

Draft:

DATED

2023

(1) .BIG YELLOW SELF STORAGE COMPANY LIMITED

and

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

A G R E E M E N T

relating to land known as

Alpha House

Regis Road

London NW5 3EW

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011.

THIS AGREEMENT is made the day of 2023

B E T W E E N:

- A. **.BIG YELLOW SELF STORAGE COMPANY LIMITED** (Co. Regn. No. 05166173) whose registered office is at 2 The Deans Bridge Road, Bagshot, Surrey, GU19 5AT (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL541988.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner submitted the Planning Application and the Council received the Planning Application on 9 January 2023 and validated the Planning Application on 7 February 2023.
- 1.4 The Council issued a decision notice refusing planning permission pursuant to the Planning Application on 25 August 2023.
- 1.5 The Appeal has been lodged by the Owner with the Secretary of State against the Council's refusal of the Planning Application.
- 1.6 The Appeal will be considered by an inspector appointed by the Secretary of State and in the event that the inspector or the Secretary of State decided to uphold the Appeal and grant Planning Permission the Owner and the Council agree that planning permission should be granted subject to the planning obligations set out in this Agreement.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Affordable Workspace"	<p>A minimum of two of the offices shown indicatively on Plan 2A or Plan 2B (which can be changed from time to time provided always that two offices are available as Affordable Workspace subject to the terms of clause 4.11, and provided that this requirement shall at no time require the area of Affordable Workspace to be provided to exceed 114m² gross internal area) for use within Class E(g)(i) of the Use Classes Order to be provided during the Affordable Workspace Period which:</p> <p>(a) are to be made available for letting to micro, small or start up enterprises or Local Businesses;</p> <p>(b) can be divided into one or more collections of small units; and</p> <p>(c) are to be let at rents which are at least 50% below Commercial Market Rent.</p> <p>For the avoidance of doubt it shall be at the Owner's sole discretion to provide any more than two offices for Affordable Workspace purposes</p>
2.3	"the Affordable Workspace Marketing Period"	the period from the date of issue of the Certificate of Practical Completion until 24 months thereafter
2.4	"the Affordable Workspace Period"	ten (10) years from the Occupation Date
2.5	"the Affordable Workspace Marketing Strategy"	<p>a written strategy to be submitted to the Council which sets out (but is not limited to) the following:</p> <p>(a) the ways in which the Affordable Workspace has been made or will be made suitable for micro businesses, small businesses and start-up enterprises or Local Businesses;</p>

		(b) details of how the Affordable Workspace will be marketed to potential tenants/occupiers during the Affordable Workspace Marketing Period; and (c) details of charging and rental arrangements of the Affordable Workspace (including rent reviews).
2.6	"the Agreement"	this planning obligation made pursuant to this agreement
2.7	"the Appeal"	the appeal against refusal of the Planning Application allocated reference number [X]
2.8	"the Borough"	the London Borough of Camden
2.9	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.10	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.11	"Carbon Offset Contribution"	the sum of £1,303 (one thousand three hundred and three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.12	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.13	"Commercial Market Rent"	the rent or charge which either: a) is being charged for comparable floorspace within the Office Space (excluding the Affordable Workspace); or (if no such comparator is available) b) would be charged for comparable floorspace for use within Class E(g)(i) of the Use Classes Order;
2.14	"the Construction Apprentice Default Contribution"	the sum of £20,000 (twenty thousand pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision

2.15	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.16	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development; (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules

		<p>and amendments to normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste;</p> <p>(e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.17	"the Construction Management Plan Bond"	the sum of £16,000.00 (sixteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.
2.18	"the Construction Management Plan Implementation Support Contribution"	the sum of £10,116 (ten thousand one hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.19	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the Existing Buildings</p>

2.20	"the Contributions"	means the financial contributions payable by the Owner as defined in clauses [2.11, 2.14, 2.15, 2.17, 2.18 and 2.48] of this Agreement
2.21	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the Borough
2.22	"the Development"	demolition of the existing building and the construction of a self-storage facility (Use Class B8) and office space (Use Class E(g)(i)), together with vehicle and cycle parking and landscaping [Plans TBC]
2.23	"Development Employees"	employees employed by the Owner to work on a permanent basis (for at least two weeks) at the Development during its Operational Phase
2.24	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.6 and 4.7 of this Agreement through (but not limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies and work placement opportunities exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;</p> <p>(b) a commitment to regular and ongoing engagement with the Council's Inclusive Economy team to ensure that wherever possible local people are during the Construction Phase, with a 10% target for construction jobs to be filled by Local Residents;</p> <p>(c) measures intended to achieve the provision of one construction apprentice per £3 million build cost across the wider supply chain;</p>

		<p>(d) make provision for the promotion during the Construction Phase of work experience placements for Local Residents;</p> <p>(e) use reasonable endeavours to engage with local schools and other local educational organisations to promote awareness and interest in all elements of construction industry with a commitment to involve students in construction activities if practicable;</p> <p>(f) commit during the Construction Phase to following the Local Procurement Code and to using reasonable endeavours to work towards a local procurement target of 10% of total procurement value and include promotion of local businesses to construction workers</p>
2.25	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled Energy Assessment Ver 3.0 to achieve a 96.3% reduction in CO2 emissions beyond the Part L 2013 baseline (using SAP 10 emission factors);</p> <p>(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use a combination of complementary low and zero carbon technologies to target a minimum 86.2% Be Green stage reduction through renewables (all using SAP 10 emissions factors)</p>

		<p>(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made; - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network. <p>(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SBEM /DSM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the</p>
--	--	---

		<p>Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SBEM /DSM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.26	"the Existing Buildings"	the building existing on the Property as at the date of this Agreement which is to be demolished as part of the Development
2.27	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that the following works shall not comprise Implementation for the purposes of this Agreement: demolition, archaeological works, excavation, trial pits, site surveys, or soil surveys, site preparation or environmental preparatory works, groundworks or site decontamination, works for the provision of drainage or mains services or services diversion works to prepare the Property for development, the laying out of roads for construction

		<p>purposes; the erection of site buildings for construction purposes, and/or the erection of fencing, hoarding or boardings</p> <p>and references to "Implementation" and "Implement" shall be construed accordingly</p>
2.28	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.29	"Local Business" or "Local Businesses"	<p>means either a person, partnership, company or other business organisation which is principally based or has its head office in the Borough</p> <p>or a company which would qualify as small for the purposes of section 382 of the Companies Act 2006, i.e. satisfying two or more of the following criteria in a financial year:</p> <p>(a) turnover of not more than £10.2 million;</p> <p>(b) balance sheet total of not more than £5.1 million; and</p> <p>(c) number of employees of not more than 50,</p> <p>or a company which would qualify as a micro entity under section 384A of the Companies Act 2006, i.e. satisfying two or more of the following criteria in a financial year:</p> <p>(i) turnover of not more than £632,000;</p> <p>(ii) balance sheet total of not more than £316,000;</p> <p>(iii) number of employees of not more than 10,</p> <p>or any replacement statutory definition of a small company or micro entity from time to time as may be enacted.</p>
2.30	"the Local Procurement Code"	the code annexed to the Second Schedule hereto
2.31	"Local Resident"	a resident of the Borough
2.32	"Occupation Date"	the date of the first occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and the phrases

		"Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.33	"Office Space"	the units forming part of the Development which fall within Use Class E(g)(i) of the Use Classes Order within the area shown shaded blue on Plan 2A and Plan 2B
2.34	"the Operational Phase"	the use of the Development for the purposes authorised by the Planning Permission following Occupation of the Development
2.35	"the Parties"	the Council and the Owner
2.36	"Plan 1"	the Plan entitled "Site Location Plan" appended to this agreement at the Fourth Schedule
2.37	"Plan 2A"	the Plan entitled "First Floor Plan" appended to this agreement at the Fourth Schedule
2.38	"Plan 2B"	the Plan entitled "Second Floor Plan" appended to this agreement at the Fourth Schedule
2.39	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 7 February 2023 which was allocated reference number 2023/0093/P
2.40	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 7.1 hereof
2.41	"the Planning Permission"	the planning permission for the Development subject to conditions to be granted by the Secretary of State pursuant to the Appeal
2.42	"the Previous Agreements"	together: a s.106 agreement dated 22 April 2002 between (1) Alpha Jewels (London) Limited and (2) the Council; a s.106 agreement dated 9 December 2002 between (1) Recloose Limited and (2) the Council; and an agreement made pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 16 of the Greater London Council (General Powers) Act 1974 dated 7 March 1983 between (1) the

		British Railways Board and (2) the Council (as varied by a deed of variation dated 9 January 1984)
2.43	"the Property"	the land known as Alpha House, Regis Road, London, NW5 3EW the same as shown edged red on Plan 1 annexed hereto
2.44	"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities
2.45	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <ul style="list-style-type: none"> (a) achieve the targets set out in the submission document entitled BREEAM New Construction Pre-Assessment and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change), including the achievement of a BREEAM 'Excellent' rating (in accordance with BREEAM version 6.0); (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating; (c) details of maintenance and management relative to sustainability measures included in the Sustainability Plan; (d) measures to secure a post construction review of the Development by an appropriately qualified

		<p>recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.46	"the Travel Plan"	<p>the travel plan submitted in connection with the Planning Application with reference 22-0200 v3 dated August 2022 (as may be updated by the Owner and approved by the Council from time to time) which has the purpose of setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>a) the elements set out in the Third Schedule hereto;</p> <p>b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p>

		<p>d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>e) provision for the appointment of a Travel Plan Co-ordinator prior to the first Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.47	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.48	"the Travel Plan Monitoring Contribution"	<p>the sum of £10,392 (ten thousand three hundred and ninety two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for:</p> <p>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</p>

		(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners to be carried out over a five year period from the date of first Occupation of the Development
2.49	"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 in force at the date of this Agreement

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and (subject to clauses 3.2, 3.3, 3.4 and 8) against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Notwithstanding the foregoing clause 3.1 the obligations under this Agreement shall not be enforceable against any statutory undertaker and/or utilities provider which acquires part of the Property or an interest falling within the Property for the purposes of its statutory function or functions.
- 3.3 Notwithstanding the foregoing clause 3.1 the obligations under this Agreement shall not be enforceable against any individual purchasers or lessees of one or more of the individual offices within the Office Space or self-storage units comprised in the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee, save for the obligations in clause 4.4.3 (*Travel Plan*) to the extent they are relevant to such persons or entities (and for the avoidance of doubt in respect of mortgagees this is subject always to clause 8).

- 3.4 Notwithstanding the foregoing clause 3.1 and for the avoidance of doubt no obligations contained in this Agreement shall be enforceable against customers of the self-storage units.
- 3.5 The Parties hereto are satisfied that the terms of this Agreement comply in all respects with the requirements of Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 ("**CIL Regulations**") as amended in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development.
- 3.6 If the Secretary of State, in his decision letter, concludes that any of the planning obligations set out in this Agreement are incompatible with any one of the tests for planning obligations set out at Regulations 122 or 123 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Planning Application, then the relevant obligation shall, from the date of the decision letter, cease to have effect and the Owner shall be under no obligation to comply with them and shall have no further force or effect and shall not be enforceable against any of the Owner or its respective successors in title.
- 3.7 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.8 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.9 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.10 It is hereby agreed between the Parties that save for the provisions of clauses [1, 2, 3, 6.1, 7, 8 and 9] hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.11 The Owner save where the context states otherwise shall include its successors in title and in the case of the Council, the successors to the Council's respective statutory functions.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To use reasonable endeavours to ensure that upon first entering the Development each new Development Employee is informed of the Council's policy that Development Employees shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

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

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

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in clause 4.1.1 and 4.1.2 above will remain permanently but shall not apply in relation to users or customers of the self-storage units comprising part of the Development.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Implementation Support Contribution in full.

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

4.3 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving written notice of the details of the breach both in accordance with clause 7.1 and by email to sbeavis@bigyellow.co.uk or such other email address notified by the Owner to the Council from time to time.
- 4.3.4 The Owner must once notified by the Council in accordance with clause 4.3.3 acknowledge the notice within 2 working days of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
 - (b) where a breach is **disputed** provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.3.5 In the event the Owner does not comply with the obligations in **clause 4.3.4 (a) or (b)** the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause

Commented [IS1]: Does the Council have a standard Dispute Resolution clause that can be included in the agreement?

Commented [IS2]: To cross-refer to dispute resolution clause (once provided), as this should not apply until the dispute is resolved

4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

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

4.4 TRAVEL PLAN

- 4.4.1 On or prior to Occupation to pay to the Council the Travel Plan Monitoring Contribution.
- 4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has received the Travel Plan Monitoring Contribution in full.
- 4.4.3 The Owner covenants with the Council that after the Occupation Date the Owner shall for a period of five years from the Occupation Date not Occupy or permit Occupation of the relevant part of the Development at any time when that part of the Development is not being managed in accordance with the Travel Plan as may be updated by the Owner and approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall take any steps reasonably required by the Council to remedy such non-compliance within such reasonable period specified.

4.5 EMPLOYMENT AND TRAINING PLAN

- 4.5.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.5.2 Not to Implement nor permit Implementation of the Development until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.5.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan as may be updated by the Owner and approved by the Council from time to time and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any reasonable steps required to remedy such non-compliance within such reasonable period specified.

4.6 **LOCAL EMPLOYMENT**

4.6.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to use reasonable endeavours to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from Local Residents; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.6.2 The Owner shall ensure that at all times during the Construction Phase no less than one construction apprentice per £3 million build costs shall be employed at the Development across the wider supply chain always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks or, if shorter, the entirety of the period of the particular construction contract;
- (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation> ; and
- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.6.3 Notwithstanding the provisions in clause 4.6.2 of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees who are Local Residents and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction Centre.

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

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

4.6.6 If the Owner is unable to provide the apprentices in accordance with clause 4.6.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.7 **LOCAL PROCUREMENT**

4.7.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and

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

4.7.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.7.3 To use reasonable endeavours to ensure that the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any reasonable steps required to remedy such non-compliance within such reasonable period specified.

4.7.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.7.5 To advertise any job vacancies for sales assistant roles employed by .Big Yellow Self Storage Company Limited or any group company during the Operational Phase of the Development through the Council's job brokerage service.

4.7.6 To use reasonable endeavours to employ Local Residents in sales assistant roles employed by .Big Yellow Self Storage Company Limited or any group company during the Operational Phase of the Development.

4.8 **CARBON OFFSET CONTRIBUTION**

4.8.1 On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

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

4.9 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

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

4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the relevant part of the Development at any time when that part of the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as may be updated by the Owner and approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall take any steps reasonably required by the Council to remedy such non-compliance within such reasonable period specified.

4.10 **SUSTAINABILITY PLAN**

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

4.10.2 Not to Occupy the Development nor permit Occupation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.10.3 Within 9 months of Occupation a satisfactory post-completion review shall be submitted to and approved by the Council in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.10.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the relevant part of the Development at any time when that part of the Development is not being managed in accordance with the Sustainability Plan as may be updated by the Owner and approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event the Council identifies any material non-compliance it shall

give the Owner written notice of such non-compliance and the Owner shall take any steps reasonably required by the Council to remedy such non-compliance within such reasonable period specified.

4.11 AFFORDABLE WORKSPACE

- 4.11.1 Prior to the Occupation Date to submit the Affordable Workspace Marketing Strategy to the Council for approval.
- 4.11.2 Not to Occupy the Development until the Affordable Workspace Marketing Strategy has been approved by the Council (the “**Approved Affordable Workspace Marketing Strategy**”);
- 4.11.3 To implement and comply during the Affordable Workspace Period with the Approved Affordable Workspace Marketing Strategy as may be updated by the Owner and approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) in respect of the Affordable Workspace.
- 4.11.4 To use reasonable endeavours to market the Affordable Workspace during the Affordable Workspace Marketing Period in accordance with the Approved Affordable Workspace Marketing Strategy.
- 4.11.5 To let the Affordable Workspace to micro, small or start up enterprises or Local Businesses for the duration of the Affordable Workspace Period in accordance with the Approved Affordable Workspace Marketing Strategy.
- 4.11.6 Not to let or Occupy the Affordable Workspace unless such letting and Occupation is in accordance with the Approved Workspace Strategy.
- 4.11.7 To ensure that the Affordable Workspace is let at all times during the Affordable Workspace Period at rents which are at least 50 per cent below Commercial Market Rent.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows:-

5.1 CONSENTS

5.1.1 To agree that every consent, agreement or approval of the Council required to be given by the Council, such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

5.1.2 For the purposes of clause 5.1.1:

(a) the Council shall within 10 (ten) working days of an application seeking its agreement, consent or approval either:

- (i) confirm that it has received all the information reasonably necessary to make a decision; or
- (ii) identify the information it reasonably requires before it can make a decision;

(b) the Council shall keep the Owner reasonably informed at all times as to any reasons why the decision, agreement, consent or approval may be withheld or delayed, and shall provide the Owner with an opportunity to submit further information or to deal with any points of clarification in good time to avoid any delay to or withholding of any such agreement, consent or approval

(c) in circumstances where:

- (i) the Council has confirmed that it has received all information reasonably necessary to make a decision (pursuant to part (a) of this clause); or
- (ii) the Council has identified the information it requires before it can make a decision (pursuant to part (a) of this clause) and that information has been provided by the Owner to the Council; or
- (iii) the Council has failed to confirm within 10 (ten) working days whether it has all the information reasonably necessary to make a decision or identified the further information it reasonably requires (pursuant to part (a) of this clause)

then the Council shall make its decision in respect of its agreement, consent or approval to that application within 4 (four) weeks from the date that the relevant circumstance set out above applies. If the Council has not made its decision within this timescale then the Owner shall be entitled to proceed as if the Council's agreement, consent or approval in respect of that application has been provided.

5.1.3 The Owner shall at its discretion be permitted to withdraw and resubmit any documentation or information for the Council's approval if at any time it considers it prudent to do so and, in respect of each resubmission, the Council shall comply with the process set out at clause 5.1.2 on each occasion.

5.2 CONTRIBUTIONS

5.2.1 Not to use the Contributions received pursuant to this Agreement for the purposes other than those specified in this Agreement.

5.2.2 As soon as reasonably practicable upon receipt to pay such Contributions into a separately identified interest-bearing section of the Council's accounts (unless the Parties agree otherwise), such accounts bearing a reasonable rate of interest on deposits and from which the relevant Contribution together with its accrued interest can be identified from periodic statements until such time as such sums or amounts (or any part thereof) are required for the purposes identified in this Agreement.

5.2.2 Within twenty eight (28) days of receipt of a request in writing to provide the Owner with an account specifying how the Contributions received pursuant to this Agreement have been spent.

5.2.3 To repay to the payee any part of the Contributions not expended or committed by the Council within ten (10) years (or, in respect of the Travel Plan Monitoring Contribution, within five (5) years) of receipt pursuant to this Agreement together with all accrued interest on such a sum and for the avoidance of doubt the Contributions or any part of the Contributions shall for the purposes of this clause be deemed to have been committed if any contract has been entered into or any undertaking given (whether enforceable at law or otherwise) the performance or fulfilment of which will require the expenditure of funds in the future in respect of the purposes for which the Contributions were made.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2023/0093/P the date upon which the Development will be ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's reasonable expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2023/0093/P.
- 6.7 Payment of any contribution pursuant to clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that

payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2023/0093/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.

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

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

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

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/0093/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 and shall be sent to the Owner by post at 2 The Deans Bridge Road, Bagshot, Surrey, GU19 5AT and also sent by email to sbeavis@bigyellow.co.uk or such other email address which is notified to the Council from time to time.

- 7.2 This Agreement shall be registered as a Local Land Charge and the Council covenants with the Owner that following performance of all of the obligations contained in the Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of the this Agreement.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement within fourteen days of the completion of the Agreement.
- 7.4 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.
- 7.5 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property or any part thereof but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.6 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause 7.6) shall not have any effect until this Agreement has been dated.
- 7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before it is Implemented or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7.8 This Agreement shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Act as if this Agreement had been completed pursuant to such an application provided that the Council or the Owner shall require no change to the obligations within this Agreement (which is to be confirmed in writing).

7.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

7.10 Save where the context otherwise requires, nothing in this Agreement shall require the Owner to perform any obligation whatsoever in upon or under land outside the ownership of the Owner.

8. **MORTGAGEE EXEMPTION**

8.1.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner (or, as relevant the other parties referred to in clauses 3.2 and 3.3).

9. **RIGHTS OF THIRD PARTIES**

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

10. **PREVIOUS AGREEMENTS**

10.1 The Parties hereby agree that, from the Implementation Date, the Previous Agreements will be released to the extent that there remain any obligations outstanding in respect of the Property and the Previous Agreements will not be capable of being enforced by the Council in respect of the obligations relating to the Property.

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

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

.....

Authorised Signatory

Executed as a deed by)

.BIG YELLOW SELF STORAGE)
COMPANY LIMITED

acting by:) **Director**

.....)

and)

two directors / a director and its secretary) **Director/Secretary**

**THE FIRST SCHEDULE
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://beta.camden.gov.uk/web/guest/construction-management-plans>

Please use the Minimum Requirements (also available at the link above) 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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden community strategies and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 obligations attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local

procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

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

2.1 Actions & Responsibilities of Main Contractor

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

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

Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.

6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

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

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

THE THIRD SCHEDULE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

**THE FOURTH SCHEDULE
PLANS**

**PLAN 1 – SITE LOCATION PLAN
PLAN 2A – FIRST FLOOR PLAN
PLAN 2B – SECOND FLOOR PLAN**