisal as Development Costs.

10.2 This list is not exhaustive but serves to illustrate the type of costs that cannot be included as they are considered Developer's Overheads. For a cost to be considered 'ineligible', must not directly relate to the delivery of the construction of the development.

- Staff salaries (apart from that directly relate to the supervision and delivery of construction work if carried out by the Developer's staff rather than external surveyors).
- Supervision of staff and contractors (where this is an internal staff supervisory role, not an external consultant).
- Staff Training (apart from construction related training).
- Insurance (apart from any necessary insurance relation to the development site).
- Office costs (rent, maintenance, refurbishments or alterations, security, lighting, heating, cooling, telephone and internet services, couriers, equipment, general office supplies).
- Taxes.
- Finance costs or interest payments.
- Accounting costs.
- Legal fees (apart from legal fees that relate to the construction, demolition or delivery of the development).
- Depreciation.
- Advertising.
- Consulting services (apart from any consulting services incorporated within the professional fees that relate planning or construction of the development).

## **PART 5**

### 11. **DISPUTES**

11.1 For the avoidance of doubt it is acknowledged and agreed that any matter in dispute under this Annex 2 to Part D of Schedule 1 may be referred for determination under clause 10 of this Agreement.

**ANNEX 3 TO SCHEDULE 1 PART D**

**O2 MASTERPLAN ILLUSTRATIVE UNIT MIX**

**Table 9 – Illustrative Housing Mix- Outline Proposals**

<b>Type of Housing</b>	<b>Private</b>	<b>Low Cost Rent</b>	<b>Intermediate Rent</b>
	<b>Percentage</b>	<b>Percentage</b>	<b>Percentage</b>
<b>Studio</b>	143 (18%)	0 (0%)	8 (5%)
<b>1 bedroom</b>	250 (31%)	51 (24%)	52 (31%)
<b>2 bedroom</b>	380 (47%)	63 (30%)	79 (47%)
<b>3 bedroom</b>	37 (4%)	97 (46%)	28 (17%)
<b>Total</b>	<b>810</b>	<b>211</b>	<b>167</b>

## SCHEDULE 1 PART E – HEALTHCARE FACILITY

### RELEVANT DEFINITIONS

<b>“Alternative Healthcare Plan”</b>	a plan to be prepared by the Developer in accordance with <b>clause 1.11.2</b> of this Part E of <b>Schedule 1</b>
<b>“Healthcare Facility”</b>	a primary healthcare facility of no less than one thousand square metres (1,000 sq m) Gross Internal Area (GIA) and no more than one thousand two hundred square metres (1,200 sq m) GIA (class E(e) floorspace), to be constructed by the Developer within Plot N7 comprising part of Outline Element West, to Shell and Core Standard in accordance with sub <b>paragraph 1.9</b> of this Part E of <b>Schedule 1</b>
<b>“Healthcare Facility Lease”</b>	a 25 year lease of the Healthcare Facility to be granted by the Developer to the NHS Occupier and incorporating the Healthcare Facility Lease Heads of Terms
<b>“Healthcare Facility Lease Acceptance”</b>	a written notice from the NHS Occupier to the Developer accepting the Healthcare Facility Lease Offer
<b>“Healthcare Facility Lease Heads of Terms”</b>	the heads of terms annexed at Annex 1 to this Part E of <b>Schedule 1</b>
<b>“Healthcare Facility Lease Offer”</b>	a written offer from the Developer to the NHS Occupier, made in accordance with sub <b>clause 1.7</b> of this Part E of <b>Schedule 1</b> to grant a Healthcare Facility Lease of the Healthcare Facility to the NHS Occupier incorporating the Healthcare Facility Lease Heads of Terms
<b>“Internal Repairing and Insuring Lease”</b>	a lease under which the NHS Foundation Trust, as tenant, shall be responsible for all the costs of internal repairs to and insuring the internal parts of the Healthcare Facility and which shall also include, for the avoidance of doubt, a service charge including a proportionate financial contribution towards repairs and maintenance of common parts (including the structure)
<b>“NHS”</b>	the National Health Service or its successor bodies
<b>“NHS Foundation Trust”</b>	the Camden and Islington NHS Foundation Trust including any successor body which may undertake its functions
<b>“NHS Occupier”</b>	the NHS Foundation Trust or other NHS entity being a single entity that is to occupy the Healthcare Facility pursuant to the Healthcare Facility Lease
<b>“Shell and Core Standard”</b>	(a) the structure and building envelope will be completed;  (b) the spaces will be wind and water tight and all elements of outside walls and roofs will be complete;

- (c) all spaces will be left as exposed concrete or concrete blockwork including walls, floors and ceilings (Internal finishes and fitting out will be the responsibility of the incoming tenant);
- (d) mains services will have been installed to unit demise including electricity, water, telecommunications and broadband internet connection (save to the extent of any connections which are the responsibility of the tenant);
- (e) all external access ways will be included up to the main entrance door to the unit. (Any further fire lobbies or compartmentation within the unit will be subject to individual tenants' design and therefore will be completed within the tenants' fit out); and
- (f) compliance with relevant building regulations insofar as they apply to shell space

**"Stage 1 Healthcare Facility Delivery Plan"**

a plan to be agreed with the NHS Occupier and provided to the Council in accordance with **paragraphs 1.1 to 1.3** of this Part E of **Schedule 1** which shall identify:

- (a) the size of (amount of floorspace comprising) the Healthcare Facility, having regard to nature of the services the NHS Occupier proposes would be provided in the Healthcare Facility; and
- (b) the location of the Healthcare Facility within Plot N7

**"Stage 2 Healthcare Facility Delivery Plan"**

a plan to be agreed with the NHS Occupier to be submitted to the Council for approval in accordance with **paragraphs 1.4 to 1.6** of this Part E of **Schedule 1** which shall identify:

- (a) the programme for delivery of the Healthcare Facility including the timescale for service of a Healthcare Facility Lease Offer; and
- (b) a means of ensuring the plan is kept under review and updated as required until the Healthcare Facility is delivered.

**OPERATIVE PROVISIONS**

**1. HEALTHCARE FACILITY**

- 1.1 Not less than twelve (12) months prior to the submission of a Reserved Matters Application for Plot N7, the Developer shall commence discussions with the NHS Occupier regarding the preparation of the Stage 1 Healthcare Facility Delivery Plan.

- 1.2 No later than six months prior to submission of a Reserved Matters Application for Plot N7, the Developer shall prepare a draft Stage 1 Healthcare Facility Delivery Plan and provide it to the NHS Occupier and the Council for consideration.
  - 1.3 The Developer shall continue to engage with the NHS Occupier and the Council to seek to agree the Stage 1 Healthcare Facility Delivery Plan and if the same shall be agreed the Developer shall submit a copy of the agreed Stage 1 Healthcare Facility Delivery Plan to the Council with the Application for Reserved Matters for Plot N7 provided that if the Developer demonstrates to the Council's reasonable satisfaction that it has used its reasonable endeavours to agree the Stage 1 Healthcare Facility Delivery Plan with the NHS Occupier but has been unable to do so, then the Developer may proceed to submit a Reserved Matters Application for Plot N7 incorporating the Developer's reasonable assessment of what is required for the Healthcare Facility having regard to the discussions that have been undertaken with the NHS Occupier and provided further that following submission of a Reserved Matters Application for Plot N7 the Developer shall continue to engage with the NHS Occupier and seek to agree the terms of the Stage 1 Healthcare Facility Delivery Plan and submit the same as soon as it is agreed.
  - 1.4 Within three months of approval of the Reserved Matters Application for Plot N7, the Developer shall commence discussions with the NHS Occupier regarding the preparation of the Stage 2 Healthcare Facility Delivery Plan.
  - 1.5 The Developer shall continue to engage with the NHS Occupier and within six months of approval of the Reserved Matters Application for Plot N7, the Developer shall prepare a draft Stage 2 Healthcare Facility Delivery Plan and provide it to the NHS Occupier for consideration. The Developer shall continue to use reasonable endeavours to engage with, and seek to agree the draft Stage 2 Healthcare Facility Delivery Plan with, the NHS Occupier, and subject to **paragraph 1.6**, shall not Implement or permit Implementation of above ground works on Plot N7 until the Stage 2 Healthcare Facility Delivery Plan has been submitted to and approved by the Council.
  - 1.6 Not less than four months after providing a draft Stage 2 Healthcare Facility Delivery Plan to the NHS Occupier pursuant to **paragraph 1.5** above, the Developer may submit a written request to the Council asking the Council to agree that the Developer may Implement above ground works on Plot N7 in advance of agreement and approval of the Stage 2 Healthcare Facility Delivery Plan. In considering a request from the Developer under this **paragraph 1.6**, the Council shall act reasonably, and have regard to any evidence provided by the Developer as to the reasonableness of the conduct of the Developer and NHS Occupier in seeking to engage and agree the draft Stage 2 Healthcare Facility Delivery Plan.
  - 1.7 The Developer shall serve a Healthcare Facility Lease Offer on the NHS Occupier in accordance with the programme set out in the Stage 2 Healthcare Facility Delivery Plan approved pursuant to **paragraph 1.5** above, or any amended version thereof.
  - 1.8 A Healthcare Facility Lease Offer served pursuant to **paragraph 1.7** above, shall remain open for acceptance by the NHS Occupier for a period of six months from the date on which it is served on the NHS Occupier ("**Initial Lease Acceptance Period**") or such longer period as may be agreed in writing between the Developer, the NHS Occupier and the Council ("**Extended Lease Acceptance Period**").
  - 1.9 Subject to the NHS Occupier having served a Healthcare Facility Lease Acceptance within the Initial Lease Acceptance Period or any Extended Lease Acceptance Period, the Developer shall construct and Practically Complete the Healthcare Facility:
    - 1.9.1 to Shell and Core Standard;
    - 1.9.2 in accordance with the delivery programme set out in the approved Stage 2 Healthcare Facility Delivery Plan (or any amended version thereof), and in any event prior to Occupation of more than 50% of the Market Housing Units in Plot N7
- all to the reasonable satisfaction of the Council (as evidenced by notice in writing).

- 1.10 Prior to Practical Completion of the Healthcare Facility the Developer shall send to the NHS Occupier the Healthcare Facility Lease and thereafter shall use reasonable endeavours to complete the same as soon as reasonably practicable.
- 1.11 The Developer shall carry out the Development in accordance with the approved Stage 1 and Stage 2 Healthcare Facility Delivery Plan provided that:
- 1.11.1 the said Stage 1 and Stage 2 Healthcare Facility Delivery Plan may be varied from time to time with the written agreement of the Council in consultation with the NHS Occupier; and
- 1.11.2 in the event that:
- 1.11.2.1 the NHS Occupier notifies the Developer that it no longer wishes to take (occupy) all or part of the Healthcare Facility; or
- 1.11.2.2 a Healthcare Facility Lease Acceptance has not been served within the Initial Lease Acceptance Period or Extended Lease Acceptance Period
- the Developer shall instead consult with the Council regarding the preparation of an Alternative Healthcare Plan and shall not Occupy or Permit Occupation of more than 50% of the Market Housing Units in Plot N7, until the Alternative Healthcare Plan has been submitted to and approved in writing by the Council provided that such approved Alternative Healthcare Plan may be amended from time to time by agreement between the Council and the Developer.
- 1.12 The Development must be carried out in accordance with any approved Alternative Healthcare Plan, or amended version of it (if relevant).
- 1.13 Following the Practical Completion of the Healthcare Facility it shall be retained for use as a healthcare facility unless otherwise agreed in writing with the Council.

## **APPENDIX 1 TO SCHEDULE 1 PART E**

### **Healthcare Facility Lease Heads of Terms**

Block: N7, Element West

Term: 25 years

Rent free period: 2 years

Rent: £9 per square foot Index Linked

Service Charge: To be set at a fair proportionate sum

Rent Review: Upward only rent review every 5 years

Security of Tenure: Inside Landlord and Tenant Act 1954

Repairs: The Lease shall be an Internal Repairing and Insuring Lease

Use: Class E restricted to medical

Delivery spec: Shell and Core Standard



**SCHEDULE 1 PART F – COMMUNITY FACILITY**

**RELEVANT DEFINITIONS**

<p><b>“Community Facility”</b></p>	<p>the facility to be located within Plot N4 in the Detailed Element (labelled 'N4' on Plan 3 – Plot Plan), which shall be constructed and fitted out in accordance with the Community Facility Specification and thereafter retained and managed as a community facility in accordance with the Community Facility Management and Maintenance Plan by the Developer or by a Third Party Manager</p>
<p><b>“Community Facility Management and Maintenance Plan”</b></p>	<p>a plan for the retention, maintenance and management of the Community Facility as a low-cost, accessible, inclusive, flexible facility that can support community based activities for the benefit of local communities, such plan to include:</p> <ul style="list-style-type: none"><li>(a) measures to ensure the Community Facility shall be made available for occupation and use as a high quality and accessible facility available and retained for the benefit of and use by the local community;</li><li>(b) confirmation of the opening hours of the Community Facility (the Community Facility should not be open outside the hours of 07:30-22:30 Mondays to Saturdays and 09:00-22:00 on Sundays and Bank Holidays, unless otherwise agreed in writing from time to time by the Council);</li><li>(c) details of how the Community Facility will be advertised and made available to the local community;</li><li>(d) details of maintenance and management arrangements following completion of the Community Facility;</li><li>(e) details of operational costs of the Community Facility and how these costs will be met by any additional charge provided that any costs that are to be passed on to the general public are no greater than are required to cover the operational, management and maintenance costs of the Community Facility (in the unlikely event that there are any excess monies not required for the facility, those monies shall be shared with other community facilities or services or activities as agreed in partnership between the Developer and/or Third Party Operator and the Council);</li><li>(f) details of how the operation and use of the Community Facility may relate to the community activities and uses within the rest of the Development; and</li><li>(g) measures to ensure that the plan is reviewed by the Council on an annual basis</li></ul>

for the first five years following Occupation of the Community Facility and to ensure that the plan shall be updated where required by the Council following such reviews

**“Community Facility Specification”**

a detailed design specification for the fitting out of the Community Facility to be prepared by the Developer and approved by the Council and to incorporate the following requirements:

- (a) an area of not less than two hundred and sixty eight square metres (268 sqm) GIA;
- (b) a layout which would allow for a range of possible community activities and uses within the facility provided;
- (c) the provision of appropriate facilities and services including kitchen facilities and toilets, data and cable connections;
- (d) details of how the facility will be accessible to wheelchair users; and
- (e) details of how access to the facility will be secured and managed

**“Third Party Manager”**

a person, company or other entity to whom the Developer may transfer responsibility for the management and maintenance of the Community Facility in accordance with **paragraphs 1.5 to 1.7** of this Part F of **Schedule 1**.

**OPERATIVE PROVISIONS**

**1. COMMUNITY FACILITY**

- 1.1 Not less than 12 months’ prior to Practical Completion of the Community Facility, the Developer shall submit to the Council the Community Facility Specification for approval.
- 1.2 The Developer shall as soon as practicable following approval of the Community Facility Specification commence all works of construction and fitting out necessary to make the Community Facility suitable for Occupation in accordance with the approved Community Facility Specification and thereafter shall proceed with and complete such works in a good and workmanlike manner using good quality materials.
- 1.3 The Developer shall not Occupy or permit Occupation of more than 25% of the Market Housing Units within Plot N4 until the Community Facility Management and Maintenance Plan has been submitted to and approved by the Council in writing, and the Community Facility has been Practically Completed in accordance with the approved Community Facility Specification (as confirmed by the Council in writing) provided that the Community Facility Management and Maintenance Plan may be amended from time to time by agreement between the Developer or Third Party Manager which has assumed responsibility pursuant to **paragraphs 1.5 to 1.7** below, and the Council.
- 1.4 The Developer (or a Third Party Manager which has assumed responsibility pursuant to **paragraphs 1.5 to 1.7** below) shall retain, maintain and manage, or procure the retention, maintenance and management of the Community Facility, in accordance with the approved Community Facility Management and Maintenance Plan, unless otherwise agreed by the Council in writing.

- 1.5 After the expiry of six months from its opening date, the Developer may transfer the responsibility for the management and maintenance of the Community Facility to a Third Party Manager in accordance with the provisions in **paragraphs 1.6** and **1.7** below.
- 1.6 Prior to the transfer of responsibility for the management and maintenance of the Community Facility to a Third Party Manager the Developer shall submit to the Council for approval details of the proposed Third Party Manager together with details of the terms on which the Community Facility is to be transferred to the Third Party Manager, together with an updated Community Facility Management and Maintenance Plan, and until such time as the Council approves in writing the details submitted the Developer shall retain the responsibility for the management and maintenance of the Community Facility.
- 1.7 Following receipt of the Council's approval in writing of the details submitted under **paragraph 1.6**, the Developer may transfer responsibility for the management and maintenance of the Community Facility to the Third Party Manager in accordance with the approved details and from the date of such transfer the Third Party Manager shall have responsibility for the management and maintenance of the Community Facility in accordance with the approved Community Facility Management and Maintenance Plan.

**SCHEDULE 1 PART G – PUBLIC REALM, OPEN SPACE, COMMUNITY SAFETY AND ESTATE MANAGEMENT**

**RELEVANT DEFINITIONS**

<b>“Billy Fury Yard”</b>	that part of the Public Realm within Outline Element West comprising Billy Fury Yard North and Billy Fury Yard South and having a total area of 1,629 sqm
<b>“Billy Fury Yard North”</b>	that part of the Public Realm labelled as ‘Billy Fury Yard North’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element West with an area of 1,289 sqm
<b>“Billy Fury Yard South”</b>	that part of the Public Realm labelled as ‘Billy Fury Yard South’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element West with an area of 340 sqm
<b>“Central Square”</b>	that part of the Public Realm labelled as ‘Central Square’ and shaded green on Plan 12 (Public Realm Plan) within the Detailed Element, with an area of 1,763 sqm and providing a mixture of open space, planting and play areas
<b>“Children’s Play Space”</b>	outdoor areas for children to play and which may include play features and equipment designed to cater for the needs of children of a range of ages and abilities and which targets those aged between 0-5 years, 5-11 years and/or 12+ as set out in Policy S4 ‘Play and informal recreation’ of the London Plan and the Council’s Supplementary Planning Guidance on Open Space (January 2021) or any replacement thereof
<b>“Children’s Play Space Delivery Plan”</b>	a plan to be submitted to the Council by the Developer which sets out a strategy and programme for delivery of the Children’s Play Space within each Element of the Development in accordance with the Children’s Play Space Methodology
<b>“Children’s Play Space Management Plan”</b>	<p>a management plan in relation to the Children’s Play Space to be submitted by the Developer to the Council for approval and which shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>(a) a strategy for providing, maintaining and cleaning the Children’s Play Space to ensure it is well maintained; and</li> <li>(b) the access arrangements</li> </ul>
<b>“Children’s Play Space Methodology”</b>	the methodology for calculating the amount of Children’s Play Space required in connection with a Plot within Outline Element West and Outline Element East which contains Residential Units, which methodology is contained within the Council’s Supplementary Planning Guidance on Open Space (January 2021)

<b>“Children’s Play Space (Detailed Element)”</b>	the 2,100 sqm of Children’s Play Space to be provided as part of the Detailed Element
<b>“Community Green”</b>	that part of the Public Realm labelled as ‘Community Green’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element West with an area of 3,572 sqm
<b>“Estate Management Company”</b>	a company set up to manage the parts of the Development within the ownership of or otherwise controlled by the Developer
<b>“Legible London”</b>	the TfL’s Legible London scheme to help both residents and visitors walk to their destination quickly and easily by employing Legible London Signs to identify routes to destinations and to provide information about distances between areas
<b>“Legible London Contribution”</b>	<p>the sum of £58,200 (fifty-eight thousand two hundred pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement for the provision of the Legible London Signs, and to be paid in three instalments as follows:</p> <ul style="list-style-type: none"> <li>(a) £19,400.00 (nineteen thousand four hundred pounds) to be paid in respect of the Detailed Element;</li> <li>(b) £19,400.00 (nineteen thousand four hundred pounds) to be paid in respect of Outline Element West; and</li> <li>(c) 19,400.00 (nineteen thousand four hundred pounds) to be paid in respect of Outline Element East</li> </ul>
<b>“Legible London Signs”</b>	the TfL’s Legible London wayfinding signs designed to provide better information throughout London for pedestrians
<b>“Linear Park East”</b>	that part of the Public Realm labelled as ‘Linear Park East’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element East with an area of 5,387 sqm
<b>“Linear Park West”</b>	that part of the Public Realm labelled as ‘Linear Park West’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element West with an area of 1,071 sqm
<b>“New Town Square”</b>	that part of the Public Realm labelled as ‘New Town Square’ and shaded green on Plan 12 (Public Realm Plan) within Outline Element East with an area of 3,100 sqm
<b>“Public Open Space Contribution”</b>	the sum of £1,066,715.87 (one million sixty six thousand seven hundred and fifteen pounds eighty seven pence), to be paid by the Developer to the Council in accordance with the terms of this Agreement towards providing new public realm and

green infrastructure projects and to be paid in three instalments as follows:

- (a) £355,571.96 (three hundred and fifty five thousand five hundred and seventy one pounds and ninety six pence) to be paid in respect of the Detailed Element (the **"Public Open Space Contribution (Detailed Element)"**);
- (b) £177,785.98 (one hundred and seventy seven thousand seven hundred and eighty five pounds and ninety eight pence) to be paid in respect of Outline Element West (the **"Public Open Space Contribution (Outline Element West)"**);
- (c) £533,357.94 (five hundred and thirty three thousand three hundred and fifty seven pounds and ninety four pence) to be paid in respect of Outline Element East (the **"Public Open Space Contribution (Outline Element East)"**)

**"Public Realm"**

a minimum of 16,522 sq m of accessible public realm to be provided by the Developer across the Site and which shall include Central Square, New Town Square, Community Green, Linear Park East, Linear Park West and Billy Fury Yard and all the land shown shaded green (subject to the specified limits of deviation) on the Public Realm Plan and any additional public realm which may be provided as part of an RMA to be delivered and managed as part of the Development in accordance with the Public Realm Delivery Plan

**"Public Realm Plan"**

Plan 12 (Public Realm Plan) annexed to this Agreement identifying all the permanent areas of Public Realm to be delivered as part of the Development and the Development Plot(s) with which they are being delivered

**"Public Realm Delivery Plan"**

a plan to be submitted to the Council by the Developer which sets out a programme for delivery of the Public Realm within each Element of the Development, clearly identifying how and when the permanent areas of Public Realm will be delivered (including details of the quality of their finishes)

**"Public Realm Maintenance and Management Plan"**

a plan setting out an overarching strategy for how the Public Realm within the Development will be maintained and made available for year round public use and managed cleaned and maintained to a high quality and how activities events and uses in the Public Realm would be organised promoted and managed to contribute to public life, such plan to secure:

- (a) details of the contacts at the Estate Management Company appointed by the Developer responsible for ensuring that the Public Realm is cleaned managed and maintained and details of contractors

retained for maintenance of the Public Realm;

- (b) details of how the Public Realm that has been delivered in previous Elements will continue to be made available to the public during the construction of later Elements and details of any interim measures that are proposed, taking into account the London Public Charter;
- (c) measures to secure a system of lighting for each and every part of the Public Realm to the reasonable satisfaction of the Council and to ensure that such lighting is maintained and operates effectively at all times whilst the relevant part of the Public Realm is open to the public;
- (d) measures to ensure landscaping, planting and trees are maintained and replaced when damaged including measures to encourage occupiers of the Development including residents and businesses to participate in and/or contribute to the planting and maintenance of the soft landscaped areas of Public Realm;
- (e) measures to ensure that the streets and spaces are regularly swept for litter and cleaned and litter bins are regularly emptied and street lights are kept in good working order;
- (f) securing free public accessibility to the Public Realm for members of the public 24 hours per day 364 days a year (subject to the provisions contained within **paragraph 2.8** of this Part G of **Schedule 1**);
- (g) details of any regulations rules or restrictions which are proposed to be applied by the Developer in the governance of the Public Realm to restrict or curtail free movement or use or enjoyment of the Public Realm and details of how such rules regulations and/or restrictions shall be publicised;
- (h) measures to ensure the provision of access for maintenance of the final Development; and
- (i) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Public Realm Delivery Plan on an annual basis for a period of five years following first Occupation of the relevant part of the Public Realm

**“Interim Signage Strategy”**

a strategy in relation to the provision of Legible London Signs and any other signage and wayfinding measures to be provided on the Site during the

Construction Period which are not Legible London Signs, which shall be prepared for, and in advance of the Implementation of each Element of the Development, and updated prior to the Implementation of each subsequent Plot within each Element, and shall include (but not be limited to):

- (a) the number, the type and the locations for the Legible London signs in the Public Realm on Site and public highway and the provision of Legible London Signs; and
- (b) in relation to any other signage and wayfinding measures to be provided on the Site which are not Legible London Signs details of their number, type, design and location

**“Permanent Signage Strategy”**

a strategy in relation to the provision of Legible London Signs and any other signage and wayfinding measures to be provided on the Site during the operation of the Development which are not Legible London Signs, which shall be prepared for each Element of the Development in advance of Occupation of the final Plot in each Element, and shall include (but not be limited to):

- (a) the number, the type and the locations for the Legible London signs in the Public Realm on Site and public highway and the provision of Legible London Signs shall be commensurate with the amount of the Legible London Contribution payable in respect of that Element; and
- (b) in relation to any other signage and wayfinding measures to be provided on the Site which are not Legible London Signs details of their number, type, design and location.

**OPERATIVE PROVISIONS**

**1. PUBLIC REALM DELIVERY**

- 1.1 Prior to the Implementation of each Element of the Development, the Developer shall submit to the Council for approval a Public Realm Delivery Plan for that Element.
- 1.2 The Developer shall not Implement or permit Implementation of any Element of the Development unless a Public Realm Delivery Plan for that Element has been submitted to and approved by the Council in writing.
- 1.3 The Developer shall ensure that each Element of the Development is carried out in accordance with the Public Realm Delivery Plan for that Element approved pursuant to **paragraph 1.2** above.
- 1.4 The Developer may construct any of the Public Realm with a temporary finish where necessary to facilitate the construction of another part of the Development or associated transport infrastructure and shall finish such part of the Public Realm with a permanent finish provided that the quality of such temporary finishes and the timing of their delivery and replacement with a permanent finish shall be strictly in accordance with the Public



Realm Delivery Plan approved by the Council for the relevant Element (unless otherwise agreed by the Council in writing).

- 1.5 Each Public Realm Delivery Plan may be varied from time to time by agreement in writing between the Developer and the Council.

## 2. **PUBLIC REALM MAINTENANCE AND MANAGEMENT PLAN**

- 2.1 Prior to first Occupation of the Detailed Element the Developer shall submit the Public Realm Maintenance and Management Plan to the Council for approval.

- 2.2 The Developer shall not Occupy or permit Occupation of any part of the Detailed Element until the Public Realm Maintenance and Management Plan has been submitted to and approved by the Council in writing.

- 2.3 The Public Realm Maintenance and Management Plan approved pursuant to **paragraph 2.2** above shall be kept under review and the Developer shall submit an updated Public Realm Maintenance and Management Plan to the Council for approval prior to first Occupation of Outline Element West or Outline Element East (whichever is to be Occupied first). The Developer shall not Occupy or permit Occupation of any part of Outline Element West or Outline Element East until the Public Realm Maintenance and Management Plan in respect of that Element has been submitted to and approved by the Council in writing.

- 2.4 The Public Realm Maintenance and Management Plan approved pursuant to **paragraph 2.3** shall be kept under review and the Developer shall submit an updated Public Realm Maintenance and Management Plan to the Council for approval prior to first Occupation of Outline Element East or Outline Element West (whichever is yet to be Occupied).

- 2.5 The Developer shall not Occupy or permit Occupation of any part of Outline Element East or Outline Element West (whichever is yet to be Occupied) until the Public Realm Maintenance and Management Plan in respect of that Element has been submitted to and approved by the Council in writing.

- 2.6 Following each approval of the Public Realm Maintenance and Management Plan the Developer shall ensure that the Development is carried out and Occupied in compliance with the updated terms and requirements of the Public Realm Maintenance and Management Plan provided that the Public Realm Maintenance and Management Plan will continue to be kept under review may be varied or substituted by agreement between the Council and the Developer from time to time.

- 2.7 In the event of material non-compliance with the Public Realm Maintenance and Management Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

- 2.8 The Developer hereby declares that pursuant to Section 31(6) of the Highways Act 1980 that the Public Realm delivered pursuant to **paragraph 1** above and managed in accordance with the Public Realm Maintenance and Management Plan approved pursuant to this **paragraph 2** has not been dedicated to the public nor is any use by the public of any part of it to be taken in any way as an intention by the Developer to dedicate the same as highway.

- 2.9 The Developer may erect notices on the Public Realm delivered pursuant to **paragraph 1** above and access to it may be denied by the Developer for one day, or such other duration as is necessary each year, in order to prevent public rights of way or common rights coming into being.

- 2.10 The Developer may close the Public Realm delivered pursuant to **paragraph 1** above or any part thereof for reasonable periods from time to time by reason of:

- 2.10.1 emergency;

- 2.10.2 cleansing, maintenance and repair of the Public Realm;

- 2.10.3 construction activities whilst each Element is being built;
- 2.10.4 works to any adjoining Development Plot or works required to any service media in on or under the Public Realm;
- 2.10.5 the holding of events.

### 3. **SIGNAGE STRATEGIES**

- 3.1 Prior to Implementation of each Element of the Development, the Developer shall submit an Interim Signage Strategy for that Element to the Council for approval.
- 3.2 The Developer shall not Implement any Element of the Development unless the Interim Signage Strategy for that Element has been submitted to and approved by the Council in writing.
- 3.3 Prior to Occupation of the final Plot in each Element, the Developer shall submit a Permanent Signage Strategy for that Element to the Council for approval.
- 3.4 The Developer shall not Occupy or permit Occupation of the final Plot in each Element until the Permanent Signage Strategy for that Element has been approved by the Council pursuant to **paragraph 3.3**.
- 3.5 Following each approval of each Interim and Permanent Signage Strategy the Developer shall ensure that the Development is delivered and Occupied in compliance with the updated terms and requirements of that Interim or Permanent Signage Strategy provided that each Interim and Permanent Signage Strategy will continue to be kept under review and may be varied or substituted by agreement between the Council and the Developer from time to time.
- 3.6 In the event of material non-compliance with an Interim or Permanent Signage Strategy the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

### 4. **LEGIBLE LONDON CONTRIBUTION**

- 4.1 The Developer shall pay the relevant instalment of the Legible London Contribution to the Council prior to Implementation of the relevant Element of the Development.
- 4.2 The Developer shall not Implement or permit Implementation of any Element of the Development until the relevant instalment of the Legible London Contribution has been received in full by the Council (as confirmed by notice in writing).
- 4.3 Within ten Working Days' of receipt of each instalment of the Legible London Contribution, the Council shall transfer that instalment to Transport for London for application.

### 5. **CHILDREN'S PLAY SPACE**

- 5.1 Prior to Implementation of each Element of the Development, the Developer shall submit to the Council for approval a Children's Play Space Delivery Plan for that Element.
- 5.2 Subject to **paragraph 5.3**, the Developer shall ensure that each Element of the Development is carried out in accordance with the Children's Play Space Delivery Plan for that Element approved pursuant to **paragraph 5.1** above.
- 5.3 Each Children's Play Space Delivery Plan may be varied from time to time by agreement between the Developer and the Council.
- 5.4 Prior to first Occupation of the Detailed Element the Developer shall submit a Children's Play Space Management and Maintenance Plan to the Council for approval.

- 5.5 The Children’s Play Space Management and Maintenance Plan approved pursuant to **paragraph 5.4** above shall be kept under review and the Developer shall submit an updated Children’s Play Space Management and Maintenance Plan to the Council for approval prior to first Occupation of Outline Element West or Outline Element East (whichever is to be Occupied first).
- 5.6 The Developer shall not Occupy or permit Occupation of any part of Outline Element East or Outline Element West until the Children’s Play Space Management and Maintenance Plan in respect of that Element has been submitted to and approved by the Council in writing.
- 5.7 The Children’s Play Space Management and Maintenance Plan approved pursuant to **paragraph 5.4** or **5.6** shall be kept under review and the Developer shall submit an updated Children’s Play Space Management and Maintenance Plan to the Council for approval prior to first Occupation of Outline Element East or Outline Element West (whichever is to be Occupied last).
- 5.8 Following each approval of the Children’s Play Space Management and Maintenance Plan the Developer shall ensure that the Development is Occupied in compliance with the updated terms and requirements of the Children’s Play Space Management and Maintenance Plan provided that the Children’s Play Space Management and Maintenance Plan will continue to be kept under review may be varied or substituted by agreement between the Council and the Developer from time to time.
- 5.9 In the event of material non-compliance with the Children’s Play Space Management and Maintenance Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

6. **PUBLIC OPEN SPACE CONTRIBUTION**

- 6.1 The Developer shall pay the Public Open Space Contribution (Detailed Element) to the Council prior to Implementation of the Detailed Element.
- 6.2 The Developer shall not Implement or permit Implementation of the Detailed Element until the Public Open Space Contribution (Detailed Element) has been received in full by the Council (as confirmed by notice in writing).
- 6.3 The Developer shall pay the Public Open Space Contribution (Outline Element West) to the Council prior to Implementation of any part of Outline Element West.
- 6.4 The Developer shall not Implement or permit Implementation of Outline Element West until the Public Open Space Contribution (Outline Element West) has been received in full by the Council (as confirmed by notice in writing).
- 6.5 The Developer shall pay the Public Open Space Contribution (Outline Element East) to the Council prior to Implementation of any part of Outline Element East.
- 6.6 The Developer shall not Implement or permit Implementation of Outline Element East until the Public Open Space Contribution (Outline Element East) has been received in full by the Council (as confirmed by notice in writing).

**SCHEDULE 1 PART H – PUBLIC FACILITIES**

**“Digital Connectivity Strategy”** a plan to be prepared by the Developer and approved by the Council in respect of each Element of the Development, which sets out a package of measures to be adopted by the Developer to secure digital infrastructure and digital connectivity for each Element of the Development in compliance with London Plan Policy SI 6 (Digital Connectivity Infrastructure), and a programme for delivery of the same, such measures to include:

- (a) Public Wi-Fi;
- (b) Full-fibre connectivity for each Element for all end users in Residential Units and Commercial Units;
- (c) Mobile phone connectivity throughout the Development (the Developer will be expected to have demonstrated early consultation with network operators with a view to identifying any possible adverse impacts on mobile or wireless connectivity and appropriate measures to avoid/mitigate them and identifying opportunities to secure mobile connectivity improvements); and
- (d) Methods/measures to reduce impact on existing mobile connectivity from the Development

**“Changing Places Toilet”** the purpose built public toilet to be provided as part of the Development in a convenient location within Outline Element East in accordance with the Toilet Design and Delivery Plan (Outline Element East) and having regard to:

- (a) the Changing Places Consortium’s “Changing Places: The Practical Guide” 2021 edition or any replacement thereof;
- (b) the ‘Changing Places Facilities’ section of the British Toilet Association’s “Publicly Available Toilets – Problem Reduction Guide” Third Edition 2010 or any replacement thereof; and
- (c) British Standard BS8300

**“Public Toilet Facility (Outline Element East)”**

- (a) one unisex toilet; and
- (b) one Changing Places Toilet

**“Public Toilet Design and Delivery Plan (Outline Element East)”** a plan to be submitted to and approved by the Council to secure the location, design and programme for

delivery of the Public Toilet Facility (Outline Element East) such plan to include details of:

- (a) the location of the Public Toilet Facility (Outline Element East) within Outline Element East;
- (b) the specification for the Public Toilet Facility (Outline Element East);
- (c) the programme for delivery of the Public Toilet Facility (Outline Element East); and
- (d) a means of ensuring the plan is kept under review and updated as required until the Public Toilet Facility (Outline Element East) has been delivered

**“Public Toilet Management and Maintenance Plan (Outline Element East)”**

a plan for the management and maintenance of the Public Toilet Facility (Outline Element East), to be prepared by the Developer, to include the following details:

- (a) the days (excluding Christmas Day) on which, and times within which, the Public Toilet Facility (Outline Element East) will be available for use by the public;
- (b) the minimum frequency of inspection and cleaning of Public Toilet Facility (Outline Element East); and
- (c) the estimated annual management and maintenance costs and how these will be funded

**“Public Water Fountains”**

the well-designed (with regard to location and nature of user) high quality, accessible, free-to-use public drinking water fountains in convenient locations within the Development in accordance with the Public Water Fountains Design and Delivery Plan

**“Public Water Fountain Design and Delivery Plan”**

a plan to be submitted to and approved by the Council in respect of each Element of the Development to secure the location, design and programme for delivery of the Public Water Fountains, such plan to include details of:

- (a) the location of the Public Water Fountain;
- (b) the specification of the Public Water Fountain;
- (c) the programme for delivery of the Public Water Fountain; and
- (d) a means of ensuring the plan is kept under review and updated as required until the Public Water Fountain is delivered

**“Public Water Fountain Maintenance Plan”**

a plan for the retention and maintenance of the Public Water Fountains, to be prepared by the Developer in respect of each Element of the Development.

**1. DIGITAL CONNECTIVITY STRATEGY**

- 1.1 Prior to the Implementation Date in respect of the Detailed Element, the Developer shall prepare a Digital Connectivity Strategy for the Detailed Element and submit it to the Council for approval.
- 1.2 The Developer shall not Implement or permit Implementation of the Detailed Element unless the Digital Connectivity Strategy for the Detailed Element has been approved by the Council in writing.
- 1.3 The Developer shall use reasonable endeavours to carry out the Detailed Element Development in accordance with the Digital Connectivity Strategy approved pursuant to **paragraph 1.2** above.
- 1.4 Prior to the Implementation Date in respect of Outline Element West, the Developer shall prepare a Digital Connectivity Strategy for Outline Element West and submit it to the Council for approval.
- 1.5 The Developer shall not Implement or permit Implementation of Outline Element West unless the Digital Connectivity Strategy for Outline Element West has been approved by the Council in writing.
- 1.6 The Developer shall use reasonable endeavours to carry out the Outline Element West Development in accordance with the Digital Connectivity Strategy approved pursuant to **paragraph 1.5** above.
- 1.7 Prior to the Implementation Date in respect of Outline Element East, the Developer shall prepare a Digital Connectivity Strategy for Outline Element East and submit it to the Council for approval.
- 1.8 The Developer shall not Implement or permit Implementation of Outline Element East unless the Digital Connectivity Strategy for Outline Element East has been approved by the Council in writing.
- 1.9 The Developer shall use reasonable endeavours to carry out the Outline Element East Development in accordance with the Digital Connectivity Strategy approved pursuant to **paragraph 1.8** above.
- 1.10 Any Digital Connectivity Strategy approved pursuant to this **paragraph 1** may be varied from time to time by agreement in writing between the Developer and the Council.
- 1.11 In the event of material non-compliance with any Digital Connectivity Strategy the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

**2. PUBLIC TOILETS**

- 2.1 The Developer shall prepare a Public Toilet Design and Delivery Plan (Outline Element East) and submit it to the Council for approval along with the Reserved Matters Application for the Plot within Outline Element East within which the Public Toilet Facility (Outline Element East) will be located.
- 2.2 The Developer shall not Implement or permit Implementation of the Plot within Outline Element East within which the Public Toilet Facility (Outline Element East) will be located until the Public Toilet Design and Delivery Plan (Outline Element East) submitted in accordance with **paragraph 2.1** above has been approved by the Council in writing.

- 2.3 The Developer shall at its own expense complete and, subject to **paragraph 2.8**, make available for public use Public Toilet Facility (Outline Element East) in accordance with the Public Toilet Design and Delivery Plan (Outline Element East) approved pursuant to **paragraph 2.2** above.
- 2.4 Prior to Practical Completion of Public Toilet Facility (Outline Element East), a Public Toilet Management and Maintenance Plan (Outline Element East) shall be submitted to the Council for approval.
- 2.5 No more than 50% of the Commercial Units within the Plot within which Public Toilet Facility (Outline Element East) has been located shall be Occupied until Public Toilet Facility (Outline Element East) has been Practically Completed.
- 2.6 Subject to **paragraph 2.8**, following Practical Completion of Public Toilet Facility (Outline Element East), it shall be made available to members of the public free-of-charge in accordance with the approved Public Toilet Management and Maintenance Plan (Outline Element East), which plan may be varied from time to time by agreement in writing between the Developer and the Council.
- 2.7 The Developer shall use reasonable endeavours to register the Changing Places Toilet with the "Great British Public Toilet Map" (which sets out the location of public toilets throughout the country (including London)), within three months of its Practical Completion.
- 2.8 Notwithstanding **paragraph 2.6** above and the provisions of approved Public Toilet Management and Maintenance Plan (Outline Element East), the Developer may, where it is necessary to close Public Toilet Facility (Outline Element East) for the purpose of preventing public or private rights from coming into being by means of prescription or other process of law, close Public Toilet Facility (Outline Element East) for a period of one day or such longer period as is necessary for that purpose.
- 2.9 In the event of material non-compliance with Public Toilet Design and Delivery Plan (Outline Element East), or Public Toilet Management and Maintenance Plan (Outline Element East) approved pursuant to this **paragraph 2**, the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.
3. **PUBLIC WATER FOUNTAINS**
- 3.1 The Developer shall at its own expense complete and make available for public use no fewer than three Public Water Fountains within the Development, with at least one Public Water Fountain to be provided in each Element of the Development.
- 3.2 Prior to first Occupation of each Element the Developer shall submit a Public Water Fountain Design and Delivery Plan in respect of that Element to the Council for approval.
- 3.3 The Developer shall at its own expense complete and make available for public use the Public Water Fountains in accordance with the Public Water Fountain Design and Delivery Plans approved pursuant to **paragraph 3.2** above.
- 3.4 Prior to Practical Completion of each Public Water Fountain, a Public Water Fountain Maintenance Plan shall be submitted in respect of that Public Water Fountain to the Council for approval.
- 3.5 Following Practical Completion of each Public Water Fountain it shall be made available to members of the public free-of-charge in accordance with the approved Public Water Fountain Maintenance Plan for the relevant Element, which plan may be varied from time to time by agreement in writing between the Developer and the Council.
- 3.6 In the event of material non-compliance with any Public Water Fountain Design and Delivery Plan, or Public Water Fountain Maintenance Plan approved pursuant to this **paragraph 3**, the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

**SCHEDULE 1 PART I – HIGHWAYS AND TRANSPORT**

**HIGHWAYS AND TRANSPORT**

**RELEVANT DEFINITIONS**

<p><b>“Additional Bus Operating Costs”</b> means costs incurred by TfL in operating the Existing Bus Services that would not have been incurred but for the Developer undertaking works to construct the Development;</p>
<p><b>“Billy Fury Way Improvement Works”</b> means the works to be carried out to Billy Fury Way to include but not be limited to the following works:</p> <ul style="list-style-type: none"><li>(i) repaving/greening of Billy Fury Way;</li><li>(ii) any associated works reasonably necessary to upgrade, improve or maintain access links to from and across the Site via Billy Fury Way (and including access to Blackburn Road, Broadhurst Gardens and West End Lane) to the standards reasonably required by the Council and TfL;</li></ul>
<p><b>“Billy Fury Way and Granny Dripping Steps Improvement Works Contribution”</b> means the sum of £400,000 (four hundred and ten thousand pounds) Indexed to be paid by the Developer to the Council in accordance with paragraph 4.17 of this Part I of Schedule 1 and to be applied by the Council in event of receipt for the carrying out of the Billy Fury Way Improvement Works and the Granny Dripping Steps Improvement Works and any associated works reasonably necessary to upgrade, improve or maintain access links into and across the Site between Broadhurst Gardens and Billy Fury Way including Blackburn Road;</p>
<p><b>“Blackburn Road/Finchley Road Junction TLRN Improvement Works”</b> means the following improvement works, the detailed design of which will be approved as part of Outline Element East, and which will be delivered through the Blackburn Road/Finchley Road Junction TLRN Improvement Works s278 Agreement with TfL:</p> <ul style="list-style-type: none"><li>a) removal of left turn slip lane from Finchley Road to Blackburn Road;</li><li>b) consequent reconfiguration of the pedestrian crossing over the Blackburn Road arm of the junction; and</li><li>c) any highway works required to the Blackburn Road/Finchley Road Junction to establish safe general highway access including high quality facilities for pedestrians and cyclists approved by TfL and at no cost to TfL;</li></ul>
<p><b>“Blackburn Road/Finchley Road Junction TLRN Improvement Works S278 Agreement”</b> means the agreement to be entered into between the Developer and TfL pursuant to section 278 of the Highways Act 1980 for the carrying out of the Blackburn Road/Finchley Road Junction TLRN Improvement Works;</p>
<p><b>“Bus Driver Toilet Facility”</b> means the fifteen square metres (15sqm) NIA purpose built toilet facility to be provided as part of the Development in a convenient location within Plot N7 in Outline Element West, in accordance with the approved Bus Driver Toilet Facility Design and Delivery Plan, such toilet facility to be made available for use by TfL bus drivers only;</p>



**“Bus Driver Toilet Facility Design and Delivery Plan”** means a plan to be submitted to and approved by TfL and the Council, to secure the location, design and programme for delivery of the Bus Driver Toilet Facility, such plan to include details of:

- a) the location of the Bus Driver Toilet Facility within Outline Element West;
- b) the specification for the Bus Driver Toilet Facility which must include the following requirements and information:
  - a. the size of facility shall be 15 square metres NIA; and
  - b. it shall include as many of the TfL WC Requirements as can reasonably be provided within a facility of 15 square metres NIA;
- c) the programme for delivery of the Bus Driver Toilet Facility; and
- d) a means of ensuring the plan is kept under review and updated as required until the Bus Driver Toilet Facility has been Practically Completed;

**“Bus Driver Toilet Facility Lease Terms”** means the terms of the lease to be entered into between the Developer and TfL in respect of the Bus Driver Toilet Facility being:

- a) Lease of part of Plot N7;
- b) Term – 125 years outside the protection of the 1954 Act on an internal repairing basis;
- c) Including rights of access across the estate;
- d) Rights to connect into or install utilities – the tenant to cover the costs of any utilities consumed;
- e) General Right to park a vehicle on non-exclusive basis for servicing and repairs;
- f) A peppercorn rent;
- g) [Contribution to service charge for the repair of the structure and common facilities (in particular security, lighting and security);]
- h) Tenant break at any time on six months’ notice;
- i) Landlord’s break in the event the facility is not used for 12 months or more (save due to temporary suspension outside TfL’s control);
- j) Lift and shift provisions on at least 12 months’ notice;
- k) Assignment and subletting only permitted to connected bodies undertaking the provision of public bus services;
- l) Alterations subject to consent (not to be unreasonably withheld or delayed). No structural alterations permitted;
- m) No restrictions on hours of use but the tenant shall not cause any nuisance or disturbance (including noise) that affect adjoining properties;

[DRAFTING NOTE: Lease terms to be agreed.]

**“Commercial Travel Plan”** means a plan for each Element setting out a package of measures to be adopted by the Developer in the management of the Commercial Units within the relevant Element with a view to inter alia reducing trips in motor vehicles to and from the Commercial Units in that Element and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Appendix 1 to this Part I of Schedule 1

- (b) provision for an initial substantial review of the plan within six months of the date on which the last of the Commercial Units within the relevant Element for which the travel plan has been approved is Occupied (the "Initial Review 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 Initial Review Date;
- (d) unless otherwise agreed in writing by the Council measures to ensure subsequent reviews on the third and fifth anniversary of the Initial Review 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; and
- (e) provision for the appointment of a Commercial Travel Plan Co-ordinator prior to first Occupation of any Commercial Units within the Element to which the travel plan relates and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

**"Commercial Travel Plan Co-ordinator"** means an appropriately qualified and/or experienced person appointed by the Developer to deliver the objectives of the Commercial Travel Plan(s) and be responsible for the coordination, implementation, reporting and review of the Commercial Travel Plan with a view to securing an ongoing process of continuous improvement;

**"Commercial Travel Plan Monitoring and Support Contribution (Detailed Element)"** means the sum of £5,196 (five thousand one hundred and ninety six pounds) Indexed to be paid by the Developer to the Council in respect of the Commercial Local Travel Plan approved in respect of the Detailed Element;

**"Commercial Travel Plan Monitoring and Support Contribution (Outline Element West)"** means the sum of £10,392 (ten thousand three hundred and ninety two pounds) Indexed to be paid by the Developer to the Council in respect of the Commercial Travel Plan in respect of Outline Element West;

**"Commercial Travel Plan Monitoring and Support Contribution (Outline Element East)"** means the sum of £10,392 (ten thousand three hundred and ninety two pounds) Indexed to be paid by the Developer to the Council in respect of the Commercial Travel Plan in respect of Outline Element East;

**"Cycling and Pedestrian Access Route"** a clear and uninterrupted access route to be provided and maintained across the Site from West End Lane in the west to Finchley Road in the east providing access for pedestrians and cyclists across the Site throughout the construction of the Development in accordance with paragraph 1.6 of Part A to this Schedule 1;

**"Deliveries and Servicing Management Plan"** a plan for each Element setting out a package of measures to be adopted by the Developer for the management of the deliveries and servicing to each Element of Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and 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 or areas;

- (b) details of the person/s responsible for directing and receiving deliveries to the relevant Element or part thereof;
- (c) measures to seek 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 relevant Element;
- (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 relevant Element with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision for information of the swept path drawings for the manoeuvring of vehicles when entering and exiting the relevant Element;
- (j) details of arrangements for refuse storage and servicing;
- (k) reasonable measures to manage deliveries to the Development with a view to minimising the impact of such deliveries on residential amenity;
- (l) areas for delivery riders to pull in and wait and measures to ensure that delivery riders cause minimal disturbance and disruption to occupiers; and
- (m) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Deliveries and Servicing Management Plan biennially for a period of six ( 6 ) years following first Occupation of each Element;

**"Development Agreement"**: means an agreement to be entered into between the Developer, TfL and LUL for the delivery of the Finchley Road Station Safeguarded Unit and which includes (as a minimum):

- i. provisions regarding the construction of the Finchley Road Station Safeguarded Unit, which shall be constructed to Shell and Core Standard and which shall (in addition) incorporate TfL's reasonable specific requirements as agreed between the Developer and TfL, both acting reasonably PROVIDED THAT where the additional cost of incorporating such TfL requirements above and beyond Shell and Core Standard is material then the responsibility for such additional cost shall be agreed in accordance with paragraph 7 of Schedule I to this Agreement
- ii. an indicative list of works which TfL and/or LUL may carry out in respect of the Finchley Road Station Bridge Connection Works, in the event that the Finchley Road Station Safeguarded Unit Notice is served on the Developer, together with a method statement setting out how such works shall be undertaken so as to minimise any impacts of such works on the occupation and use of Plot S1
- iii. confirmation that the construction of the Finchley Road Station Safeguarded Unit shall not prejudice the ability (with reasonable adjustments) to comply with the requirements of the London Fire Service and SIDOS (in respect of security)
- iv. confirmation that, prior to the commencement of the works by TfL the Parties shall enter into a works agreement setting out detailed provisions regarding the carrying out by TfL of the works to connect the Finchley Road Station Safeguarded Unit to Finchley Road Station
- v. in the event that, following the completion of construction of the Finchley Road Station Safeguarded Unit and the transfer of the same to TfL, the Developer wishes to undertake works to Plot S1, confirmation that appropriate infrastructure and asset protection agreements for LUL and/or TfL infrastructure will be entered into prior to such further works being undertaken
- vi. a method statement which details that the occupation and use of Plot S1 by residents and non-residential occupiers (including access, management and servicing arrangements) shall not prejudice the safe operation of the London Underground operation and the safety of TfL and/or LUL staff and customers; and
- vii. details of any property transactions to be entered into between the Developer and LUL and/or TfL, including any conditions precedent to the grant of any leases or licences or completion of any transfers and specific terms of such leases/transfers/licences;

**"Environmental and Public Realm Contribution"** the sum of up to £1,504,871.85 (one million five hundred thousand eight hundred and seventy one pounds eighty five pence) Indexed to be paid by the Developer to the Council in instalments in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards environmental, pedestrian, cycling and public realm improvements in the immediate vicinity of the Site to include but not be limited to the following projects:

Works which (in the event of receipt of sufficient funds) the Council shall provide:

- Blackburn Road/West End Lane junction improvements, including mobility hub, greening and footway widening
- Blackburn Road (west) cul-de-sac improvements (within public highway)
- West End Lane bus priority and cycle improvements, including relocation of pedestrian crossing closer to Blackburn Road
- South Hampstead LTN and C51 (Priory Road) cycle route
- 

PROVIDED THAT if the Council agrees in writing that it would be appropriate then the Developer may undertake the above works as agreed with the Council and in which case the agreed costs of undertaking such works shall be reimbursed to the Developer by the Council

Works which (in the event of receipt of sufficient funds) the Council may provide:

- any other public realm improvements in the vicinity of the Site that Council considers to be necessary to mitigate the impacts of the Development in accordance with Paragraph 4 of this Part I;

**“Existing Bus Infrastructure”** means the bus route, turning circle, bus stands and other bus-related infrastructure at the Site as at the date of this Agreement and which is shown on the Existing Bus Service Arrangements Plan;

**“Existing Bus Services”** means two bus services with a frequency of at least 9 buses per hour which as at the date of this Agreement are numbered 187 and 268;

**“Existing Bus Service Arrangements Plan”** means Plan 11;

**“Finchley Road Surface Level Improvements Feasibility Study Contribution”** means the sum of £400,000 (four hundred thousand pounds) Indexed to be paid by the Developer to TfL in accordance with the terms of this Agreement and to be applied by TfL for the purpose of carrying out the Finchley Road Surface Level Improvements Feasibility Study;

**“Finchley Road Surface Level Improvements Feasibility Study”** means a feasibility review carried out for the A41 Finchley Road corridor between (and including) the Arkwright Road and Goldhurst Terrace junctions, in accordance with the appended Finchley Road Corridor Scope document and including but not limited to traffic surveys, highway scheme optioneering, modelling and design work;

**“Finchley Road Surface Level Improvements Contribution”** means the sum of £1,100,000 (one million one hundred thousand pounds) Indexed to be paid by the Developer to the TfL in accordance with the terms of this Agreement and to be applied by TfL towards improvements to the A41 Finchley Road corridor between (and including) the Arkwright Road and Goldhurst Terrace Junctions, as identified in the Finchley Road Surface Level Improvements Feasibility Study (the **“Finchley Road Improvement Works”**);

**“Finchley Road Station”** means the London Underground Finchley Road Station;

**“Finchley Road Station Safeguarded Unit Notice”** means written notice to be given by TfL to the Developer not less than 24 months before it requires possession of the Finchley Road Station Safeguarded Unit to commence the Finchley Road Station Works and the Finchley Road Station Bridge Land to commence the Finchley Road Station Bridge Connection Works, and such notice shall confirm:

- a) that TfL intends to undertake the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works and requires the Finchley Road Station Lease;
- b) the proposed location and extent of the Finchley Road Station Bridge Land if not previously agreed;
- c) the anticipated date on which TfL will require to take possession of the Finchley Road Station Safeguarded Unit and the Finchley Road Station Bridge Land;
- d) the specification and programme for the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works; and
- (e) that TfL has a business plan identifying funding streams that will be available to TfL to undertake the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works;

**“Finchley Road Station Bridge Land”** means such land within Outline Element East as is reasonably required by TfL to situate the footings/foundations of the bridge link between the Finchley Road Station Safeguarded Unit and Finchley Road Station;

**“Finchley Road Station Bridge Connection Works”** means the construction by TfL/LUL of the bridge link between the Finchley Road Station Safeguarded Unit and Finchley Road Station;

**“Finchley Road Station Works Land”** means such land within Outline Element East as is reasonably required by TfL as a temporary working area to facilitate the construction of the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works;

**“Finchley Road Station Works Licence”** means a licence of the Finchley Road Station Works Land be granted by the Developer to TfL;

**“Finchley Road Station Lease”** means a lease granted by the Developer to TfL on the Finchley Road Station Lease Terms;

**“Finchley Road Station Lease Terms”** means the terms of the lease to be entered into between the Developer and TfL in respect of the Finchley Road Station Safeguarded Unit and Finchley Road Station Bridge Land being:

- a) the lease shall be for a period of 250 years;
- b) the rent shall be a peppercorn;
- c) the permitted user shall be for the construction and operation of the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works and for no other purpose; and
- d) [the lease shall be a full repairing and insuring lease;]

[DRAFTING NOTE: Lease terms to be agreed.]

**“Finchley Road Station Safeguarded Unit”** means the unit measuring no less than two hundred and fifty (250) square metres to be constructed to Shell and Core Standard in accordance with the Development Agreement within the land indicatively shown coloured pink on Plan 8 (Station Improvements Safeguarding Plan) comprising part of Plot S1 of Outline Element East, which shall (in the event the said Plot is constructed) be safeguarded to allow for future delivery of the Finchley Road Station Works;

**“Finchley Road Station Safeguarding Period”** means the period starting with the Practical Completion of Plot S1 (within which the Finchley Road Station Safeguarded Unit will be located) and ending on the expiry of 20 years from the Practical Completion of Plot S1;

**“Finchley Road Station Works”** means works to be undertaken by TfL/LUL to create a new entrance to Finchley Road Station to include Step Free Access and potentially a secondary access to any Step Free Access and any associated or ancillary works;

**“Finchley Road TLRN Remediation Works”** means the repair of carriageway and footway of the TLRN (Finchley Road) as a result of damage due to the proposed demolition and construction works as evidenced by pre-construction and post-construction surveys to be undertaken by the Developer and provided to TfL;

**“Finchley Road TLRN Remediation Works s278 Agreement”** means the agreement to be entered into between the Developer and TfL pursuant to section 278 of the Highways Act 1980 for the carrying out of the Finchley Road TLRN Remediation Works;

**“Granny Dripping Steps Improvement Works”** means the works to be carried out to the footbridge known as “Granny Dripping Steps” that provides a link between Broadhurst Gardens and Blackburn Road, spanning the LUL rail tracks serving West Hampstead Station, such works (unless otherwise agreed in writing by the Council) to include:

- a) upgrading, improvement and maintenance works in respect of the structure of the “Granny Dripping Steps” footbridge itself;
- b) upgrading, improvement and maintenance works in respect of the land adjacent to the “Granny Dripping Steps” footbridge (including surfacing and lighting); and
- c) any associated works reasonably necessary to upgrade, improve or maintain access links into and across the Site between Broadhurst Gardens and Billy Fury Way ) including Blackburn Road;

**“Highway Works Contribution”** the sum of £101,578.24 (one hundred and one thousand five hundred and seventy eight pounds twenty four pence) Indexed to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the following works to the public highway,

**“Highway Works”** means:-

- (a) repairs to the surface of the carriageways and southern footway directly adjacent to the Site on that part of Blackburn Road (west) between the Site and West End Lane (indicatively shown shaded blue on Plan 6), required as a result of damage caused by the carrying out of the Development, and

(b) repairs to the surface of the carriageways and footways adjoining the Site that are damaged by the carrying out of the Development,  
in either case such works to be identified through the carrying out of pre-construction and post-construction surveys in relation to the development of Outline Element West;

**“Interim Bus Service and Infrastructure Strategy”** means a strategy to ensure the continued and uninterrupted operation of Existing Bus Services during relevant works of demolition and/or construction of the Development at no cost to TfL and such strategy shall include but not be limited to the following matters:

- a) the Temporary Bus Infrastructure and Arrangements to be put in place during the Construction Phase of the Development (as and when required) where construction or demolition works will result in a need to interfere with or interrupt the Existing Bus Infrastructure including a programme for delivery of the same;
- b) mechanisms to secure a licence(s)/lease(s) from the Developer to TfL relating to Temporary Bus Infrastructure and Arrangements;
- c) details of the measures to be carried out by the Developer to support and publicise any consultation carried out by TfL with local residents in relation to any changes to the provision of bus services within the Site; and
- d) any other measures required to ensure the Existing Bus Services can continue to access the Site and all such measures shall be at no cost TfL;

**“Level Plans”** means the plans approved for the Detailed Element and the plans to be submitted with Reserved Matters applications for the Outline Elements showing the proposed levels at the interface of the Development at the boundary of the Site and any adjoining areas of public highway;

**“LUL”** means London Underground Limited;

**“Pathway”** means a TfL development stage as summarised in the TfL Pathways flowchart at Appendix 5;

**“Permanent Bus Infrastructure”** means the bus stops, stands and shelters to be provided on the Site in the locations shown on the Permanent Bus Service Arrangements Plan and in accordance with Permanent Bus Infrastructure Specification and Delivery Programme;

**“Permanent Bus Infrastructure Lease Terms”** means the terms of the lease to be entered into between the Developer and TfL in respect of land on which Permanent Bus Infrastructure is situated being:

- a) 125 year lease outside the protection of the 1954 Act;
- b) Tenant break right at any time on 12 months’ notice;
- c) Landlord break right after the first five years in the event the bus service is not used for 12 months or more (save due to temporary suspension outside TfL’s control);
- d) Full repair and insuring lease;
- e) Service charge relating to the lighting and security of the estate;
- f) Landlord to keep unadopted estate roads over which the buses run in repair and free from obstructions and comply with any traffic management and maintenance plan (save that it may close the bus roads for such minimum time as is necessary to assert its proprietary interest on not less than 16 weeks’ notice if a day other than Christmas Day in any year);



- g) User only for bus stops and stands and in connection with running public bus services;
- h) Assignment and subletting only to connected bodies undertaking the running of public bus services;
- i) Rights across necessary estate roads for the running of the bus services;
- j) Rights for users of the bus services across public areas of the estate;
- k) Right to install and relocate associated bus infrastructure subject to landlords consent not to be unreasonably withheld or delayed;
- l) Right to park on non-exclusive first come first served basis for servicing and repairs of the bus equipment or bus services;
- m) Lift and shift provisions on at least 12 months' notice;

**"Permanent Bus Infrastructure Specification and Delivery Programme"** means a document setting out the specification of the Permanent Bus Infrastructure, as well as a programme for its delivery and the entering into of a lease from the Developer to TfL in accordance with the Permanent Bus Infrastructure Lease Terms;

**"Permanent Bus Service Arrangements Plan"** means Plan 9 which shows the intended location of the permanent bus route, bus stops, stands and shelters to be provided on the Site;

**"Permanent East/West Cycle and Pedestrian Route"** following the completion of the construction of the Development the permanent, clear and uninterrupted access route across the Site from West End Lane in the west to Finchley Road in the east providing permanent and continuous access for pedestrians and cyclists across the Site for the lifetime of the Development which route is indicatively shown on Plan 7;

**"Permanent East/West Cycle and Pedestrian Route Management Plan"** a plan submitted by the Developer and approved by the Council (as may be varied with the Council's written approval from time to time) setting out how the Permanent East/West Cycle and Pedestrian Route will remain available, usable and safe throughout the lifetime of the Development and how it will be managed cleaned and maintained to a high quality throughout the lifetime of the Development, details to include (but not be limited to):

- a) details of the location of the Permanent East/West Cycle and Pedestrian Route;
- b) details of surfacing and materials of the Permanent East/West Cycle and Pedestrian Route and associated landscaping to promote a safe and welcoming environment throughout the lifetime of the Development;
- c) details of lighting to ensure the is Permanent East/West Cycle and Pedestrian Route remains well-lit throughout the lifetime of the Development;
- d) details of signage to ensure the Cycling and Pedestrian Continuous Access Route is clearly identified and can be followed and crossed easily and safely;
- e) details of how temporary closures or diversions may be implemented to enable the safe carrying out of works of maintenance, repair and cleaning of the Permanent East/West Cycle and Pedestrian Route;

- f) details of any measures proposed within the Permanent East/West Cycle and Pedestrian Route such as gates bollards or barriers proposed to restrict or control the movement of pedestrians cyclists or vehicles including powered-two-wheelers; and
- g) details of any steps which may be taken by the Developer to ensure that public highway or public footpath rights are not created over the Permanent East/West Cycle and Pedestrian Route by public user;

**“Public Highway”** any carriageway footway and/or verge adjoining the Site maintainable at public expense;

**“Residential Travel Plan”** means a plan for each Element of the Development setting out a package of measures to be adopted by the Developer in the management of the relevant Element with a view to inter alia reducing trips in motor vehicles to and from the Residential Units and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- a) the elements set out in the Appendix 1 to this Part I of Schedule 1;
- b) provision for an initial substantial review of the plan within six months of the date on which 100% of the Residential Units within the Element for which the travel plan has been approved are Occupied (the “Initial Review 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 Initial Review Date;
- d) measures to ensure subsequent reviews on the third and fifth anniversary of the Initial Review 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; and
- e) provision for the appointment of a Residential Travel Plan Co-ordinator prior to first Occupation of any Residential Units within the Element to which the travel plan relates and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

**“Residential Travel Plan Co-ordinator”** means an appropriately qualified and/or experienced person appointed by the Developer to deliver the objectives of the Residential Travel Plans and be responsible for the coordination, implementation, reporting and review of the Residential Travel Plans with a view to securing an ongoing process of continuous improvement;

**“Residential Travel Plan Monitoring and Support Contribution (Detailed Element)”** means the sum of £10,392 (ten thousand three hundred and ninety two pounds) Indexed to be paid by the Developer to the Council in respect of the Residential Travel Plan approved in respect of the Detailed Element;

**“Residential Travel Plan Monitoring and Support Contribution (Outline Element West)”** means the sum of £10,392 (ten thousand three hundred and ninety two pounds) Indexed to be paid by the Developer to the Council in respect of the Residential Travel Plan updated and approved in respect of Outline Element West;

**“Residential Travel Plan Monitoring and Support Contribution (Outline Element East)”** means the sum of £10,392 (ten thousand three hundred and ninety two pounds) Indexed to be

paid by the Developer to the Council in respect of the Residential Travel Plan updated and approved in respect of Outline Element East;

**“Shell and Core Standard”** means:

- (a) The structure and building envelope will be completed. The spaces will be wind and water tight and all elements of outside walls and roofs will be complete;
- (b) All spaces will be left as exposed concrete or concrete blockwork including walls, floors and ceilings (Internal finishes and fitting out will be the responsibility of the incoming tenant);
- (c) Mains services will have been installed to unit demise including electricity, water, telecommunications and broadband internet connection (save to the extent of any connections which are the responsibility of the tenant);
- (d) All external access ways will be included up to the main entrance door to the unit. (Any further fire lobbies or compartmentation within the unit will be subject to individual tenants’ design and therefore will be completed within the tenants’ fit out); and
- (e) Compliance with relevant building regulations insofar as they apply to shell space.

**“Step Free Access”** means a scheme for the improvement of West Hampstead station and/or Finchley Road station (as applicable) with the objective of provide an entrance and access from street level to train without the need to use stairs if possible and in any case access from street to platform;

**“Temporary Bus Infrastructure and Arrangements”** means temporary bus stops, stands, shelters or posts, to be provided, and any temporary arrangements for bus routes to serve the Site to ensure continuity of the bus services at the Site in accordance with an approved Interim Bus Service and Infrastructure Strategy;

**“TfL WC Requirements”** means the requirements set out in the Data Room Sheets attached at Appendix 4;

**“TLRN”** means public highway forming part of the Transport for London Road Network named Finchley Road adjacent to Outline Element East;

**“Travel Plan Monitoring and Support Contributions”** means the Commercial Travel Plan Monitoring and Support Contributions for the Detailed Element, Outline Element West and Outline Element East, and the Residential Travel Plan Monitoring and Support Contributions for the Detailed Element, Outline Element West and Outline Element East and **“Travel Plan Monitoring and Support Contribution”** means any one of them, each to be paid by the Developer to the Council in respect of each travel plan submitted and approved to the Council pursuant to this Part I of Schedule 1 and to be applied by the Council for:

- i) the monitoring comment advice and approval (where appropriate) on the draft travel plan to which the payment relates; and

ii)	provision of measures within the relevant travel plan such as cycle skills training, Camden’s cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partner;
<b>“West Hampstead Station Task Force”</b> means the task force to be set up pursuant to paragraph 5.1 of this Schedule 1;	
<b>“West Hampstead Station Step Free Access Contribution”</b> means ten million pounds (£10,000,000) Indexed to be used by TfL towards the design and build of Step Free Access and associated capacity improvements at West Hampstead Station;	

**OPERATIVE PROVISIONS**

**1. COMMERCIAL UNITS TRAVEL PLANS**

1.1 On or prior to first Occupation of a Commercial Unit in the Detailed Element the Developer shall:

- (i) submit the Commercial Travel Plan for the Detailed Element to the Council for approval; and
- (ii) pay the Commercial Travel Plan Monitoring and Support Contribution (Detailed Element) to the Council.

1.2 The Developer shall not Occupy or permit Occupation of any Commercial Unit in the Detailed Element until:

- (i) the Commercial Travel Plan for the Detailed Element has been submitted to the Council for approval; and
- (ii) the Commercial Travel Plan Monitoring and Support Contribution (Detailed Element) has been received by the Council.

1.3 On or prior to first Occupation of the first Commercial Unit in Outline Element West, or Outline Element East (whichever is to be Occupied first) the Developer shall:

- (iii) submit the Commercial Travel Plan for that Element to the Council for approval; and
- (iv) pay the relevant Commercial Travel Plan Monitoring and Support Contribution (Outline Element West or Outline Element East) as appropriate, to the Council.

1.4 The Developer shall not Occupy or permit Occupation of any Commercial Unit in Outline Element East or Outline Element West (whichever is to be Occupied first) until:

- (iii) the Commercial Travel Plan for that Element has been submitted to the Council for approval; and

- (iv) the relevant Commercial Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West) has been received by the Council (as evidenced by notice in writing).

1.5 Following the approval of a Commercial Travel Plan pursuant to paragraph 1.4 above the relevant Commercial Travel Plan shall be kept under review and prior to first Occupation of the remaining Outline Element the Developer shall:

- (i) submit a Commercial Travel Plan for that Outline Element to the Council for approval; and
- (ii) pay the outstanding Commercial Travel Plan Monitoring and Support Contribution (either Outline Element East or Outline Element West) to the Council.

1.6 The Developer shall not Occupy or permit Occupation of a Commercial Unit in Outline Element East or Outline Element West, as appropriate, until:

- (i) the updated Strategic Commercial Travel Plan has been submitted to the Council in writing pursuant to paragraph 1.5 above; and
- (ii) the outstanding Strategic Commercial Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West) has been received by the Council (as evidenced by notice in writing).

1.7 Following approval of the each Commercial Travel Plan the Developer shall ensure that the Commercial Units in the Development are Occupied in compliance with the terms and updated terms and requirements of the approved Commercial Travel Plan provided that the Commercial Travel Plan will continue to be kept under review and may be varied or substituted by agreement between the Parties from time to time. In the event of material non-compliance with the Commercial Travel Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

## 2. **RESIDENTIAL TRAVEL PLAN**

2.1 On or prior to the first Occupation of a Residential Unit in the Detailed Element Development the Developer shall:

- (i) submit the Residential Travel Plan for the Detailed Element to the Council for approval; and
- (ii) pay the Residential Travel Plan Monitoring and Support Contribution (Detailed Element) to the Council.

2.2 The Developer shall not Occupy or permit Occupation of a Residential Unit in the Detailed Element until:

- (i) the Residential Travel Plan for the Detailed Element has been submitted to the Council in writing; and
- (ii) the Residential Travel Plan Monitoring and Support Contribution (Detailed Element) has been received by the Council (as evidenced by notice in writing).

2.3 Following the approval of the Residential Travel Plan pursuant to paragraph 2.2 above the Residential Travel Plan shall be kept under review and prior to first Occupation of a Residential Unit in Outline Element West or Outline Element East (whichever is to be Occupied first) the Developer shall:

- (i) submit an updated Residential Travel Plan to the Council for approval; and
- (ii) pay the relevant Residential Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West) to the Council.

2.4 The Developer shall not Occupy or permit Occupation of a Residential Unit in Outline Element East or Outline Element West (as appropriate) until:

- (i) the updated Residential Travel Plan has been submitted to the Council in writing pursuant to paragraph 2.3 above; and
- (ii) the relevant Residential Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West) has been received by the Council (as evidenced by notice in writing).

2.5 Following the approval of the updated Residential Travel Plan pursuant to paragraph 2.3 above the Residential Travel Plan shall be kept under review and prior to first Occupation of the first Residential Unit in the remaining Outline Element the Developer shall:

- (i) submit an updated Residential Travel Plan to the Council for approval; and
- (ii) pay the outstanding Residential Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West as appropriate) to the Council

2.6 The Developer shall not Occupy or permit Occupation of a Residential Unit in Outline Element East or Outline Element West (as appropriate) until:

- (i) the updated Residential Travel Plan has been submitted to the Council in writing pursuant to paragraph 2.5 above; and
- (ii) the outstanding Residential Travel Plan Monitoring and Support Contribution (Outline Element East or Outline Element West as appropriate) has been received by the Council (as evidenced by notice in writing).

2.7 Following each approval of the Residential Travel Plan the Developer shall ensure that the Residential Units in the Development are Occupied in compliance with the updated terms and requirements of the approved Residential Travel Plan provided that the Residential Travel Plan will continue to be kept under review may be varied or substituted by agreement between the Parties from time to time. In the event of material non-compliance with the Residential Travel Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

3. **DELIVERIES AND SERVICING MANAGEMENT PLAN**

3.1 On or prior to the first Occupation Date in respect of the Detailed Element the Developer shall submit a Deliveries and Servicing Management Plan for the Detailed Element to the Council for approval.

3.2 The Developer shall not Occupy or permit Occupation of the Detailed Element until the Deliveries and Servicing Management Plan has been submitted to and approved by the Council in writing pursuant to paragraph 3.1 above.

3.3 Following the approval of the Deliveries and Servicing Management Plan pursuant to paragraph 3.1 above the Deliveries and Servicing Management Plan shall be kept under review and the Developer shall submit an updated Deliveries and Servicing Management Plan to the Council for approval prior to Occupation of Outline Element West or Outline Element West, whichever is to be Occupied first.

3.4 The Developer shall not Occupy or permit Occupation of Outline Element East or Outline Element West until the updated Deliveries and Servicing Management Plan has been submitted to and approved by the Council in writing pursuant to paragraph 3.3 above.

3.5 Following the approval of the Deliveries and Servicing Management Plan pursuant to paragraph 3.3 above the Deliveries and Servicing Management Plan shall be kept under review and the Developer shall submit an updated Deliveries and Servicing Management Plan to the Council for approval prior to Occupation of the final Outline Element.

3.6 The Developer shall not Occupy or permit Occupation of the final Outline Element until the updated Deliveries and Servicing Management Plan has been submitted to and approved by the Council in writing pursuant to paragraph 3.5 above.

3.7 Following each approval of the Deliveries and Servicing Management Plan the Developer shall ensure that the Development is delivered and Occupied in compliance with the updated terms and requirements of the approved Deliveries and Servicing Management Plan provided that the Deliveries and Servicing Management Plan will continue to be kept under review may be varied or substituted by agreement between the Parties from time to time. In the event of material non-compliance with the Deliveries and Servicing Management Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

#### **4. PUBLIC REALM CONTRIBUTIONS**

##### **Environmental and Public Realm Contribution**

- 4.1 The Developer shall pay to the Council three hundred and seventy six thousand two hundred and seventeen pounds and ninety seven pence (£376,217.97) Indexed of the Environmental and Public Realm Contribution prior to Implementation of the Detailed Element.
- 4.2 The Developer shall not Occupy or permit Occupation of more than 50% of the Market Housing Units within the Detailed Element until such time as the Council has received the three hundred and seventy six thousand two hundred and seventeen pounds and ninety seven pence (£376,217.97) of the Environmental and Public Realm Contribution payable pursuant to paragraph 4.1.
- 4.3 The Developer shall pay to the Council one million one hundred and twenty eight thousand six hundred and fifty three pounds and eighty eight pence (£1,128,653.88) Indexed of the Environmental and Public Realm Contribution prior to Implementation of Outline Element West.
- 4.4 The Developer shall not Occupy or permit Occupation of more than 50% of the Market Housing Units within Outline Element West until such time as the Council has received the one million one hundred and twenty eight thousand six hundred and fifty three pounds and eighty eight pence (£1,128,653.88) of the Environmental and Public Realm Contribution payable pursuant to paragraph 4.3.

##### **Finchley Road Surface Level Improvements Feasibility Study Contribution**

- 4.5 On or prior to Occupation of more than fifty per cent (50%) of the Market Housing Units in Detailed Element of the Development, or Implementation of Outline Element West (whichever is the sooner), the Developer shall pay to TfL the Finchley Road Surface Level Improvements Feasibility Contribution in full.
- 4.6 The Developer agrees that in the event that not all of the Finchley Road Surface Level Improvements Feasibility Study Contribution is spent on the Finchley Road Improvements Feasibility Study then the unspent balance shall be applied by TfL at its discretion towards the Finchley Road Improvement Works or other transport projects within the Finchley Road Corridor Study Scope study area.

##### **Finchley Road Improvements Contribution**

- 4.7 The Developer shall pay to TfL the Finchley Road Improvements Contribution in full prior to Implementation of Outline Element East of the Development.



4.8 The Developer shall not Implement or permit Implementation of Outline Element East until such time as TfL has received the Finchley Road Improvements Contribution in full.

### **Highway Works Contribution**

4.9 On or prior to the Implementation of Outline Element West the Developer shall:-

- i. pay to the Council the Highway Works Contribution in full; and
- ii. submit to the Council the Level Plans for approval.

4.10 The Developer shall not Implement or to permit Implementation of Outline Element West until such time as:-

- i. the Developer has paid the Highway Works Contribution to the Council in full; and
- ii. the Council has approved the Level Plans in writing.

4.11 For the avoidance of doubt the Developer 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.

4.12 On completion of the Highway Works the Council shall provide to the Developer a detailed and full breakdown specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.13 If the Certified Sum reasonably exceeds the Highway Works Contribution then the Developer shall within fourteen (14) days of the issuing of the said costs breakdown pay to the Council the amount of the excess.

4.14 If the Certified Sum is less than the Highway Works Contribution then the Council shall within fourteen (14) days of the issuing of the said breakdown pay to the Developer the unspent balance of the Highway Works Contribution.

### **Billy Fury Way and Granny Dripping Steps Improvement Works Contributions**

4.9 On or prior to Implementation of Outline Element West the Developer shall pay to the Council the Billy Fury Way and Granny Dripping Steps Improvement Works Contribution in full PROVIDED THAT a written specification for each set of improvement works has first been provided to the Developer by the Council.

### **Finchley Road TLRN Remediation Works**

4.15 The Developer covenants with the Council and TfL that it shall:

- 4.15.1 no later than 6 months after Practical Completion of the final Plot within Outline Element East (or within such other period as may be agreed in writing with the Council and TfL), enter into the Finchley Road TLRN Remediation Works s278 Agreement with TfL and provide written confirmation to the Council that the Developer has entered into the Finchley Road TLRN Remediation Works s278 Agreement with TfL;
- 4.15.2 not (unless otherwise agreed in writing with the Council) Occupy or permit Occupation of more than fifty per cent (50%) of the Market Housing Units in Plot N1 or S1 within Outline Element East (whichever is Occupied sooner) until such time as the Council has received written confirmation that the Finchley Road TLRN Remediation Works have been completed in accordance with the Finchley Road TLRN Remediation Works s278 Agreement.

## **5. WEST HAMPSTEAD STATION STEP FREE ACCESS**

### **West Hampstead Station Task Force**

- 5.1 As soon as reasonably practicable and in any event within one month of the date of this Agreement the Developer, TfL and the Council shall form the West Hampstead Station Task Force in accordance with the terms of reference attached at Appendix 2 to this Schedule 1.

### **West Hampstead Station Step Free Access Contribution**

- 5.2 The West Hampstead Station Step Free Access Contribution shall be paid in the following instalments irrespective of the order within which they occur:
  - 5.2.1 five hundred thousand pounds (£500,000) Indexed shall be paid by the Developer to the Council (or at the Council's direction to TfL) prior to the Implementation of the first Plot in the Detailed Element and no Plot in the Detailed Element shall be Implemented unless such payment has been made;
  - 5.2.2 five hundred thousand pounds (£500,000) Indexed shall be paid by the Developer to the Council (or at the Council's direction to TfL) within twenty eight (28) days of receipt of written evidence from TfL that it has appointed its technical consultants to undertake Pathway 3 (concept design – analogous to RIBA Plan of Work Stage 2);
  - 5.2.3 one million pounds (£1,000,000) Indexed shall be paid by the Developer to the Council (or at the Council's direction to TfL) within twenty eight (28) days of receipt of written evidence from TfL that it has appointed its technical consultants to undertake Pathway 4 (detailed design – analogous to RIBA Plan of Work Stages 3 and 4);

- 5.2.4 three million five hundred thousand pounds (£3,500,000) Indexed shall be paid by the Developer to the Council (or at the Council's direction to TfL) prior to the Implementation of the first Plot in Outline Element West and no Plot in Outline Element West shall be Implemented unless such payment has been made;
- 5.2.5 four million five hundred thousand pounds (£4,500,000) Indexed shall be paid by the Developer to the Council (or at the Council's direction to TfL) within twenty eight (28) days of receipt of written evidence from TfL that it has appointed its technical consultants to undertake Pathway 5 (delivery – analogous to RIBA Plan of Work Stage 5).

## **6. Cycling and Pedestrian Access**

### **CYCLING AND PEDESTRIAN CONTINUOUS ACCESS ROUTE MANAGEMENT PLAN**

- 6.1 The Developer shall provide and maintain a clear and uninterrupted access route across the Site from West End Lane in the west to Finchley Road in the east providing access for pedestrians and cyclists across the Site throughout the construction of the Development in accordance with paragraph 1.6 of Part A to this Schedule 1.
- 6.2 As the site will be a building site for the construction period, there will potentially be a need to move the route of the e/w path during the construction phase, and a need on occasion to hoard off parts whilst works are being undertaken. (It could even span Elements, as the first works in an Element might require a diversion of the last part of the e/w route to be built in the previous Element). We consider that the protection of the east/west route will be better dealt with in the Phasing, Design and Construction Management section in Part A. This will involve each of the phasing and delivery plans for each of the Elements including the requirement to demonstrate that an e/w route is provided throughout the construction of the Development and then the permanent route management plan will be put in place at the end of the construction phase.

### **PERMANENT EAST/WEST CYCLE AND PEDESTRIAN ROUTE MANAGEMENT PLAN**

- 6.3 On or prior to the Occupation of the Outline Element East the Developer shall submit the Permanent East/West Cycle and Pedestrian Route Management Plan to the Council for approval.
- 6.4 The Developer shall not Occupy or permit Occupation of the Residential units in Outline Element East until the Permanent East/West Cycle and Pedestrian Route Management Plan has been approved by the Council in writing.
- 6.5 Following the approval of the Permanent East/West Cycle and Pedestrian Route Management Plan the Developer shall ensure that the Permanent East/West Cycle and Pedestrian Route is open for use by the public and managed in accordance with the approved Permanent East/West Cycle and Pedestrian Route Management Plan and is

thereafter retained and maintained throughout the lifetime of the Development in accordance with the approved Permanent East/West Cycle and Pedestrian Route Management Plan PROVIDED THAT the said Route may be closed from time to time for the purposes of maintenance, repair, cleaning and to prevent the creation of public highway rights over the same the Permanent East/West Cycle and Pedestrian Route Management Plan will continue to be kept under review may be varied or substituted with the written approval of the Council from time to time. In the event of material non-compliance with the Permanent East/West Cycle and Pedestrian Route Management Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

## **7. FINCHLEY ROAD STATION WORKS SAFEGUARDING**

7.1 The Developer shall liaise with TfL in the preparation of the details of the Reserved Matters Application for Plot S1 and shall agree with TfL the precise extent of the Finchley Road Station Safeguarded Unit and (unless otherwise agreed with TfL) the Finchley Road Station Bridge Land which shall be shown on the Reserved Matters Application for Plot S1 and the Developer shall not commence development of Plot S1 unless and until the precise extent of the Finchley Road Station Safeguarded Unit and (unless otherwise agreed with TfL) the Finchley Road Station Bridge Land, is agreed with TfL and shown on the Reserved Matters Approval for Plot S1.

7.2 The Developer and TfL shall use reasonable endeavours to:

7.2.1 Expeditiously and diligently negotiate the terms of the Development Agreement in good faith.

7.2.2 Subject to paragraph 7.2.3 below, each use reasonable endeavours to negotiate and enter into the Development Agreement as soon as reasonably practicable following the date of this Agreement and in any event by no later than Implementation of vertical construction (meaning construction above the ground floor slab) of Plot S1 PROVIDED THAT TfL shall not be obliged to enter into any Development Agreement where there are safety critical or operational issues that have not been resolved to its satisfaction.

7.2.3 If, despite the Developer and TfL both having used reasonable endeavours in negotiating the Development Agreement, the said agreement has not been entered into on the expiry of 12 months from the grant of Reserved Matters Approval for Plot S1, then the Developer shall be entitled to proceed with Implementation of the vertical construction (meaning construction above the ground floor slab) of Plot S1 in accordance with its Reserved Matters Approval.

7.2.4 The Developer shall not Implement the vertical construction of Plot S1 for a period of 2 years from the date of this Agreement.

7.2.5 The Developer shall construct the Finchley Road Station Safeguarded Unit to Shell and Core Standard and shall incorporate such reasonable specific requirements as may be proposed by TfL in writing and agreed in writing by the Developer, both acting reasonably PROVIDED THAT where the additional cost of incorporating such TfL requirements above and beyond the Shell and Core Standard is material then responsibility for such additional cost shall be agreed by the Developer and TfL, both acting reasonably and having due regard to the primary obligation on the Developer to deliver the Safeguarded Unit to Shell and Core Standard.

7.2.6 Prior to the commencement by TfL of the Finchley Road Station Bridge Connection Works and the Finchley Road Station Works the Developer and TfL shall use their reasonable endeavours to enter into a detailed works agreement and method statement which shall set out the detail of how TfL shall undertake the said works so that the fabric of the building on Plot S1 so as to minimise the impacts of the works on the use and occupation of Plot S1 and the works shall not commence until such time as the works agreement has been completed between the Parties.

7.2.7 In the negotiation of the Development Agreement either the Developer or TfL may serve notice on the other specifying:

7.2.7.1 a description of the term or terms that the Parties have been unable to agree;

7.2.7.2 the form of wording that the party considers reasonable and that the other party ought to agree and enter into;

7.2.7.3 the expert who it proposes should settle its terms

("the Settlement of Agreement Notice").

7.2.8 In the event that within 10 Working Days of the receipt by the relevant party of the Settlement of Agreement Notice:

7.2.8.1 the parties are unable to agree the identity of the expert to whom the dispute should be referred; or

7.2.8.2 the party on whom the Settlement of Agreement Notice has been served has not responded to it,

then either party may request the President of the Law Society to nominate the expert.

- 7.2.9 Within 5 Working Days of the appointment or nomination of the expert the party who served the Settlement of Agreement Notice shall send to the expert and to the other party:
- 7.2.9.1 a copy of the draft Development Agreement, insofar as it has been progressed;
  - 7.2.9.2 details of the term or terms on which the parties have been unable to reach agreement together with the form of wording which it proposes for such term or terms; and
  - 7.2.9.3 representations as to why it is considered their proposed term or terms are reasonable.
- 7.2.10 Within 10 Working Days of receipt of the document and details pursuant to paragraph 7.2.9 above the receiving party shall send to the expert and to the other party:
- 7.2.10.1 the form of wording which it proposes for the term or terms in dispute;
  - 7.2.10.2 representations as to why it is considered their proposed term or terms are reasonable.
- 7.2.11 Subject to paragraph 7.2.12 as soon as reasonably practicable and in any event within 25 Working Days of receiving the representations in paragraph 7.2.10 above the expert shall:
- 7.2.11.1 determine the term or terms of the Development Agreement that is the subject of the reference pursuant to paragraph 7.2.8 above; and
  - 7.2.11.2 issue a copy of the final version of the Development Agreement ("the Final Agreement") to the parties for execution.
- 7.2.12 It is agreed and acknowledged that TfL shall not be obliged to enter into the Final Agreement issued by the expert pursuant to paragraph 7.2.11.2 where TfL considers that the Final Agreement as issued contains safety critical or operational issues that have not been resolved to TfL's satisfaction.
- 7.2.13 It is agreed that the expert to be appointed to determine the terms of the Development Agreement in accordance with paragraph 7.2.11 above shall be an engineer or surveyor (appropriate to the terms in dispute) who has at least 10

years' experience in acting for both developers and transport providers in the carrying out of development in proximity to transport infrastructure.

- 7.3 Subject to paragraphs 7.4, 7.5 and 7.7 in the event that TfL serves a Finchley Road Station Safeguarded Unit Notice on the Developer during the Finchley Road Station Safeguarding Period, the Developer shall only use the Finchley Road Station Safeguarded Unit during the period before the Finchley Road Station Lease is completed, for an interim purpose approved in writing by TfL and which has been authorised (where required) by a temporary planning permission granted by the Council PROVIDED THAT any works the Developer undertakes to the Finchley Road Station Safeguarded Unit or the Finchley Road Station Bridge Land prior to the service of a Finchley Road Station Safeguarded Unit Notice shall be removed and the Finchley Road Station Safeguarded Unit shall be reinstated to a condition in accordance with the Development Agreement and the Finchley Road Station Bridge Land shall be provided in a condition which is compatible with the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works in the event that the Finchley Road Station Safeguarded Unit Notice is served on the Developer.
- 7.4 In the event TfL has not served a Finchley Road Station Safeguarded Unit Notice by the expiry of the Finchley Road Station Safeguarding Period then the obligations in this paragraph 7 shall cease to have effect.
- 7.5 TfL shall not be entitled to serve a Finchley Road Station Safeguarded Unit Notice unless and until the Plot which includes the Finchley Road Station Safeguarded Unit (Plot S1) has been Practically Completed.
- 7.6 Subject to TfL having served a Finchley Road Station Safeguarded Unit Notice, the Developer and TfL shall liaise to ensure that the respective programmes for the delivery of the Development and the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works are co-ordinated so as to minimise any disruption that might otherwise be caused to TfL or the Developer.
- 7.7 If at any point during the Finchley Road Station Safeguarding Period TfL notifies the Developer that the Finchley Road Station Safeguarded Unit is no longer required then the Developer shall be released from the obligations in this paragraph 7.
- 7.10 Within twenty eight (28) days of receipt of the Finchley Road Station Safeguarded Unit Notice TfL shall provide the Developer with a draft Finchley Road Station Lease on the Finchley Road Station Lease Terms and thereafter shall use reasonable endeavours to negotiate and enter into the said Lease as soon as reasonably practicable and in any event within three (3) months (or such longer period as the Developer and TfL may agree) of the Developer receiving the draft lease from TfL PROVIDED THAT in the event the lease is not agreed and entered into by the end of three (3) month period (or such longer period as has been agreed between the Developer and TfL) either Party may refer the matter pursuant to clause 10 to the Specialist to settle the terms of the lease.

- 7.8 Following service of a Finchley Road Station Safeguarded Unit Notice, TfL may request that the Developer grants TfL a licence of the Finchley Road Station Works Land. Such request shall be made in writing and, subject to paragraph 7.10, shall be for such reasonable period as TfL requests having regard to the programme for the Finchley Road Station Works and the Finchley Road Station Bridge Connection Works.
- 7.9 Following receipt of a request pursuant to paragraph 7.8, the Developer shall provide TfL with a draft Finchley Road Station Works Licence and thereafter shall use reasonable endeavours to negotiate and enter into the said licence as soon as reasonably practicable and in any event within three (3) months (or such longer period as the Developer and TfL may agree) of TfL receiving the draft licence from the Developer.
- 7.10 TfL agree and acknowledge that TfL's rights to use the Finchley Road Station Works Land will be as a licence for the purpose of constructing the Finchley Road Station Works and Finchley Road Station Bridge Connection Works only, and if the Finchley Road Works Licence has not already come to an end, it will terminate automatically on the date on which the Finchley Road Station Works and Finchley Road Station Bridge Connection Works are complete and open to the public.

## 8. **BLACKBURN ROAD/FINCHLEY ROAD JUNCTION TLRN IMPROVEMENT Works**

- 8.1 The Developer covenants with the Council and TfL that it shall:
- 8.1.1 prior to Implementation of Plot N1 or S1 within Outline Element East (or within such other period as may be agreed in writing with TfL), enter into the Blackburn Road/Finchley Road Junction Improvement Works S278 Agreement with TfL and provide written confirmation to the Council that the Developer has entered into the Blackburn Road/Finchley Road Junction Improvement Works S278 Agreement with TfL;
- 8.1.2 not Implement or permit Implementation of Plot N1 or S1 within Outline Element East until it has entered into the Blackburn Road/Finchley Road Junction Improvement Works S278 Agreement with TfL in accordance with paragraph 8.1.1 above; and
- 8.1.3 unless otherwise agreed in writing with the Council not to Occupy or permit Occupation of more than 90 (ninety) per cent of the Market Housing Units in Plot N1 or S1 within Outline Element East (whichever is Occupied sooner) until such time as the Council has received written confirmation that the Blackburn Road/Finchley Road Junction Improvement Works have been completed in accordance with the Blackburn Road/Finchley Road Junction Improvement Works S278 Agreement.



9. **BUS SERVICE AND INFRASTRUCTURE PROTECTION**

- 9.1 Subject to paragraph 9.3 below, the Existing Bus Services shall remain in full operation and shall not be interrupted, curtailed or otherwise affected by any works carried out pursuant to the Planning Permission (including demolition works) unless and until an Interim Bus Service and Infrastructure Strategy has been submitted to and approved in writing by the TfL.
- 9.2 Subject to paragraph 9.3 below, the Developer shall not undertake any works (including demolition) during the Construction Phase which result in TfL incurring Additional Bus Operating Costs Site unless and until an Interim Bus Service and Infrastructure Strategy has been approved in writing by the Council and TfL.
- 9.3 Following the approval of an Interim Bus Service and Infrastructure Strategy the Development shall be carried out in accordance with the approved Interim Bus Service and Infrastructure Strategy PROVIDED THAT such strategy may be updated and amended from time to time by agreement in writing between the Developer, the Council and TfL.
- 9.4 In preparing the Permanent Bus Infrastructure Specification and Delivery Programme, the Developer shall use reasonable endeavours to follow the Accessible Bus Stop Guidance attached at Appendix 3, to the extent that physical and technical constraints allow.
- 9.5 The Developer shall prepare the Permanent Bus Infrastructure Specification and Delivery Programme in consultation with TfL, and shall submit the same to TfL for approval at the same time that the Reserved Matters Application for Outline Element West is submitted to the Council for approval.
- 9.6 The Developer covenants that Outline Element West shall not be Implemented until the Permanent Bus Infrastructure Specification and Delivery Programme has been submitted to, and approved by, TfL.
- 9.7 The Developer shall provide the Permanent Bus Infrastructure in accordance with the approved Permanent Bus Infrastructure Specification and Delivery Programme.
- 9.8 The Developer covenants that the bus services at the Site (whether the Existing Bus Services and/or the Temporary Bus Services) shall remain in operation during the Construction Phase of the Development until the Permanent Bus Infrastructure has been provided in accordance with the approved Permanent Bus Infrastructure Specification and Delivery Programme and the same is ready for use.
- 9.9 Notwithstanding the above provisions the Developer may undertake such demolition or construction works which have a minor impact on the operation of the bus services at the Site as may be agreed in writing in advance by TfL without the requirement for an Interim Bus Service and Infrastructure Strategy to be submitted under paragraph 9.2 above.

9.10 The Developer covenants to grant to TfL a lease of the Permanent Bus Infrastructure in accordance with the Permanent Bus Infrastructure Lease Terms and within the timeframe set out in the Permanent Bus Infrastructure Design and Delivery Plan.

10. **Bus Driver Toilet Facility**

- 10.1 The Developer shall prepare a Bus Driver Toilet Facility Design and Delivery Plan and submit it to TfL and the Council for approval, along with the Reserved Matters Application for Plot N7 within Outline Element West within which the Bus Driver Toilet Facility will be located.
- 10.2 The Developer shall construct the Bus Driver Toilet Facility in accordance with the Bus Driver Toilet Facility Design and Delivery Plan approved pursuant to paragraph 10.1 above and the Developer shall not Occupy or permit Occupation of more than fifty per cent (50%) of the Market Housing Units Outline Element West until Bus Driver Toilet Facility has been provided and is available for use by TfL.
- 10.3 The Developer shall not close the public toilet facilities in the existing O2 Shopping Centre on the Site until either:
- 10.3.1 The Bus Driver Toilet Facility has been Practically Completed in accordance with the Bus Driver Toilet Facility Design and Delivery Plan approved pursuant to paragraph 10.1 above and is available for use by TfL bus drivers; or
- 10.3.2 temporary toilet facilities that have been approved in writing by TfL have been made available within the Development for TfL bus drivers to use.
- 10.4 The Developer shall ensure that TfL bus drivers have continuous access to a toilet which is either:
- 10.4.1 A temporary TfL bus driver toilet located within the Development as approved by TfL; or
- 10.4.2 The Bus Driver Toilet Facility.
- 10.5 Following Practical Completion of the Bus Driver Toilet Facility, it shall be operated and maintained by TfL at no cost to the Developer. The Developer covenants to grant to TfL a lease of the Bus Driver Toilet Facility in accordance with the Bus Driver Toilet Facility Lease Terms.
- 10.6 To facilitate operation and maintenance of the Bus Driver Toilet Facility by TfL employees and/or contractors, the Developer shall provide said employees/contractors with a parking permit enabling them to park a vehicle within the Development for the purpose of operation and maintenance of the Bus Driver Toilet Facility.

## **APPENDIX 1 TO SCHEDULE 1 PART I**

### **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 Developer 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 Developer 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
- b. Provide links to public transport information (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**

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. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

**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

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

The Developer 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 Developer 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 a basis to be agreed on how effectively the Travel Plan is being in maximising the use of sustainable transport.

**APPENDIX 2 TO SCHEDULE 1 PART I**

**West Hampstead Station Task Force**

**West Hampstead Station Task Force – Draft Terms of Reference**

These terms of reference relate to the West Hampstead Station Task Force as defined in Part 1 of Schedule 1 of the section 106 agreement that relates to the development of the O2 Masterplan Site and which is made between (1) LS Finchley Road Limited (the "Developer"); (2) Deutsche Trustee Company Limited; (3) Transport for London ("TfL"); and (4) The Mayor and Burgesses of the London Borough of Camden (the "Council") (the "Agreement")

These terms of reference will be kept under review and may be amended and updated from time to time by agreement in writing between the Developer, the Council and TfL.

The parties to the West Hampstead Station Task Force ("the Task Force") will comprise of TfL, the Council and the Developer, unless otherwise agreed in writing.

The primary purpose of the Task Force is for the parties to work together to plan, design and implement affordable and deliverable Step Free Access (SFA) at West Hampstead Station together with associated potential capacity improvements as set out in this Agreement and by reference to the Planning Permission and in the context of the West Hampstead Station Step Free Access Contribution.

Unless separately defined in these terms of reference, defined terms used have the same meaning given in the Agreement.

1. The terms of reference of the Task Force shall be as follows:

1.1 Unless otherwise agreed between the parties identified below, the Task Force shall be formed of the following (or their advisors or nominees):

1.1.1 TfL;

1.1.2 The Council; and

1.1.3 The Developer

and no meeting of the Station Task Force shall take place unless at least one representative or nominee from each of those parties listed above is in attendance and the parties will notify each other in writing who will be attending a particular meeting and shall use

reasonable endeavours to provide such notice not less than two weeks' before each meeting.

1.2 The Developer's advisors and nominees who will attend/represent the Developer on the Task Force shall include but not be limited to:

1.2.1 Landsec Development or Project Director [XXX]

or such other person(s) as may be notified to TfL and the Council by the Developer in writing.

1.3 TfL's advisors and nominees who will attend/represent TfL on the Task Force shall include but not be limited to:

1.3.1 TfL Spatial Planning;

1.3.2 TfL Investment Delivery Planning (IDP); and

1.3.3 Places for London Limited,

or such other person(s) as may be notified to the Developer and the Council by TfL in writing.

1.4 The Council's advisors and nominees who will attend/represent the Council on the Task Force shall include but not be limited to representatives from the following sections within the Council:

1.4.1 Place and Design

1.4.2 CIL and Section 106

1.4.3 Transport Planning

1.4.4 Development Management

or such other person(s) as may be notified to the Developer and TfL by the Council in writing.

1.5 The Task Force is an advisory group which will seek to work on a collaborative basis and in a timely manner towards the shared goal of delivering SFA at West Hampstead station.

1.6 In seeking to achieve that goal Task Force will have regard to the objectives of the parties to deliver other priority benefits including, but is not limited to; capacity improvements at West Hampstead Station, delivery of new homes, improved local public realm and environment, delivering of the benefits secured by the Planning Permission.

1.7 TfL will retain absolute discretion over any decisions made in relation to design, approvals and programme but commits to engage with the Task Force in a positive and collaborative manner.



- 1.8 The Task Force has no statutory power and does not fetter the powers of TfL and cannot override any provisions in this Agreement or the conditions of the Planning Permission.
- 1.9 The key matters for discussion by the Task Force are set out below:
  - 1.9.1 identification of a shared vision and priorities for the delivery of West Hampstead Station SFA;
  - 1.9.2 consideration, review and analysis of emerging SFA feasibility studies including optioneering and emerging design proposals;
  - 1.9.3 identification of a preferred solution for the delivery of SFA at West Hampstead Station having regard to the priorities of all the parties;
  - 1.9.4 identification and implementation of any necessary powers and consents needed to deliver the preferred SFA;
  - 1.9.5 oversight of delivery of the SFA project
  - 1.9.6 supporting the identified funding strategy to secure the SF A including collaboration and collective support of external funding bids and other planning obligations, as required; and
  - 1.9.7 monitoring of progress in relation to the programme to deliver the SF A.
2. The Task Force will meet a minimum of four times a year or as otherwise agreed between the parties in writing.
3. The Task Force will chaired by TfL.
4. The Developer shall be responsible for identifying mutually convenient meeting dates and venues for the Task Force.
5. The first meeting of the Task Force will take place within two months of the date of the Agreement. The venue for the meetings will be agreed between the parties. Meetings shall be held either in person or virtually. TfL will nominate one representative to be the co-ordinator for TfL's representatives.
6. The Developer will take responsibility for administrative duties of the Task Force including organising meetings and taking minutes, including action points. Meeting minutes will be circulated for agreement between the parties.
7. Each party will bear its own costs in relation to operation of the Task Force (save for any reasonable secretarial and administrative costs which shall be borne by the Developer). For the avoidance of doubt, the Developer shall not be responsible for the cost of TfL or Council officers, advisors or nominees/representatives participating in (including but not limited to attending meetings of) the Task Force. In the event that the Task Force considers it

appropriate to appoint specialist technical consultants to advise on a particular matter relating to the SFA at West Hampstead Station, these appointments shall be made jointly between TfL and the Developer and the associated costs shall be shared equally between TfL and the Developer.

**APPENDIX 3 TO SCHEDULE 1 PART I- ACCESSIBLE BUS STOPS GUIDANCE**

**APPENDIX 4 TO SCHEDULE 1 PART I- TFL WC REQUIREMENTS**

**APPENDIX 5 TO SCHEDULE 1 PART 1- TFL PATHWAYS**

**SCHEDULE 1 PART J – AFFORDABLE COMMERCIAL SPACE**

**RELEVANT DEFINITIONS**

**“Affordable Commercial Space”** a total of two hundred and fifty square metres (250 sqm) of affordable commercial space comprising affordable workspace (Class E.g) and/or affordable retail space (Class E.a) across the Development which shall be constructed in accordance with the Affordable Commercial Space Strategy and thereafter retained and managed as affordable commercial space for Qualifying Tenants in accordance with the Affordable Commercial Space Management and Maintenance Plan by the Developer or by a Third Party Manager who has been approved by the Council in accordance with **paragraph 1.8**

**“Affordable Commercial Space Management and Maintenance Plan”** a plan for the retention, maintenance and management of the Affordable Commercial Space as affordable, flexible space for Qualifying Tenants, such plan to include:

- (a) measures to ensure the Affordable Commercial Space shall be made available for occupation and use as affordable space for Qualifying Tenants; and
- (b) details of maintenance and management arrangements following completion of the Affordable Commercial Space

provided that such Affordable Commercial Space Management and Maintenance Plan may be updated from time to time with the written approval of the Council

**“Affordable Commercial Space Marketing Plan”** a written strategy for the marketing of each Affordable Commercial Space to potential occupiers targeting parties meeting the definition of Qualifying Tenants and with the aim of encouraging small local businesses into each Affordable Commercial Space as an alternative to traditional office or co-working space including details of:

- (a) the criteria for potential occupiers;
- (b) a process for selecting potential occupiers, whether by a selection panel or other form of decision-making committee;
- (c) any support packages for businesses and move-on strategy;
- (d) a marketing campaign;
- (e) the detailed selection process including applicant interviews, how decisions are made, and how occupiers are notified;
- (f) the process for agreeing and signing lease/licence agreements, the proposed rent levels (which shall reflect a discount of

between 30-50% of the open market rent levels with an average discount of 40% and how those levels will be reviewed, together with a summary of the other key terms of those lease/licence arrangements;

- (g) the means of undertaking marketing campaigns to promote new occupiers; and
- (h) the publications in which marketing material and advertisements for the Affordable Commercial Space shall be placed

provided that such Affordable Commercial Space Marketing Plan may be updated from time to time with the written approval of the Council

**“Affordable Commercial Space Strategy”**

a written strategy setting out how the Developer intends to provide Affordable Commercial Space within the Development and shall include a programme for delivery, an explanation of where the Affordable Commercial Space will be provided in the Development, designed to White Box Fit Out standard, high quality, incorporate a range of unit sizes and types that are flexible but no larger than fifty square metres (50 sqm) unless otherwise agreed in writing with the Council provided that such Affordable Commercial Space Strategy may be updated from time to time with the written approval of the Council

**“Qualifying Tenant”**

a party which satisfies the criteria for occupiers of the Affordable Commercial Space such criteria to be submitted to and approved in writing from time to time by the Council as part of the Affordable Commercial Space Marketing Plan

**“Third Party Manager”**

a person, company or other entity that may assume responsibility for the management and maintenance of the Affordable Commercial Space in accordance with **paragraphs 1.7 to 1.9** of this Part J of **Schedule 1**

**“White Box Fit Out”**

construction of exterior walls, windows and doors; roofing; standard emergency lighting and electrics, including sockets; basic heating & ventilation; screed or concrete floor; fire protection along with finished stairs and elevator if space is available above ground floor level.

**OPERATIVE PROVISIONS**

**1. AFFORDABLE COMMERCIAL SPACE**

**Affordable Commercial Space Strategy**

- 1.1 Affordable Commercial Space shall be provided in Plot N4 of the Detailed Element of the Development in accordance with the Affordable Commercial Space Strategy dated August 2022 which accompanied the Planning Application.

- 1.2 An updated Affordable Commercial Space Strategy shall be approved as part of the relevant RMAs for Plots in Outline Element West and Outline Element East of the Development within which Affordable Commercial Space is to be provided.

### **Construction of the Affordable Commercial Space**

- 1.3 The Developer shall construct the Affordable Commercial Space to White Box Fit Out standard in accordance with the relevant approved Affordable Commercial Space Strategy in a good and workmanlike manner using good quality materials.
- 1.4 The Developer shall not Occupy or permit Occupation of more than 25% of the Market Housing Units within a Plot in which Affordable Commercial Space is being provided until the Affordable Commercial Space in that Plot has been Practically Completed in accordance with the relevant approved Affordable Commercial Space Strategy.

### **Affordable Commercial Space Management and Maintenance**

- 1.5 On or prior to the date on which the first unit of Affordable Commercial Space is Practically Complete the Developer shall submit the Affordable Commercial Space Management and Maintenance Plan to the Council for approval.
- 1.6 The Developer (or a Third Party Manager which has assumed responsibility pursuant to **paragraphs 1.7 to 1.9** below) shall retain, maintain and manage, or procure the retention, maintenance and management of the Affordable Commercial Space, in accordance with the approved Affordable Commercial Space Management and Maintenance Plan throughout the lifetime of the Development unless otherwise agreed by the Council in writing.
- 1.7 After the expiry of six months from its Practical Completion, the Developer may transfer the responsibility for the management and maintenance of the Affordable Commercial Space to a Third Party Manager in accordance with the provisions in **paragraphs 1.8 and 1.9** below.
- 1.8 Prior to the transfer of responsibility for the management and maintenance of the Affordable Commercial Space to a Third Party Manager the Developer shall submit to the Council for approval details of the proposed Third Party Manager together with details of the terms on which the Affordable Commercial Space is to be transferred to the Third Party Manager and an updated Affordable Commercial Space Management and Maintenance Plan and until such time as the Council approves in writing the details submitted, the Developer shall retain the responsibility for the management and maintenance of the Affordable Commercial Space.
- 1.9 Following receipt of the Council's approval in writing of the details submitted under **paragraph 1.8** the Developer may transfer responsibility for the management and maintenance of the Affordable Commercial Space to the Third Party Manager in accordance with the approved details and from the date of such transfer the Third Party Manager shall have responsibility for the management and maintenance of the Affordable Commercial Space in accordance with the approved Affordable Commercial Space Management and Maintenance Plan.

### **Marketing and Letting of Affordable Commercial Space**

- 1.10 No later than nine months prior to completion of each Affordable Commercial Space within the Development, the Developer shall submit to the Council for approval its proposed Affordable Commercial Space Marketing Plan.
- 1.11 Following receipt of the Council's written approval of each Affordable Commercial Space Marketing Plan the Developer shall thereafter market the relevant Affordable Commercial Space in accordance with the approved Affordable Commercial Space Marketing Plan.
- 1.12 Where during the marketing of each Affordable Commercial Space a proposed occupier expresses interest in the relevant Affordable Commercial Space (or any part thereof) then the Developer shall acting reasonably consider whether such party is a Qualifying Tenant and, if so, provide details of such party to the Council.



- 1.13 Within ten Working Days of the Developer notifying the Council of the identity of a Qualifying Tenant the Developer shall (unless otherwise agreed in writing by the Council) make a written offer to the Qualifying Tenant to enter into a lease or licence (as appropriate) in accordance with the relevant approved Affordable Commercial Space Marketing Plan and thereafter the Developer shall use reasonable endeavours to agree heads of terms with the Qualifying Tenant and negotiate and complete a lease or licence of the relevant Affordable Commercial Space (or part thereof) as soon as reasonably practicable and in any event within four months of agreeing the heads of terms with the Qualifying Tenant.
- 1.14 If the Developer and the Qualifying Tenant have not entered into a lease or licence for the Affordable Commercial Space (or part thereof) within the four month period referred to in **paragraph 1.13** above, then the Developer may re-market the Affordable Commercial Space (or relevant part thereof) in accordance with the relevant approved Affordable Commercial Space Marketing Plan.
- 1.15 Upon the determination of a lease or licence for whatever reason of an area of Affordable Commercial Space the Developer shall proceed to re-market the Affordable Commercial Space in accordance with the relevant approved Affordable Commercial Space Marketing Plan and the provisions of **paragraphs 1.11 to 1.14** of this Part J of **Schedule 1** shall apply mutatis mutandis to any further marketing and letting of such Affordable Commercial Space, unless otherwise agreed with the Council.

**SCHEDULE 1 PART K – ENERGY AND SUSTAINABILITY**

**RELEVANT DEFINITIONS**

<b>“Carbon Offset Contributions”</b>	the Carbon Offset Contribution (Detailed Element), Carbon Offset Contribution (Outline Element West) and Carbon Offset Contribution (Outline Element East) and <b>“Carbon Offset Contribution”</b> means any one of the said Contributions
<b>“Carbon Offset Contribution (Detailed Element)”</b>	<p>a financial contribution to mitigate any shortfall in meeting net zero carbon in the Detailed Element such contribution being estimated to be in the sum of £828,345.00 (eight hundred and twenty-eight thousand, three hundred and forty five pounds) and such contribution to be paid by the Developer to the Council in three instalments on a Plot-by-Plot basis and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Site, the estimated amounts of each instalment are as follows with each instalment amount subject to final approval by the Council in accordance with <b>paragraphs 1 and 4</b> of this Part K of <b>Schedule 1</b>:</p> <ul style="list-style-type: none"><li>(a) £78,151.00 (seventy eight thousand one hundred and fifty one pounds) being the estimated instalment of the Carbon Offset Contribution (Detailed Element) to be paid in respect of Plot N3E of the Detailed Element;</li><li>(b) £341,491.00 (three hundred and forty one thousand four hundred and ninety one pounds) being the estimated instalment of the Carbon Offset Contribution (Detailed Element) to be paid in respect of Plot N4 of the Detailed Element; and</li><li>(c) £408,703.00 (four hundred and eight thousand seven hundred and three pounds) being the estimated instalment of the Carbon Offset Contribution (Detailed Element) to be paid in respect of Plot N5 of the Detailed Element</li></ul>
<b>“Carbon Offset Contribution (Outline Element West)”</b>	the financial contribution (if any) payable in respect of each of the Plots in Outline Element West, as specified in the approved updated version of the Energy Efficiency and Renewable Energy Plan relating to each Plot, and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Site to mitigate any shortfall in meeting net zero carbon in Outline Element West
<b>“Carbon Offset Contribution (Outline Element East)”</b>	the financial contribution (if any) payable in respect of each of the Plots in Outline Element East, as specified in the approved updated version of the Energy Efficiency and Renewable Energy Plan relating to each Plot, and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Site to mitigate any

shortfall in meeting net zero carbon in Outline Element East

**“Defects Liability Period”**

such period of time following Practical Completion of a Plot in which a contractor may remedy defects as may be included in the building contract for the relevant Plot

**“Energy Efficiency and Renewable Energy Plan”**

a separate plan for each of the Detailed Element, Outline Element West and Outline Element East to be prepared in accordance with the Site-Wide Energy Strategy to be submitted by the Developer and approved by the Council (such plans to be submitted with the first Plot in each of the Detailed Element, Outline Element West and Outline Element East and thereafter updated as each Plot comes forward in accordance with **paragraph 4** of this Part K of **Schedule 1** and which in any event may be updated from time to time with the written approval of the Council) setting out a package of measures to be adopted by the Owner in the management of the Detailed Element, Outline Element West or Outline Element East (as relevant) with a view to reducing carbon energy emissions through (but not be limited to) the following:

- (a) including measures to be adopted across the relevant Element in accordance with the Site-Wide Energy Strategy and any measures set out in subsequent energy strategies approved as part of RMA approvals in respect of Outline Element West and Outline Element East provided that where the design of a subsequent Plot is not sufficiently advanced to allow the detailed measures for that Plot to be set out the said Plan shall include the principles that shall be followed in designing the measures to be incorporated in that Plot;
- (b) ensuring that net zero carbon across the relevant Element is secured through the payment of the Carbon Offset Contributions for the remaining carbon emissions after required on site reductions, with the amount of the Carbon Offset Contribution (Detailed Element) payable per Plot being specified in the relevant updated approved version of the Energy Efficiency and Renewable Energy Plan relating to the Plots in the Detailed Element, and payable on a Plot-by-Plot basis, and the amounts of the Carbon Offset Contribution (Outline Element West) and Carbon Offset Contribution (Outline Element East) to be calculated at the time of the RMA approvals for the relevant Plots in Outline Element West and Outline Element East respectively and approved as part of the updated Energy Efficiency and Renewable Energy Plan in respect of each of the Plots in those Elements and paid on a Plot-by-Plot basis;

- (c) in respect of each Plot within the Detailed Element an updated GLA Carbon Emissions Reporting Spreadsheet 2022 (or any update to or replacement thereof) and a review of the specific carbon reduction targets using SAP10 for the residential areas (currently of at least 12.8% through energy efficiency, 63.1% from on-site renewable energy and 67.8% overall on site carbon reduction and for the non-residential areas the targets for reduction are at least 17.1% through energy efficiency, 21% from on-site renewable energy) and measures which seek to achieve those targets (or such revised targets as are agreed in writing by the Council) with an overall requirement of at least 35% on site carbon reduction for the Detailed Element;
- (d) identifying measures to ensure that each Plot in Outline Element West and Outline Element East shall achieve at least the London Plan requirements (applicable at the time of the relevant RMA approval) of overall onsite carbon reductions, with the current carbon reduction targets over Part L 2021 being 50% for residential areas of the development including at least 10% from energy efficiency and 20% from on-site renewable energy and overall reductions of at least 35% for non residential areas including at least 15% from energy efficiency and 20% from on-site renewable energy or any relevant higher targets in place at the time of the approval of relevant RMA approval, targeting a 53% carbon reduction on each of Outline Element West and Outline Element East, using SAP10 carbon factors set out in the Site-Wide Energy Strategy such achievement to be demonstrated through submission of the updated Energy Efficiency and Renewable Energy Plan and Carbon Emissions Reporting Spreadsheet in line with the GLA's Energy Assessment Guidance 2022 (subject to the same being updated or superseded in such successor guidance as may be issued by the GLA) with each RMA submission;
- (e) in the event that a Plot will not achieve the carbon reduction targets specified in paragraph (d) above, including details of how such shortfall in that Plot will be addressed in a subsequent Plot or Plots in that Element so that the relevant Element as a whole will achieve the carbon reduction targets specified in paragraph (d) above;
- (f) measures to ensure that there is a safeguarded pipe route with soft points secured along with cross section spatially in utilities layouts;

- (g) measures to ensure 100% compliance with CIBSE's TM59 assessment of overheating risk for residential designs using dynamic thermal analysis;
- (h) 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 in accordance with the provisions of Section 6 of this Part K (subject to the same being updated or superseded in such successor guidance as may be issued by the Great London Authority);
- (i) further details appropriate to the level of design then reached of how the Developer will reduce the Development's carbon emissions from renewable energy technologies located on the Development ensuring the Developer will meet the target reduction in carbon emissions in relation to the Development using a combination of complementary low and zero carbon technologies; and
- (j) 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

<b>"Reportable Unit"</b>	a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-residential)
<b>"Reportable Unit (Energy Centre)"</b>	either a self-contained energy centre serving multiple residential/non-residential properties within the Site or a self-contained energy system serving multiple residential units within a Plot
<b>"Reportable Unit (Residential)"</b>	an individual building comprising no less than five dwellings
<b>"Reportable Unit (Non-residential)"</b>	a building with single occupier/tenant (including blocks of flats' communal areas) or a Plot with multiple tenants
<b>"Site-Wide Energy Strategy"</b>	the energy strategy for the Development comprising the Energy Strategy V1 February 2022, BREEAM Pre-Assessment V1 August 2022, Energy Strategy Addendum V1 February 2023 submitted as part of the Planning Application and such further additions and updates to this energy strategy as are approved by the Council
<b>"Site-Wide Sustainability Statement"</b>	the sustainability statement comprising the Sustainability Statement for the Development dated 19 December 2022 and submitted as part of the Planning Application and such further additions and updates to this sustainability statement as are approved by the Council

## **“Sustainability Plan”**

a separate plan in accordance with the Site-Wide Sustainability Statement for each of the Detailed Element, Outline Element West and Outline Element East to be submitted by the Developer and approved by the Council (such plan to be submitted for the first Plot in each of the Detailed Element, Outline Element West and Outline Element East and thereafter updated as each Plot comes forward) including a post construction review for each Plot 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) demonstrate alignment with the targets set out in the Site-Wide Sustainability Statement and the targets as may be set out in subsequent Sustainability Plans approved as part of RMA approvals in respect of each Plot for Outline Element West and Outline Element East;
- (b) achieve the sustainable design measures and climate change adaptation measures in line with the relevant approved Sustainability Plan;
- (c) ensure that each Residential Unit achieves a maximum internal water use of 105 litres/person/day;
- (d) include (for each of the Detailed Element, Outline Element West and Outline Element East) a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of each Plot with a target of achieving an Excellent rating with a score for the Detailed Element of 80.4% and attaining at least 69% of the credits in Energy, 100% of the credits in Water and 86% of the credits in Materials categories and for each of Outline Element West and Outline Element East attaining at least 60% of the credits in each of Energy, and Water and 40% of the credits in Materials categories and using reasonable endeavours to attain similar scores to those attained in the Detailed Element;
- (e) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of each Plot certifying that the measures incorporated in the relevant approved Sustainability Plan are achievable in the relevant Plot;
- (f) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

- (g) measures to secure a post construction review in respect of each Plot by an appropriately qualified recognised and independent professional in respect of the relevant Plot (including a written report, photographs and installation contracts) verifying that the measures incorporated in the Sustainability Plan have been achieved in the relevant Plot and will be maintainable in that Plot's future management and occupation;
- (h) identify 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; and
- (i) be kept under review and which may be amended or updated from time to time with the written approval of the Council.

## **OPERATIVE PROVISIONS**

### **1. CARBON OFFSET CONTRIBUTION (DETAILED ELEMENT)**

- 1.1 On or prior to the Implementation of above ground works on each Plot in the Detailed Element the Developer shall pay to the Council the instalment of the Carbon Offset Contribution (Detailed Element) relevant to that Plot provided that the amount of each instalment shall be finally confirmed by the Council as part of its approval of the relevant updated Energy Efficiency and Renewable Energy Plan pursuant to **paragraph 4** below.
- 1.2 The Developer shall not Implement or permit Implementation of above ground works on any Plot within the Detailed Element until the instalment of the Carbon Offset Contribution (Detailed Element) relevant to that Plot has been paid in full to the Council. For the avoidance of doubt the Developer may at any time pay to the Council the sum of £828,345.00 (eight hundred and twenty-eight thousand three hundred and forty five pounds) being the full estimated amount of the Carbon Offset Contribution (Detailed Element) and on payment of such amount be released from the requirements of this **paragraph 1**.

### **2. CARBON OFFSET CONTRIBUTION (OUTLINE ELEMENT WEST)**

- 2.1 In the event that the initial or relevant updated Energy Efficiency and Renewable Energy Plan relating to Outline Element West approved by the Council in accordance with the provisions of **paragraph 4** below requires the payment of a Carbon Offset Contribution (Outline Element West) then on or prior to the Implementation of above ground works on a Plot in Outline Element West the Developer shall pay to the Council the Carbon Offset Contribution (Outline Element West) relevant to that Plot.
- 2.2 The Developer shall not Implement or permit Implementation of any above ground works on a Plot within Outline Element West until such time as either: (i) the Carbon Offset Contribution (Outline Element West) relevant to that Plot has been paid in full to the Council; or (ii) the Council has confirmed in writing that no Carbon Offset Contribution (Outline Element West) is payable in respect of that Plot.

### **3. CARBON OFFSET CONTRIBUTION (OUTLINE ELEMENT EAST)**

- 3.1 In the event that the initial or updated Energy Efficiency and Renewable Energy Plan relating to Outline Element East approved by the Council in accordance with the provisions of **paragraph 4** below requires the payment of a Carbon Offset Contribution (Outline Element East) then on or prior to the Implementation of above ground works on a Plot in Outline

Element East the Developer shall pay to the Council the Carbon Offset Contribution (Outline Element East) relevant to that Plot.

- 3.2 The Developer shall not Implement or permit Implementation of any above ground works on a Plot within Outline Element East until such time as either: (i) the Carbon Offset Contribution (Outline Element East) relevant to that Plot has been paid in full; or (ii) the Council has confirmed in writing that no Carbon Offset Contribution (Outline Element East) is payable in respect of that Plot.

#### 4. **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.1 Prior to the Implementation of the first Plot in the Detailed Element the Developer shall submit an Energy Efficiency and Renewable Energy Plan for the Detailed Element to the Council for approval.
- 4.2 Subsequently, prior to the Implementation of each Plot in the Detailed Element the Developer shall submit an updated Energy Efficiency and Renewable Energy Plan for the Detailed Element to the Council for approval.
- 4.3 The Developer shall not Implement or permit Implementation of a Plot in the Detailed Element unless and until the Energy Efficiency and Renewable Energy Plan submitted in association with that Plot has been approved by the Council in writing.
- 4.4 Prior to the Implementation of the first Plot in Outline Element West the Developer shall submit an Energy Efficiency and Renewable Energy Plan for Outline Element West to the Council for approval.
- 4.5 Subsequently prior to the Implementation of each Plot in Outline Element West the Developer shall submit an updated Energy Efficiency and Renewable Energy Plan for Outline Element West to the Council for approval.
- 4.6 The Developer shall not Implement or permit Implementation of a Plot in Outline Element West unless and until the Energy Efficiency and Renewable Energy Plan submitted in association with that Plot has been approved by the Council in writing.
- 4.7 Prior to the Implementation of the first Plot in Outline Element East the Developer shall submit an Energy Efficiency and Renewable Energy Plan for Outline Element East to the Council for approval.
- 4.8 Subsequently prior to the Implementation of each Plot in Outline Element East the Developer shall submit an updated Energy Efficiency and Renewable Energy Plan for Outline Element East to the Council for approval.
- 4.9 The Developer shall not Implement or permit Implementation of a Plot in Outline Element East unless and until the Energy Efficiency and Renewable Energy Plan submitted in association with that Plot has been approved by the Council in writing.
- 4.10 The Energy Efficiency and Renewable Energy Plan for an Element shall where possible set out the detailed measures to be incorporated in each of the Plots in that Element to achieve the stated carbon reduction target provided that where the detailed design of a Plot in that Element has not advanced to the stage where it is possible to identify such detailed measures then that Energy Efficiency and Renewable Energy Plan shall include the principles that will be followed in designing the measures to be incorporated in those Plots.
- 4.11 It is agreed and acknowledged that in the event a Plot will not achieve the stated carbon reduction target then the relevant Energy Efficiency and Renewable Energy Plan shall set out how the other Plots in that Element shall address such shortfall so that the carbon reduction target is met for that Element as a whole.
- 4.12 As part of the approval of the updated Energy Efficiency and Renewable Energy Plan submitted in connection with a Plot the Council shall confirm the amount of any Carbon Offset Contribution payable in respect of that Plot (if any).



- 4.13 It is agreed and acknowledged that where the measures adopted result in a Plot exceeding the relevant carbon reduction target stated in the approved Energy Efficiency and Renewable Energy Plan for the relevant Element then such exceedance may be carried forward and reflected in the assessment of later Plot(s) in that Element with the intention that the overall stated target for that Element is met.
- 4.14 Following each approval of each Energy Efficiency and Renewable Energy Plan the Developer shall ensure that the Development is delivered and Occupied in compliance with the updated terms and requirements of the relevant approved Energy Efficiency and Renewable Energy Plan provided that the Energy Efficiency and Renewable Energy Plan will continue to be kept under review and may be varied or substituted by agreement in writing by the Council from time to time. In the event of material non-compliance with the Energy Efficiency and Renewable Energy Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

## 5. **SUSTAINABILITY PLAN**

- 5.1 Prior to the Implementation of the first Plot in the Detailed Element the Developer shall submit the Sustainability Plan for the Detailed Element to the Council for approval.
- 5.2 Subsequently prior to the Implementation of each Plot in the Detailed Element the Developer shall submit an updated Sustainability Plan for the Detailed Element to the Council for approval.
- 5.3 The Developer shall not Implement or permit Implementation of a Plot in the Detailed Element unless and until the Sustainability Plan submitted in association with that Plot has been approved by the Council in writing.
- 5.4 Prior to the Implementation the first Plot in Outline Element West the Developer shall submit the Sustainability Plan for Outline Element West to the Council for approval.
- 5.5 Subsequently prior to the Implementation of each Plot in Outline Element West the Developer shall submit an updated Sustainability Plan for Outline Element West to the Council for approval.
- 5.6 The Developer shall not Implement or permit Implementation of a Plot in Outline Element West unless and until the Sustainability Plan submitted in association with that Plot has been approved by the Council in writing.
- 5.7 Prior to the Implementation of the first Plot in Outline Element East the Developer shall submit the Sustainability Plan for Outline Element East to the Council for approval.
- 5.8 Subsequently prior to the Implementation of each Plot in Outline Element East the Developer shall submit an updated Sustainability Plan for Outline Element East to the Council for approval.
- 5.9 The Developer shall not Implement or permit Implementation of a Plot in Outline Element East unless and until the Sustainability Plan submitted in association with that Plot has been approved by the Council in writing.
- 5.10 Following each approval of each Sustainability Plan the Developer shall ensure that the Development is delivered and Occupied in compliance with the updated terms and requirements of the approved Sustainability Plan provided that the Sustainability Plan will continue to be kept under review and may be varied or substituted by agreement in writing by the Council from time to time. In the event of material non-compliance with the Sustainability Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

## 6. **GREATER LONDON AUTHORITY "BE SEEN" ENERGY MONITORING GUIDANCE**

- 6.1 The Developer covenants to submit to the Council within eight weeks of the date of this Agreement (with a copy sent to the Greater London Authority via the Energy Monitoring

Portal in accordance with the Be Seen Guidance), accurate and verified estimates of the 'Be Seen' energy performance indicators for the Development as outlined in Chapter 3 (Planning Stage) of the Be Seen Guidance.

6.2 The Developer covenants with the Council that each Energy Efficiency and Renewable Energy Plan to be submitted to the Council pursuant to **paragraph 4** shall include the following requirements:

6.2.1 That prior to Occupation of each Plot forming part of the Development the Developer shall:

6.2.1.1 provide to the Council (with a copy sent to the Greater London Authority via the Energy Monitoring Portal in accordance with the Be Seen Guidance) updated accurate and verified estimates of the 'Be Seen' energy performance indicators for each Reportable Unit within the Plot as outlined in chapter 4 (As-Built Stage) of the Be Seen Guidance;

6.2.1.2 provide to the Council (with a copy sent to the Greater London Authority via the Energy Monitoring Portal in accordance with the Be Seen Guidance) confirmation that appropriate monitoring devices have been installed and are being maintained at the relevant Plot for the monitoring of the in-use energy performance indicators as outlined in chapter 5 (In-Use Stage) of the Be Seen Guidance;

6.2.2 That as soon as reasonably practicable after the later of the first anniversary of Occupation of the relevant Plot and the end of the Development Defects Liability Period, and then annually for a further four years provide to the Council, with a copy sent to the Greater London Authority via the Energy Monitoring Portal in accordance with the Be Seen Guidance, accurate and verified annual in-use energy performance indicators for the relevant Plot (or each Reportable Unit as relevant) as per the methodology in chapter 5 (In-Use Stage) of the Be Seen Guidance.

6.2.3 In the event that the in-use energy performance indicators presented annually in accordance with **paragraph 6.2.2** above demonstrate that the as-built energy performance estimates provided under **paragraph 6.2.1.1** above have not been or are not being met the Developer shall:

6.2.3.1 use reasonable endeavours to investigate and identify the causes of underperformance and the potential mitigation measures; and

6.2.3.2 where the Developer believes (acting reasonably) that such measures would be reasonably practicable to implement, to prepare and submit an action plan for delivery of such measures to the Council for approval (in consultation with the Greater London Authority) and to implement such approved measures as soon as reasonably practicable to do so.

## SCHEDULE 1 PART L – EMPLOYMENT

### RELEVANT DEFINITIONS

<b>“the Construction Apprentice Default Contribution”</b>	the sum of £20,000 in respect of each apprenticeship required on site that is not provided in accordance with <b>paragraphs 3.8 to 3.10</b> of this Part L of <b>Schedule 1</b> to be paid by the Developer to the Council in accordance with the provisions of <b>paragraphs 3.12 to 3.14</b> of this Part L of <b>Schedule 1</b>
<b>“the Construction Work Placement Default Contribution”</b>	the sum of £804 in respect of each construction work placement required on site that is not provided in accordance with paragraph 3.11 of this Part L of <b>Schedule 1</b> to be paid by the Developer to the Council in accordance with the provisions of paragraph 3.15 of this Part L of <b>Schedule 1</b>
<b>“the Construction Apprentice Support Contributions”</b>	the Construction Apprentice Support Contribution (Detailed Element) the Construction Apprentice Support Contribution (Outline Element West) and the Construction Apprentice Support Contribution (Outline Element East) and “Construction Apprentice Support Contribution” means any one of them
<b>“the Construction Apprentice Support Contribution (Detailed Element)”</b>	the sum of £130,900 (one hundred and thirty thousand nine hundred pounds) being £1,700 per apprentice to be paid by the Developer 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 in respect of the Detailed Element
<b>“the Construction Apprentice Support Contribution (Outline Element West)”</b>	the sum of £83,300 (eighty three thousand three hundred pounds) being £1,700 per apprentice to be paid by the Developer 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 in respect of Outline Element West
<b>“the Construction Apprentice Support Contribution (Outline Element East)”</b>	the sum of £190,400 (one hundred and ninety thousand four hundred pounds) being £1,700 per apprentice to be paid by the Developer 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 in respect of Outline Element East
<b>“the Council’s Construction Skills Centre”</b>	King’s Cross Construction Skills Centre - Construction Camden Portal – or successor body, being the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry
<b>“the Construction Employment Skills and Supply Plan”</b>	a plan setting out a package of measures to be adopted by the Developer in order to maximise employment and procurement opportunities relating to the construction of the Development and for it to satisfy the obligations contained in <b>paragraph 2</b> of

this Part L of **Schedule 1** through (but not limited to) the following:

- (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;
- (b) targeting that a minimum of 20% of the construction vacancies are filled by local people residing in Camden;
- (c) providing 77 construction apprentices in respect of the Detailed Element of the Development, 49 construction apprentices in respect of Outline Element West and 112 construction apprentices in respect of Outline Element East all to be paid at a rate not less than the London Living Wage as set out at:  
<https://www.livingwage.org.uk/calculation>;
- (d) identifying the numbers of construction apprentices to be provided in respect of each Plot;
- (e) making provision during the Construction Phase for no less than 39 work placements of not less than four weeks each, across the whole of the Development, to be recruited through the Council's Construction Skills Centre and paid at a rate not less than the London Living Wage as set out at:  
<https://www.livingwage.org.uk/calculation>;
- (f) identifying the Plots in which the work placements are to be provided;
- (g) specify the number of end use apprenticeships and end use work placements to be provided in each Plot to be paid at a rate not less than the London Living Wage as set out at:  
<https://www.livingwage.org.uk/calculation>;
- (h) ensuring delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events in each of the Detailed Element, Outline Element West and Outline Element East 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;
- (i) ensuring that the Developer joins the Council's Inclusive Business Network and promoting this and good employment practice to occupiers;

- (j) ensuring that the Developer works with Camden Learning/STEAM on school engagement;
- (k) ensuring that the Developer works with Good Work Camden/the Council's Inclusive Economy Service to recruit to vacancies locally, and
- (l) ensuring that the Developer works with Good Work Camden/the Council's Inclusive Economy Service to offer specific opportunities to those furthest from the labour market, possibly through supported employment initiatives.

**"the Employment and Training Contribution"**

the sum of £17,911 (seventeen thousand nine hundred and eleven pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to support activities that create or promote opportunities for employment or training

**"Local Procurement Plan"**

a plan setting out a package of measures to be adopted by the Developer in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:

- (a) the incorporation of the measures set out in the Local Procurement Strategy annexed to this Part L of **Schedule 1**;
- (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;
- (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;
- (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.

**OPERATIVE PROVISIONS**

**1. EMPLOYMENT AND TRAINING CONTRIBUTION**

- 1.1 On or prior to the Implementation of the Detailed Element the Developer shall pay to the Council the Employment and Training Contribution.

1.2 The Developer shall not Implement or permit Implementation of the Detailed Element until such time as the Council has received the Employment and Training Contribution.

## **2. EMPLOYMENT SKILLS AND SUPPLY PLAN**

### **Construction of the Development**

2.1 Prior to the Implementation of the Detailed Element the Developer shall submit the Employment Skills and Supply Plan for the Detailed Element to the Council for approval such Employment Skills and Supply Plan to include proposals for how and when the apprenticeships and work placements during the construction of the Detailed Element shall be provided including (insofar as possible) how the apprenticeships and work placements are to be allocated between the Plots in the Detailed Element.

2.2 The Developer shall not Implement or permit Implementation of the Detailed Element unless and until the Employment Skills and Supply Plan for the construction of the Detailed Element has been approved by the Council in writing.

2.3 Prior to the Implementation of Outline Element West the Developer shall submit the Employment Skills and Supply Plan for Outline Element West to the Council for approval such Employment Skills and Supply Plan to include proposals for how and when the apprenticeships and work placements during the construction of Outline Element West shall be provided including (insofar as possible) how the apprenticeships and work placements are to be allocated between the Plots in Outline Element West.

2.4 The Developer shall not Implement or permit Implementation of Outline Element West unless and until the Employment Skills and Supply Plan for the construction of Outline Element West has been approved by the Council in writing.

2.5 Prior to Implementation of Outline Element East the Developer shall submit the Employment Skills and Supply Plan for Outline Element East to the Council for approval such Employment Skills and Supply Plan to include proposals for how and when the apprenticeships and work placements during the construction of Outline Element East shall be provided including (insofar as possible) how the apprenticeships and work placements are to be allocated between the Plots in Outline Element East.

2.6 The Developer shall not Implement or permit Implementation of Outline Element East unless and until the Employment Skills and Supply Plan for the construction of Outline Element East has been approved by the Council in writing.

2.7 Following each approval of the Employment Skills and Supply Plan the Developer shall ensure that the Development is constructed in compliance with the approved terms and requirements of each of the approved Employment Skills and Supply Plans (unless otherwise agreed in writing with the Council) provided that the Employment Skills and Supply Plans shall continue to be kept under review and may be varied or substituted with the written approval of the Council from time to time. In the event of material non-compliance with the Employment Skills and Supply Plan the Developer shall take any steps reasonably required by the Council to remedy such non-compliance.

## **3. LOCAL EMPLOYMENT**

3.1 On or prior to Implementation of a Plot in the Detailed Element to pay to the Council that part of the Construction Apprentice Support Contribution (Detailed Element) which relates to the number of apprentices in that Plot.

3.2 Not to Implement or permit Implementation of a Plot in the Detailed Element until such time as that part of the Construction Apprentice Support Contribution (Detailed Element) which relates to the number of apprentices in that Plot has been paid to the Council.

3.3 On or prior to Implementation of a Plot in Outline Element West to pay to the Council that part of the Construction Apprentice Support Contribution (Outline Element West) which relates to the number of apprentices in that Plot.

- 3.4 Not to Implement or permit Implementation of a Plot in Outline Element West until such time as that part of the Construction Apprentice Support Contribution (Outline Element West) which relates to the number of apprentices in that Plot has been paid to the Council in full.
- 3.5 On or prior to Implementation of a Plot in Outline Element East to pay to the Council that part of the Construction Apprentice Support Contribution (Outline Element East) which relates to the number of apprentices in that Plot.
- 3.6 Not to Implement or permit Implementation of a Plot in Outline Element East until such time as that part of the Construction Apprentice Support Contribution (Outline Element East) which relates to the number of apprentices in that Plot has been paid to the Council in full.
- 3.7 The Developer shall work in partnership with the Council's Construction Centre; and shall use reasonable endeavours throughout the Construction Phase to seek to ensure:
- 3.7.1 a minimum target of 20% of the construction vacancies across the Development as a whole are filled by local people residing in Camden is met or exceeded when recruiting construction-related jobs;
- 3.7.2 all main contractors and sub-contractors for sub-contracts provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Construction Skills Centre;
- 3.7.3 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 construction 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
- 3.7.4 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.
- 3.8 The Developer shall ensure that during the Construction Phase in respect of the Detailed Element no less than 77 construction apprentices shall be employed at the Detailed Element always ensuring each apprentice shall be:
- 3.8.1 recruited through the Council's Construction Skills Centre;
- 3.8.2 employed for the duration of the apprenticeship; and
- 3.8.3 paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>
- 3.9 Unless otherwise agreed in writing by the Council the Developer shall ensure that during the Construction Phase in respect of Outline Element West no less than 49 construction apprentices shall be employed at Outline Element West always ensuring each apprentice shall be:
- 3.9.1 recruited through the Council's Construction Skills Centre;
- 3.9.2 employed for the duration of the apprenticeship; and
- 3.9.3 paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
- 3.10 Unless otherwise agreed in writing by the Council the Developer shall ensure that during the Construction Phase in respect of Outline Element East no less than 112 construction

apprentices shall be employed at Outline Element East always ensuring each apprentice shall be:

- 3.10.1 recruited through the Council's Construction Skills Centre;
  - 3.10.2 employed for the duration of the apprenticeship; and
  - 3.10.3 paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
- 3.11 Unless otherwise agreed in writing by the Council the Developer shall ensure that during the Construction Phase of the Development as a whole no less than 39 paid work placements are provided at the Development in accordance with the approved Employment Skills and Supply Plans (which shall specify the number of work placements to be provided in each Element and shall be updated in accordance with **paragraph 2** above) 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>.
- 3.12 If the Developer is unable to provide the apprentices in accordance with the relevant approved Employment Skills and Supply Plan in respect of any Plot in the Detailed Element for reasons demonstrated to the reasonable satisfaction of the Council it shall:
- 3.12.1 pay the Council a Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided in the relevant Plot prior to first Occupation of that Plot in the Detailed Element; and
  - 3.12.2 shall not Occupy or permit Occupation of the relevant Plot in the Detailed Element until such time as the requisite Construction Apprentice Default Contribution (a Construction Apprentice Default Contribution for each individual apprentice placement not provided in respect of that Plot) has been paid in full.
- 3.13 If the Developer is unable to provide the apprentices in accordance with the relevant approved Employment Skills and Supply Plan in respect of any Plot in Outline Element West for reasons demonstrated to the reasonable satisfaction of the Council it shall:
- 3.13.1 pay the Council a Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided in the relevant Plot prior to first Occupation of that Plot in Outline Element West; and
  - 3.13.2 shall not Occupy or permit Occupation of the relevant Plot in Outline Element West until such time as the requisite Construction Apprentice Default Contribution (a Construction Apprentice Default Contribution for each individual apprentice placement not provided in respect of that Plot) has been paid in full.
- 3.14 If the Developer is unable to provide the apprentices in accordance with the relevant approved Employment Skills and Supply Plan in respect of any Plot in Outline Element East for reasons demonstrated to the reasonable satisfaction of the Council it shall:
- 3.14.1 pay the Council a Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided in the relevant Plot prior to first Occupation of that Plot in Outline Element East; and
  - 3.14.2 shall not Occupy or permit Occupation of the relevant Plot in Outline Element East until such time as the requisite Construction Apprentice Default Contribution (a Construction Apprentice Default Contribution for each individual apprentice placement not provided in respect of that Plot) has been paid in full.
- 3.15 If the Developer is unable to provide the work placements in accordance with **paragraph 3.11** of this Agreement and in accordance with the relevant approved



Employment Skills and Supply Plans for reasons demonstrated to the reasonable satisfaction of the Council it shall:

- 3.15.1 pay the Council the Construction Work Placement Default Contribution in respect of each individual work placement not provided in relation to the relevant Plot; and
  - 3.15.2 shall not Occupy or permit Occupation of a Plot until such time as the Construction Work Placement Default Contribution (based on the each individual workplace placement not provided) for that Plot has been paid.
- 3.16 Within one month of the Occupation of a non-residential unit in a Plot there shall be submitted to the Council for approval a proposal for the provision of end use apprentices for that unit (or notification that apprenticeships will not be provided in respect of that unit) and where apprenticeships are to be provided the apprentices shall:
- 3.16.1 be recruited through the Council's Inclusive Economy Team;
  - 3.16.2 be resident in the London Borough of Camden;
  - 3.16.3 be paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>;
  - 3.16.4 be employed for the duration of the apprenticeship;
  - 3.16.5 be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve their apprenticeship qualification; and
  - 3.16.6 be supervised by a member of staff within the completed Development

and thereafter the unit shall be Occupied and operated in accordance with the proposals approved in writing by the Council provided that such proposals may be updated from time to time with the written approval of the Council.

- 3.17 Within one month of the Occupation of a non-residential unit in a Plot, there shall be submitted to the Council for approval a proposal for the provision of work experience opportunities for that unit (or notification that work experience opportunities will not be provided in respect of that unit) and where work placements are to be provided they shall last for a minimum of one week each and be brokered through the Council's STEAM team and thereafter the unit shall be Occupied and operated in accordance with the proposals approved in writing by the Council provided that such proposals may be updated from time to time with the written approval of the Council.

#### 4. **LOCAL PROCUREMENT PLAN**

- 4.1 Prior to the Implementation of each of the Detailed Element, Outline Element West and Outline Element East the Developer shall submit to the Council for approval a Local Procurement Plan for the relevant Element.
- 4.2 The Developer shall not Implement nor permit Implementation of the Detailed Element, Outline Element West or Outline Element East until such time as the Council has approved in writing the relevant Local Procurement Plan for that Element.
- 4.3 The Developer shall use reasonable endeavours to ensure that throughout the Construction Phase of each of the Detailed Element, Outline Element West and Outline Element East the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Plan and in the event of non-compliance with this paragraph the Developer shall forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 4.4 The Developer 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 and shall supply to all non-residential occupiers of the Development a copy of the Council's Local Procurement Strategy and shall insert into leases and other agreements under which such non-residential units are occupied a requirement for the occupier to use reasonable endeavours to provide local suppliers with opportunities in accordance with the said Local Procurement Strategy.

## **ANNEX TO PART L OF SCHEDULE 1**

### **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 Developer 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 Developer, 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 Developer (or, if appropriate, the relevant contractor(s)) meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team (the "**Local Procurement Team**") at least one month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Developer, main contractor and subcontractors.

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

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

2.1.1 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.

2.1.2 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.

- 2.1.3 The main contractor is required to provide regular monitoring information to the Local Procurement Team every three months during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
- 2.1.3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
  - 2.1.3.2 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;
  - 2.1.3.3 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)
- 2.1.4 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 **paragraph 2.2** below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
- 2.1.5 The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
- 2.1.6 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**

- 2.2.1 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).
- 2.2.2 All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every three months during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
- 2.2.2.1 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.
  - 2.2.2.2 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 Developer 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 paragraphs contained in **paragraph 2** above, which will apply to them as the Developer, their main contractor and subcontractors.

**Facilities Management**

The Developer 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 Developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

## **SCHEDULE 2**

### **Plans**

[TO BE INSERTED]

## **SCHEDULE 3**

### **Draft Planning Permission**

[TO BE INSERTED]





- 4.3 The Developer agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Developer to the Council shall be binding on the Interest pursuant to Section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to **clauses 6.6, 6.7, 6.8 and 7** of the Principal Deed and subject to **clause 6.1** of this Deed, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Developer but also against any successors in title to or assignees of the Developer and any person claiming through or under it an interest or estate in the Interest as if the Developer had been an original covenanting party in respect of the Interest when the Principal Deed was entered into.
- 4.4 The Council covenants with the Developer in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.
- 4.5 TfL covenants with the Developer in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.
- 4.6 This Deed comes into effect on the date of this Deed.
- 4.7 To the extent that any planning obligations and other covenants, agreements and provisions in the Principal Agreement have already been satisfied in accordance with the terms of the Principal Agreement, such planning obligations and other covenants, agreements and provisions shall be deemed to be similarly so satisfied under the terms of this Deed.
- 4.8 No person shall be liable for any breach of the obligations, covenants and conditions contained in this Deed in relation to any Interest after they have disposed of (parted with) it, but without prejudice to the liability of such person for any breach occurring prior to its parting with such Interest.
5. **LOCAL LAND CHARGE**
- 5.1 This Supplemental Deed is a local land charge and shall be registered as such.
- 5.2 The Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing and completing this Supplemental Deed on or prior to the date of completion of its completion.
- 5.3 The Developer 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 Supplemental Agreement in the Charges Register of the title to the [freehold/leasehold interest(s) that are the subject of this Supplemental Deed] 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 [freehold/leasehold title(s) that are the subject of this Supplemental Deed].
6. **RELEASE**
- 6.1 The Developer will upon disposing of the whole or part of the Interest be released from all obligations and covenants under this Supplemental Deed in relation to the Interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written

Executed as a deed by affixing )  
the common seal of )

**THE COMMON SEAL OF THE MAYOR AND )**  
**BURGESSES OF THE LONDON )**  
**BOROUGH OF CAMDEN )**

in the presence of: )

Signature of director

Signature of director/secretary

Signed as a deed by)

**LS FINCHLEY ROAD LIMITED )**  
acting by two directors or )  
one director and its secretary )

Signature of director

Signature of director/secretary

Executed as a deed by affixing )  
the common seal of )

**DEUTSCHE TRUSTEE COMPANY LIMITED )**

in the presence of: )

Signature of director

Signature of director/secretary

[Executed as a deed by affixing )  
the common seal of )

**TRANSPORT FOR LONDON )**

in the presence of: )

Signature of director

Signature of director/secretary]

## SCHEDULE 5

### Covenants of the Council and TfL

1. The Council and TfL covenant with the Developer:
  - 1.1 to use the contributions received from the Developer pursuant to this Agreement only for the purposes specified within this Agreement;
  - 1.2 if any financial contribution made under this Agreement, or any part thereof, has not been spent or committed for expenditure within ten years from the date on which such contribution or part thereof was paid, then if requested in writing such contribution or part thereof which is unspent or uncommitted on the date of request shall be returned to the party that paid it together with any interest that has accrued thereon as soon as reasonably practicable and in any event within ten working days of such request;
  - 1.3 to issue the Planning Permission as soon as reasonably practicable and in any event within 48 hours of the date of the Agreement.
2. TfL covenants to operate and maintain the Bus Driver Toilet Facility to be constructed by the Developer in accordance with the provisions in paragraph 11.5 of Part I of **Schedule 1**, in perpetuity, and at TfL's cost, unless otherwise agreed in writing with the Council and the Developer.

Executed as a deed by affixing )  
the common seal of )  
**TRANSPORT FOR LONDON** )  
in the presence of: )

Signature of director

Signature of director/secretary

EXECUTED AS A DEED BY **LS FINCHLEY ROAD LIMITED**  
acting by

duly authorised by Land Securities Management Services Limited to sign on its behalf as director,  
and

duly authorised by LS Director Limited to sign on its behalf as director

Executed as a deed by affixing )  
the common seal of )  
**DEUTSCHE TRUSTEE COMPANY LIMITED** )  
in the presence of: )

Signature of director

Signature of director/secretary

Executed as a deed by affixing )  
the common seal of )  
**THE MAYOR AND BURGESSES OF** )  
**THE LONDON BOROUGH OF CAMDEN** )  
in the presence of: )

Signature of director

Signature of director/secretary