Draft: 21 February 2024

**DATED 2024**

**(1) LAB SELKIRK HOUSE LIMITED**

**and**

**(2) SOLLIDON LIMITED**

**and**

**(3) Bentallgreenoak UK Secured Lending III S.A.R.L.**

**and**

**(4) THE MAYOR AND BURGESSES OF**

**THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

**relating to land known as**

**Selkirk House, 166 High Holborn, 1 Museum Street, 10- 12 Museum Street, 35-41 New Oxford Street and 16A-18 West Central Street, London WC1A 1JR**

**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**

Andrew Maughan

Borough Solicitor

London Borough of Camden

Town Hall

Judd Street

London WC1H 9LP

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G:case files/culture & env/planning/s106 Agreements (2023/2510/P)

CLS/COM/1800.2791

s106

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**THIS AGREEMENT** is made the day of 2024

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

1. **LAB SELKIRK HOUSE LIMITED** (incorporated in Guernsey) of Royal Chambers, St Julian’s Avenue, St Peter Port, Guernsey, GY1 4HP (hereinafter called “the First Owner”) of the first part
2. **SOLLIDON LIMITED** (incorporated in Isle of Man) of Fort Anne, South Quay, Douglas, Isle of Man, IM1 5PD(hereinafter called “the Second Owner”) of second part

the First Owner and the Second Owner are together referred to as “the Owner”

1. **Bentallgreenoak UK Secured Lending III S.A.R.L.** (incorporated in Luxembourg) of 5, Rue Heienhaff, L - 1736 Senningerberg, Luxembourg (hereinafter called “the Mortgagee”) of the third part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

* 1. The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Blue Land under Title Number NGL968066 subject to a charge to the Mortgagee.
  2. The First Owner is the freehold owner of and is interested in the Blue Land for the purposes of Section 106 of the Act.
  3. The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Red Land under Title Numbers 167107, 181376, 182812, 263883, 335102 subject to a charge to the Mortgagee.
  4. The Second Owner is the freehold owner of and is interested in the Red Land for the purposes of Section 106 of the Act.
  5. The Planning Application and Listed Building Application for the Development of the Property were submitted to the Council and validated on 27 June 2023 and the Council resolved to grant the Planning Permission and Listed Building Consent subject to the conclusion of this legal Agreement.
  6. The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
  7. The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
  8. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Numbers 167107, 181376, 182812, 263883, 335102 and NGL968066 and dated 1 June 2022 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

|  |  |  |
| --- | --- | --- |
|  | "the Act" | the Town and Country Planning Act 1990 (as amended) |
|  | “Additional Affordable Housing Unit” | the 3 bedroom Market Housing Unit shown edged [xx] on Plan [ ] to be delivered as an additional unit of Intermediate Rented Housing in accordance with Clause 4.29 |
|  | “Affordable Housing” | low-cost housing including Social Rented Housing, London Affordable Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
|  | “Affordable Housing  Units” | the 7 (seven) Intermediate Rented Housing Units and 12 (twelve) Social-Affordable Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |
|  | “Affordable Retail Space” | a total of 478 sqm of affordable retail space to be provided in the location shown on Plan 6 (unless otherwise agreed in writing by the Council) which shall be constructed in accordance with the Affordable Retail Space Specification and thereafter retained and managed for a period of 25 years in accordance with the Affordable Retail Space Management and Maintenance Plan by the Owner or by a Third Party Manager who has been approved by the Council in accordance with the terms of this Agreement |
|  | “Affordable Retail Space Management and Maintenance Plan” | a plan for the retention, maintenance and management of the Affordable Retail Space as affordable, flexible retail space for a period of 25 years for Affordable Retail Space Qualifying Occupiers with rents maintained at a 50% discount to open market rent levels of comparable units in the vicinity, such plan to include:     * 1. measures to ensure the Affordable Retail Space shall be made available for occupation and use as affordable space for Affordable Retail Space Qualifying Occupiers, including details of lease/licence arrangements (including rent levels, terms and conditions and review provisions); and   2. details of maintenance and management arrangements following completion of the Affordable Retail Space   provided that such Affordable Retail Space Management and Maintenance Plan may be updated from time to time with the written approval of the Council |
|  | “Affordable Retail Space Marketing Strategy” | a written strategy for the marketing of the Affordable Retail Space to Affordable Retail Space Qualifying Occupiers with the aims of (i) encouraging small local businesses into the Affordable Retail Space as an alternative to temporary space such as pop-up shops, market stalls and spaces booked by the hour; and (ii) the Affordable Retail Space being more accessible to local people and businesses and presenting a more diverse offer and active ground floor of the Development, such strategy to include details of:   * 1. the criteria for occupiers, with the aim of securing Affordable Retail Space Qualifying Occupiers;   2. any support packages for businesses and move‑on strategy;   3. a marketing campaign and how and for how long this will be carried out;   4. the detailed selection process including applicant interviews, how decisions are made, and how occupiers are notified;   5. details of lease/licence arrangements, including: * the process for agreeing and signing lease/licence agreements; * ensuring that a flexible approach is taken to lease/licence arrangements (for example, by providing for the possibility of shared risk/profit share, part/full waiver of service charges); * the proposed rent levels (which shall in all cases (unless otherwise agreed with the Council)) reflect a discount of 50% of the open market rent levels of comparable units in the vicinity) and how those levels will be reviewed; and * a summary of the other key terms of those lease/licence arrangements;   1. the means of undertaking marketing campaigns to promote future occupiers over the 25 year term including details of how and for how long this will be carried out; and   2. the publications in which marketing material and advertisements for the Affordable Retail Space shall be placed   provided that such Affordable Retail Space Marketing Strategy may be updated from time to time with the written approval of the Council |
|  | “Affordable Retail Space Qualifying Occupier” | means, unless otherwise agreed, either:   * 1. Camden based businesses or residents with fewer than 5 premises and/or an annual turnover of less than £1.5 million at the time of first Occupation (such figure to be indexed from the date of the Agreement on the same basis as set out in Clause 5.9 from the date of the Agreement); or   2. social enterprises or charity operated commercial businesses |
|  | “Affordable Retail Space Specification” | means a detailed design specification for the Affordable Retail Space such design to be drawn up in consultation with the Council (and in particular the Council’s Inclusive Economy team and Camden STEAM) and giving consideration to how the space will relate to and work with the remainder of the Development and the local area to incorporate the following requirements (unless otherwise agreed):   1. fitted to a reasonable standard so that the Affordable Retail Space is ready to receive final tenant specific fit out and furnishing to the specific business requirements of the intended user; 2. building shells suitable for class E (excluding (g) use); 3. all external windows and doors installed; 4. service connections for electricity, water and foul drainage as required; 5. extension of the mechanical and electrical services including small power sockets, functional lighting, heating and cooling; 6. insulation and finishes to the internal face of the external and core walls, screed finish to floor; 7. provision for installing or access to fully finished toilets; 8. signage zone(s) to receive tenant's signage to comply with planning requirements and landlord's design guidance. |
|  | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
|  | “Approved Architect” | means DSDHA of 357 Kennington Lane London, SE11 5QY or such other architect similarly experienced in the design and construction of high quality buildings to be retained by the Owner on reasonable commercial terms (the identify of such architect to have been the subject of consultation with the Council prior to their appointment and to be agreed with the Council and shall take account of the commercial context within which the Owner appoints such an architect) |
|  | “Approved Strategic Partner List” | means a list approved periodically by the Council and published on the Council’s website comprising Registered Providers that provide and manage Affordable Housing within the London Borough of Camden in accordance with the Council’s objectives for Affordable Housing |
|  | “Blue Land” | the land forming part of the Property and identified [outlined in/shaded [blue]] on Plan 2 |
|  | “Building” | means a building forming part of the Development |
|  | “the Burland Category of Damage” | an industry recognised category of structural damage as specified at para 4.29 of Camden Planning Guidance: Basements (as may be amended) and shown in Schedule Eight |
|  | “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 |
|  | "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 |
|  | “Carbon Offset Contribution” | the sum of £198,882 (one hundred and ninety-eight thousand eight hundred and eighty 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 towards off-site carbon reduction measures in the vicinity of the Development |
|  | “Central London Forward” | the strategic sub-regional partnership for Central London covering (as at the date of this Agreement) twelve local authorities established inter alia to ensure resident’s access the skills, jobs, homes, and support required to benefit from Central London’s economy |
|  | “the Certificate of Practical Completion” | the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed |
|  | “Commercial Development” | that part of the Development which does not comprise of Residential Units or ancillary residential space |
|  | “Construction Apprentice Default Contribution” | the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision |
|  | “Construction Apprentice Support Contribution” | the sum of £110,500 (one hundred and ten thousand five hundred pounds) being 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 |
|  | “Construction Management Plan” | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development (or relevant Plot) using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in Schedule Three hereto to ensure the Construction Phase (following the Demolition and Early Works) of the Development (or relevant Plot) 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):-   1. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development; 2. proposals to ensure the protection and preservation of the listed buildings during the construction of the Development; 3. proposals to ensure there are no adverse effects on the Conservation Area features during the construction of the Development; 4. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; 5. amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); 6. the inclusion of a waste management strategy for handling and disposing of construction waste; and 7. 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 |
|  | “the Construction Management Plan Bond” | the sum of £31,497 (thirty one thousand four hundred and ninety seven 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 4.5 |
|  | “the Construction Management Plan Implementation Support Contribution” | the sum of £29,943 (twenty nine thousand nine hundred and forty 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 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 in respect of the construction of the Development |
|  | "the Construction Phase” | the whole period between   1. the Implementation Date and 2. the date of issue of the Certificate of Practical Completion   and for the avoidance of doubt includes the Demolition and Early Works |
|  | “Construction Phase Working Group” | a working group to be convened in accordance with the requirements of Clause 4.6 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of the management of the Construction Phase of the Development so as to minimise disruption, damage to amenity and the environmental effect on the local community |
|  | “the Construction Work Placement Default Contribution” | the sum of £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision |
|  | “the Council’s Considerate Contractor Manual” | the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden |
|  | “the Council’s Construction Skills Centre” | the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry |
|  | “Cycle/E-scooter Hire Parking Contribution” | means the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards providing additional capacity for the parking of dockless rental e-bikes and rental e-scooters in the local area (e.g., by expanding existing bays and providing additional bays) |
|  | “Defects Liability Period” | such period of time following practical completion of the Development (or part) in which a contractor may remedy defects as may be included in the building contract for the Development (or relevant part) |
|  | “Deferred Affordable Housing Contribution” | the sum of £1,950,000 (one million nine hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden |
|  | “Deficit” | a negative figure or figure of zero calculated from a Post Construction Viability Assessment by generating the residual profit and subtracting a fixed target Development profit at 15.13% of GDV |
|  | “Demolition and Early Works Management Plan” | a plan setting out the measures that the Owner will adopt in undertaking the Demolition and Early Works using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in Schedule Three hereto to ensure the Demolition and Early Works 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):-   1. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the Demolition and Early Works; 2. proposals to ensure the protection and preservation of the listed buildings while the Demolition and Early Works are being carried out; 3. proposals to ensure there are no adverse effects on the Conservation Area features as a result of the Demolition and Early Works; 4. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; 5. amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); 6. the inclusion of a waste management strategy for handling and disposing of waste in connection with the Demolition and Early Works; and 7. 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; |
|  | “the Demolition and Early Works Management Plan Bond” | the sum of £31,497 (thirty one thousand four hundred and ninety seven 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 Demolition and Early Works Management Plan following the procedures set out in clause 4.4 |
|  | “the Demolition and Early Works Management Plan Implementation Support Contribution” | the sum of £29,943 (twenty nine thousand nine hundred and forty 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 for the review and approval of the draft Demolition and Early Works Management Plan and verification of the proper operation of the approved Demolition and Early Works Management Plan during the Construction Phase in respect of the Demolition and Early Works |
|  | “Deliveries and Servicing Management Plan”[[1]](#footnote-1) | a plan submitted by the Owner and approved by the Council (as may be varied by agreement between the Owner and the Council from time to time) setting out a package of measures to be adopted by the Owner for the management of the deliveries and servicing to each Plot of the 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:-   1. a requirement for delivery vehicles to unload from a specific suitably located area; 2. details of the person/s responsible for directing and receiving deliveries to the relevant Plot; 3. measures to seek to avoid a number of delivery vehicles arriving at the same time; 4. likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts and hindrance to the flow of traffic on the public highway; 5. likely nature of goods to be delivered; 6. the likely size of the delivery vehicles entering each Plot; 7. 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; 8. measures taken to address servicing movements on and around the Development with a view inter alia to combining and/or reducing servicing and minimise the demand for the same; 9. provision of swept path drawings to ascertain manoeuvring when entering and exiting the Development; 10. details of arrangements for refuse storage and servicing; 11. reasonable measures to manage deliveries to the Development and the site staff employed within the Development with a view to minimising the impact of such deliveries on residential amenity; 12. areas for delivery riders to pull in and wait and measures to ensure that delivery riders cause minimal disturbance and disruption to occupiers; 13. commitments ensuring the implementation of a pre-booking system; 14. commitments to employ FORS registered suppliers/ operators who have at least achieved ‘Silver’ level accreditation or higher; 15. measures to encourage servicing and delivery by bikes where it is practically possible; and 16. identifying means of ensuring the provision of information to the Council to monitor the implementation of the Deliveries and Servicing Management Plan on an annual basis for a period of five (5) years following first Occupation of each Plot; |
|  | “Demolition and Early Works” | means (unless otherwise agreed in writing) the works comprising:  (a) the taking down of structures, clearance and removal of the Existing Buildings (or any part thereof but excluding internal non-structural works of removal) at the Property which are to be demolished pursuant to the Development;  (b) all piling works; and  (c) any construction works in the basements of the Property; |
|  | “Detailed Basement Construction Plan” | a plan setting out detailed information relating to the design and construction of the relevant basement forming part of the Development with a view to minimising any or all impacts of the basement construction on neighbouring properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and neighbouring properties as described in the basement impact assessment entitled “Basement Impact & Structural Impact Assessment” dated June 2023 prepared by Heyne Tillett Steel submitted with the Planning Application and to include the following key stages:-   1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the relevant basement forming part of the Development (“the Basement Design Engineer”) and for details of the appointment to be submitted to the Council for written approval (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and 2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to use reasonable endeavours to ensure the following:- 3. that the design plans have been undertaken in accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the relevant basement of the Development and using appropriate modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties; and 4. that the result of these appropriately conservative figures are used so that that the basement construction will be undertaken in a manner which seeks to avoid any impact on the structural integrity of the neighbouring properties beyond “Slight” with reference to the Burland Category of Damage; and 5. having confirmed that the design plans have been undertaken in accordance with this Agreement, to provide a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan: 6. reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the neighbouring properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for satisfactory details to be obtained if detailed structural appraisal and conditions surveys are not undertaken in full or part); 7. a method statement detailing the proposed method of ensuring the safety and stability of neighbouring properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works; 8. detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties prepared by the Basement Design Engineer for all elements of the relevant groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works; 9. the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body; 10. measures to ensure the on-going maintenance and upkeep of the relevant basement forming part of the Development and any and all associated drainage and/or ground water diversion measures in order to maintain structural stability of the Property the neighbouring properties and the local water environment (surface and groundwater); 11. measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and 12. amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements; and 13. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the relevant basement forming part of the Development (“the Certifying Engineer”) and for details of the appointment of the certifying engineer to be submitted to the Council for written approval; and 14. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans; and 15. only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in accordance with the terms and clauses of this Agreement; and 16. the Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council’s consideration of the submitted plan |
|  | "the Development" | redevelopment of Selkirk House, 166 High Holborn and 1 Museum Street following the substantial demolition of the existing NCP car park and former Travelodge Hotel to provide a mixed-use scheme, providing office, residential, and town centre uses at ground floor level. Works of part-demolition and refurbishment to 10-12 Museum Street, 35-41 New Oxford Street, and 16A-18 West Central Street to provide further town centre ground floor uses and residential floorspace, including affordable housing provision. Provision of new public realm including a new pedestrian route through the site to link West Central Street with High Holborn. Relocation of cycle hire docking stations on High Holborn as shown on drawing numbers:-      [[2]](#footnote-2) |
|  | “Disabled Parking Bay Contribution” | means the sum of £3,500 (three thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of an on-street disabled parking bay in the vicinity of the Development |
|  | “Early Stage Review Contribution” | a financial contribution to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden, which shall not exceed an amount that would equate to the financial cost of providing the Additional Affordable Housing Unit as an Intermediate Rented Housing unit rather than a Market Housing Unit |
|  | “the Employment and Training Contribution” | the sum of £111,531 (one hundred and eleven thousand five hundred and thirty one 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 to support activities that create or promote opportunities for employment or training |
|  | “the Employment Skills and Supply Plan” | a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations contained in clause 4.22 of this Agreement through (but not be 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 14 days through the Council’s Construction Centre;  (b) during the Construction Phase to ensure at least 20% of the onsite workforce is comprised of local people residing in Camden;  (c) to ensure the provision of 65 construction apprentices;  (d) make provision during the Construction Phase for no less than 11 work placements;  (e) ensure delivery of a minimum of two supplier capacity building workshops/”Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;  (f) ensure delivery of a minimum of 2 end use apprenticeships; and  (g) commit to following the Local Procurement Plan |
|  | “the Energy Efficiency and  Renewable Energy Plan” | a strategy setting out a package of measures to be adopted by the Owner in the management of the relevant Plot with a view to reducing carbon energy emissions through (but not be limited to) the following:-   * 1. the incorporation of the measures for the Plot set out in the Energy Statement Rev 11 dated 1 June 2023 produced by Scotch Partners and submitted as part of the Planning Application;   2. to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions across the Development;   3. to achieve an overall reduction in on-site carbon emissions beyond the Part L 2021 baseline for the Plot as set out in Schedule Nine;   4. a minimum Be Lean stage reduction through energy efficiency for the Plot as set out in Schedule Nine;   5. a minimum Be Green stage reduction through on site renewable energy for the Plot as set out in Schedule Nine with calculations to be made in accordance with paragraph 8.11 of the Council’s Local Plan (so that reductions should be calculated from the regulated CO2 emissions of the Plot after all proposed energy efficiency measures (Be Lean) and any CO2 reduction from non-renewable decentralised energy (e.g. CHP) measures (Be Clean) and using the tonnages from the GLA  spreadsheets which calculate Be Green savings against the ‘baseline’);   6. further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Plot’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;   7. 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:   (i) 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 at a later date;  (ii) the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;  (iii) provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the local energy network would be made;   * 1. 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 |
|  | “Energy Monitoring Portal” | the ‘Be seen’ webpage of the GLA’s website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace it |
|  | “the Existing Buildings” | the buildings existing on the Property as at the date of this Agreement |
|  | “External Consultant” | the external consultant appointed by the Council to assess any viability information submitted pursuant to Clause 4.29 |
|  | “Flexible Ancillary Workspace” | a total of 186 sqm of affordable flexible workspace (Class E), to be delivered in the One Museum Street Plot in the location shown on Plan 8 (unless otherwise agreed by the Council in writing) in accordance with the Flexible Ancillary Workspace Specification (as approved by the Council) and thereafter retained and managed as affordable flexible workspace for a period of 25 years in accordance with the Flexible Ancillary Workspace Management and Maintenance Plan by the Owner or by a Third Party Manager who has been approved by the Council in accordance with the terms of this Agreement |
|  | “Flexible Ancillary Workspace Management and Maintenance Plan” | a plan for the retention, maintenance, management and advertising of the Flexible Ancillary Workspace as affordable, flexible workspace available to be booked and used for free by Flexible Ancillary Workspace Qualifying Occupiers for 20% of office hours (Monday to Friday 8:00am to 6:00pm), evenings and weekends, such plan to include:   * 1. measures to ensure the Flexible Ancillary Workspace shall be made available for occupation and use as affordable space for Flexible Ancillary Workspace Qualifying Occupiers, including details of the booking process and the terms on which access will be provided; and   2. details of maintenance and management arrangements following completion of the Flexible Ancillary Workspace; and   3. details of the advertising that will be carried out to ensure that Flexible Ancillary Workspace Qualifying Occupiers are made aware of the availability of the space   provided that such Flexible Ancillary Workspace Management and Maintenance Plan may be updated from time to time with the written approval of the Council |
|  | “Flexible Ancillary Workspace Qualifying Occupier” | means, unless otherwise agreed:   * 1. any Camden based or with a substantial presence in Camden community organisation, social enterprise or charity such as schools, constituted community groups, theatres and local cultural institutions;   2. any Camden based or with a substantial presence in Camden micro or small business with fewer than 50 employees; or   3. any Affordable Retail Space Qualifying Occupier |
|  | “Flexible Ancillary Workspace Specification” | means a detailed design specification for the Flexible Ancillary Workspace such design to be drawn up in consultation with the Council (and in particular the Council’s Inclusive Economy team and Camden STEAM) and giving consideration to how the space will relate to and work with the remainder of the Development and the local area to incorporate the following requirements:   1. space fitted to a reasonable standard so that the Flexible Ancillary Workspace is ready for Occupation; 2. a building shell with decorative finish suitable for events/meeting rooms and furnished ready to be operated for its intended use; 3. all external windows and doors installed; 4. all internal windows, doors and partitions installed 5. service connections for electricity, water and foul drainage as required; 6. mechanical and electrical services including small power sockets, lighting, heating and cooling; 7. Insulation (if required) and finishes to walls; 8. use of fully finished toilets; 9. flexible seating and other loose furniture required for its intended use; 10. provision of AV including screen(s) and associated services; |
|  | “High Holborn Plot” | the land comprised within the [Blue Land] identified [outlined in/shaded [xxxx]] on Plan 3 |
|  | “Highway Contribution” | the sum of £209,700 to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property and required due to the Development such works to comprise the following (“the Highways Works”):-   1. remedial works to the Public Highway required as a direct result of the Development including the repair of carriageway and footway directly adjacent to the Property as a result of damage due to the proposed demolition and construction works; 2. construction of a new vehicular crossover on High Holborn to provide access to the on-site servicing yard; 3. removal of redundant vehicular crossovers on Museum Street and West Central Street; 4. repaving the footways directly adjacent to the site on High Holborn and Museum Street; 5. repaving the carriageway and footways on West Central Street in high quality materials, similar to those used earlier in 2023 on the northern end of Shaftesbury Avenue between New Oxford Street and Grape Street; 6. amendments to existing traffic management orders on West Central Street; 7. installation of 18 Sheffield stands (or similar) directly adjacent to the site on High Holborn (7), Museum Street (7), and New Oxford Street (4); and 8. any other works the Council acting reasonably requires as a direct result of the Development   All works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs |
|  | "the Implementation  Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and “Implement” shall be construed accordingly |
|  | ““Intermediate Rented Housing” | Affordable Housing that is available for rent above target rents but substantially below open market levels and occupied on the following basis:-   1. it complies with the requirements set out for housing of this type in the Mayor of London’s “Homes for Londoners Affordable Homes Programme 2021-2026 and successor documents; 2. 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); 3. it provides housing where the annual housing costs for each Intermediate Rented Housing Unit (including rent and service charge) 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 set out by the London Plan 2021 or its successor policies and subject to update by the London Plan Annual Monitoring Report; and 4. are let at rents no higher than the rent benchmarks published by the GLA annually in accordance with Mayor of London's Funding Guidance "Affordable Homes Programme 2021-2026" as updated from time to time or successor funding guidance as applicable, which at the date of this Agreement are £172 per week for studio units and £229 per week for 1-bedroom units and £269 per week for 2-bedroom (3 person) units and £323 per week for 2-bedroom (4 person) units in gross total rent, subject to annual rent increases during the term of a tenancy not exceeding the annual increase in the Consumer Price Index +1% from the date of Occupation; and 5. 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” | the 7 (seven) units of Intermediate Rented Housing forming part of the Development comprising 7 (seven) one-bedroom 2 person units the same as shown edged [xx] on Plan 7 |
|  | “Legible London” | 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 |
|  | “Legible London Contribution” | the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement for the provision of the Legible London Signs |
|  | “Legible London Signs” | the TfL’s Legible London wayfinding signs designed to provide better information throughout London for pedestrians |
|  | “Levels Plans” | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway |
|  | “Listed Building Application” | an application for listed buildings consent submitted to the Council and validated on 27 June 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/2653/L subject to conclusion of this Agreement |
|  | “Listed Building Consent” | listed buildings consent granted for the works sought in the Listed Building Application |
|  | “Local Procurement Plan” | a plan setting out a package of measures to be adopted by the Owner in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:   1. the incorporation of the measures set out in the Local Procurement Strategy annexed in Schedule 5 hereto; 2. 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; 3. 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; and 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; |
|  | “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, such that homes provided:-   1. are let at rents no higher than the rent benchmarks published by the GLA annually in accordance with Mayor of London's Funding Guidance "Affordable Homes Programme 2021-2026" as updated from time to time or successor funding guidance as applicable, which for the financial year 2022/23 (exclusive of service charge) are £168.34 per week for 1-bedroom units £178.23 per week for 2-bedroom units £188.13 per week for 3-bedroom units £198.03 per week for 4-bedroom units and £207.93 per week for 5-bedroom units, or if no such benchmark rents have been published by the GLA in the last 12 months, the latest relevant benchmark rents published by the GLA plus any increase permitted by the Regulator; 2. 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; 3. are consistent with the requirements set out for Affordable Housing for Rent in the National Planning Policy Framework and successor documents; 4. 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   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 the London Affordable Rented Housing units |
|  | “Main Works Contract” | means a binding contract with a builder or construction company for the development of the Property that contains an obligation on the part of the contract to commence superstructure works as soon as reasonably practicable following completion of the Demolition and Early Works and thereafter to proceed with the Development subject to standard force majeure provisions |
|  | “Market Housing Unit” | means a Residential Unit that is not provided as Affordable Housing |
|  | "Occupation Date" | the date when any part of the Development is occupied and the phrases “Occupy”, “Occupied” and “Occupation” shall be construed accordingly |
|  | “Off Site Cycle Parking Contribution” | means the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards considering potential locations for and provision of a further 15 Sheffield stands (or similar) on the public highway in the vicinity of the Property |
|  | “One Museum Street Plot” | the land comprised within the [Blue Land] identified [outlined in/shaded [xxxx]] on Plan 3 |
|  | “Original Viability Assessment” | the viability assessment entitled "Addendum to Financial Viability Assessment - Selkirk House, 166 High Holborn and 1 Museum Street, 10-12 Museum Street, 35-41 New Oxford Street and 16A-18 West Central Street, London, WC1A 1JR" dated 1 June 2023 and commissioned by the Owner and produced by Gerald Eve and submitted on the Owner’s behalf as amended in accordance with the Independent Viability Review dated 27 July 2023 commissioned by the Council and produced by BPS Chartered Surveyors |
|  | “the Parties” | mean the Council the First Owner the Second Owner and the Mortgagee |
|  | “Pedestrian Cycling and Environmental Improvements Contribution” | the sum of £1,200,000 (one million two hundred thousand pounds) to be paid by the Owner to the Council in two 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 vicinity of the Property to include but not be limited to the following projects:   1. public realm improvements on Museum Street between High Holborn and New Oxford Street to complement the development public realm proposals including pavement widening and reducing the road to one lane of traffic; 2. public realm improvements on the section of High Holborn between Kingsway and Shaftesbury Avenue including new and improved pedestrian crossings at the junctions with Drury Lane/Museum Street, Southampton Place, and Kingsway; 3. public realm improvements on the section of New Oxford Street between High Holborn and Museum Street including part pedestrianisation and timed road closure traffic restrictions, and junction improvements at High Holborn and New Oxford Street; 4. public realm improvements on New Oxford Street at the junction with Bloomsbury Way including pavement widening on the south side of New Oxford Street; 5. public realm improvements on Drury Lane between Great Queen Street and High Holborn including green infrastructure improvements; and 6. public realm improvements on Museum Street between Bloomsbury Way and Great Russell Street including timed road closure traffic restrictions and Opportunities for new and enhanced public spaces |
|  | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 27 June 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/2510/P subject to conclusion of this Agreement |
|  | “Planning Obligations Monitoring Officer” | a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof |
|  | "the Planning  Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto |
|  | “Plots” | means the High Holborn Plot, the One Museum Street Plot, the Vine Lane Plot and the West Central Street Plot and “Plot” means any one of them |
|  | “Viability Assessment”[[3]](#footnote-3) | an open book assessment to be carried out by the Owner in respect the entire Development pursuant to Clause 4.29 (the “Early Stage Viability Assessment”) and/or Clause 4.30 (the “Post Construction Viability Assessment”) and submitted to the Council in accordance with the terms of this Agreement such assessment to:  (i) generate the residual profit remaining after inserting a fixed price equal to the Benchmark Land Value of £49,801,000 (forty nine million eight hundred and one thousand pounds);  (ii) employ the same method and sequence of calculation and be presented in the same form as the Original Viability Assessment unless otherwise agreed by the Council in writing  (iii) employ the same numerical and/or percentage values (as the case may be) as the Original Viability Assessment including a finance interest rate of 6.5% on debits unless otherwise agreed by the Council in writing save in relation to evidence of the actual sales values or rental levels achieved on initial sale or letting of the accommodation comprised in the Development up to the time such sales values or rental levels are realised and estimates of initial sales values and initial levels to be realised in future and in relation to evidence of actual construction costs, fees and other costs including payment of the Community Infrastructure Levy and financial planning obligations other than the Deferred Affordable Housing Contribution up to the time such costs are incurred and estimates of such costs to be incurred in future;  with a view inter alia to evidence to the Council’s reasonable satisfaction the difference between the residual profit of the Development and a fixed target Development profit at 15.13% of GDV, such assessment shall include (but not be limited to) the following:-  (a) a solicitors certification providing an explicit duty of care to the Council and confirming any transactions establishing initial sales values and rental levels were arm’s length third party bona fide transactions and not:-   * 1. designed to reduce the revenue received from sales of the Market Housing Units;   2. confined to transactions between the Owner and subsidiary companies of the Owner;   3. transactions between the Owner and its employees; or   4. transactions including deferred consideration coverage or loans or finance deals from the Owner;   (b) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;  (c) any further information the Council acting reasonably requires |
|  | "the Property" | the land known as Selkirk House, 166 High Holborn, 1 Museum Street, 10- 12 Museum Street, 35-41 New Oxford Street and 16A-18 West Central Street, London WC1A 1JR comprising the Red Land and the Blue Land the same as shown edged red on Plan 1 annexed hereto |
|  | “Public Highway” | any carriageway footway and/or verge adjoining the Property maintainable at public expense |
|  | “Public Open Space Contribution” | the sum of £71,290 (seventy one thousand two hundred and ninety 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 providing new (or enhancing existing) public open space, public realm and green infrastructure projects in the vicinity of the Property |
|  | “Public Realm” | the 1,083 sqm of public realm (as identified on Plan 9 annexed hereto) to be delivered and managed as part of the Development in accordance with the Public Realm Plan |
|  | “Public Realm Plan” | a plan setting out how the Public Realm is to be delivered and managed as part of the Development, ensuring that it is made available for year round public use and managed cleaned and maintained to a high quality and securing:   1. illustrative timetable and phasing of delivery of each part of the Public Realm (including all hard and soft landscaping); 2. details of the body or persons appointed by the Owner to ensure that the Public Realm is properly managed and maintained; 3. measures to ensure hard and soft landscaping, including plantings and trees are maintained and replaced when damaged; 4. measures to ensure that the spaces are regularly swept for litter and cleaned and litter bins are regularly emptied and lighting is kept in good working order; 5. measures to ensure monitoring of the use and safety of Vine Lane during night-time hours and if necessary mitigation measures to ensure that anti-social behaviour is minimised; 6. free public accessibility to the Public Realm for members of the public 24 hours a day every day, all year round for the lifetime of the Development (subject to the provisions contained within clause 4.27.5); 7. details of any regulations rules or restrictions which are proposed to be applied by the Owner 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; and   identifying means of ensuring the provision of information to the Council to monitor the implementation of the Public Realm Plan on an annual basis for a period of five (5) years following first Occupation of the Development |
|  | “Red Land” | the land forming part of the Property and identified [outlined in/shaded [red]] on Plan [xx] |
|  | “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 |
|  | “Regulator” | means the Regulator of Social Housing and any successor organisation |
|  | “Reportable Unit” | a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential) |
|  | “Reportable Unit (Energy Centre)” | either a connection to a third-party district heating network, a self-contained energy centre servicing multiple residential/non-residential properties (within the Property) or a self-contained energy system serving multiple residential properties (within a Plot or Building) |
|  | “Reportable Unit (Residential)” | an individual Plot or Building of five or more flats or a group of five or more houses |
|  | “Reportable Unit (Non-Residential)” | a Building with a single occupier/tenant (including block of flats’ communal areas) or a Building with multiple tenants |
|  | “Residential Development” | that part of the Development comprising Residential Units and ancillary residential space |
|  | “Residential Units” | the Market Housing Units and the Affordable Housing Units |
|  | “Residents Parking Bay” | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated |
|  | "Residents Parking Permit" | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays |
|  | “Social-Affordable Rented Housing” | Affordable Housing that is to be provided and occupied as either London Affordable Rented Housing or Social Rented Housing as agreed by the Council in writing |
|  | “Social-Affordable Rented Housing Units” | the 12 units of Social-Affordable Rented Housing forming part of the Development comprising 4 x one-bedroom 2 person units, 3 x two-bedroom 3 person units, 3 x two-bedroom 4 person units, 1 x four-bedroom 8 person unit and 1 x five-bedroom 7 person unit the same as shown edged [xxxx] on Plan 7 |
|  | “Social Rented Housing” | Affordable Housing units available for rent 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 and the government’s Policy Statement on Rents for Social Housing (or successor policies);  (c) comply with the requirements of the Mayor of London’s Funding Guidance “Homes for Londoners Affordable Homes Programme 2021-26” or successor funding guidance as applicable;  (d) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews);  (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 |
|  | “Substantial Implementation Date” | the date of commencement of construction works at the Property which are not Demolition and Early Works or enabling works and “Substantially Implement” and “Substantial Implementation” shall be construed accordingly |
|  | “Substantial Implementation Target Date” | 36 months from but excluding the date of grant of the Planning Permission |
|  | “Surplus” | a positive figure calculated from a Post Construction Viability Assessment by generating the residual profit and subtracting a fixed target Development profit at 15.13% of GDV |
|  | “the Sustainability Plan” | a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development of a Plot in its fabric and in its subsequent management and occupation which shall:-   1. include the incorporation of the relevant measures for the Plot set out in the Sustainability Statement dated June 2023 produced by Scotch Partners and submitted as part of the Planning Application; 2. achieve the 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); 3. where relevant, achieve a maximum internal domestic water use of 105 litres/person/day, allowing 5 litres/person/day for external water use; 4. include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Plot with (unless otherwise agreed in writing) a target of achieving the scores and credits set out in Schedule Ten 5. include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Plot certifying that the measures incorporated in the Sustainability Plan are achievable in the Development of the Plot and satisfy the aims and objectives of the Council’s strategic policies on sustainability contained within its Development Plan; 6. details of maintenance and management relative to sustainability measures included in the Sustainability Plan; 7. measures to secure a post construction review of the Development of the Plot by an appropriately qualified recognised and independent professional in respect of the Plot (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development of the Plot and will be maintainable in the Plot’s future management and occupation; and 8. 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 |
|  | “Third Party Manager” | a person, company or other entity that may assume responsibility for the management and maintenance of the Flexible Ancillary Workspace in accordance with clauses 4.26.6 and 4.26.7 of this Agreement |
|  | “TfL” | means Transport for London |
|  | “TfL Cycle Hire Docking Station Relocation Agreement” | means the agreement to be entered into between the Owner and TfL for the carrying out of the TfL Cycle Hire Docking Station Relocation Works; |
|  | “TfL Cycle Hire Docking Station Relocation Works” | means the works to be carried out pursuant to the TfL Cycle Hire Docking Station Relocation Agreement in connection with the relocation of the Santander cycle hire docking station on High Holborn identified [ ] on Plan 10 annexed to this Agreement |
|  | “Travel Plan” | means a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-the elements set out in the Third Schedule hereto;   * + 1. the elements set out in Schedule 4 hereto     2. provision for an initial substantial review of the plan within six months of the Occupation Date of the Development ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;     3. a mechanism for monitoring and reviewing of the plan by the Council on the first anniversary of the Occupation Date of the Development;     4. measures to ensure subsequent reviews by the Council on the third and fifth anniversary of the Occupation Date of the Development 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;     5. provision for the appointment of Travel Plan Co-ordinator prior to the first Occupation Date of the Development and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;     6. measures to ensure post-occupancy TRICS survey results are shared with the Council and that the Owner instructs (at its own cost) an independent transportation data collection company to undertake the monitoring survey in accordance with the instructions within the Travel Plan. This survey must conform to a TRICS® Multi-Modal Survey format (or other format as agreed by the Council) consistent with the UK Standard for Measuring Travel Plan Impacts as approved by the Highway Authority. To ensure that the survey represents typical travel patterns, the organisation taking ownership of the Travel Plan will need to agree to being surveyed only within a specified annual quarter period but with no further notice of the precise survey dates; and     7. 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 |
|  | “the Travel Plan Co-ordinator” | meansan 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 for the Development with a view to securing an ongoing process of continuous improvement |
|  | “the Travel Plan Monitoring Contribution” | means the sum of £11,221 (eleven thousand two hundred and twenty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the Owner’s Travel Plan and any update to it over a six year period from the date of first Occupation of the Development |
|  | “Tree Planting Contribution” | the sum of £270,531 (two hundred and seventy thousand five hundred and thirty one pounds), which reflects the total CAVAT value of Trees 10, 11, 12 and 13 (as shown on Plan 5) proposed to be removed as part of the Development at the date of this Agreement, to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the cost of planting trees in the vicinity of the Development provided that the sum payable by the Owner shall be reduced in accordance with the relevant CAVAT value (as detailed in Schedule 7) in the event that the Council approves the retention of one or more of these trees in the completed Development in the Tree Removal/Retention Plan |
|  | “Tree Removal/Retention Plan” | means a plan confirming whether Trees 10, 11, 12 and 13 (as shown on Plan 5) have been removed or retained as part of the Development and, if they have been retained, confirmation from a suitably qualified expert to the satisfaction of the Council that the relevant trees have not been adversely affected by the Development in a way that would affect their long term viability |
|  | “Vine Lane” | the new north-south pedestrian route forming part of the Public Realm to be delivered as part of the Development running from the corner of West Central Street to High Holborn, including planting, seating and a pocket green space, identified on Plan 4 |
|  | “Vine Lane Plot” | the land comprised within the [ ] identified [ ] on Plan 3 |
|  | “West Central Street Plot” | the land comprised within the [Red Land] identified [outlined in/shaded [xxxx]] on Plan 3 |

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

* 1. This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
  2. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
  3. 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.
  4. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.6,5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

* 1. The Council hereby agrees to grant the Planning Permission and the Listed Building Consent on the date hereof.
  2. The Parties save where the context states otherwise shall include their successors in title.
  3. The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**CAR FREE OBLIGATIONS**

4.1 **CAR FREE DEVELOPMENT**

RESIDENTIAL DEVELOPMENT

* + 1. To ensure that prior to occupying any residential unit (being part of the Development) each new occupier is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

1. be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
2. buy a contract to park within any car park owned, controlled or licensed by the Council.
   * 1. Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents 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.
     2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
     3. On or prior to the Occupation Date of the first residential unit at the Development the Owner shall inform the Council’s Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council’s Street Name and Numbering Department), identifying those residential units that in the Owner’s opinion are affected by the Owner’s obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

COMMERCIAL DEVELOPMENT

* + 1. To ensure that prior to occupying any commercial part of the Development each new occupant is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
    2. be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
    3. buy a contract to park within any car park owned, controlled or licensed by the Council.
    4. Not to Occupy or use (or permit the Occupation or use of) any commercial unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
    5. The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.5 and 4.1.6 above will remain permanently.
    6. On or prior to the Occupation Date of the first commercial unit at the Development the Owner shall inform the Council’s Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council’s Street Name and Numbering Department), identifying those units that in the Owner’s opinion are affected by the Owner’s obligation in Clause 4.1.5 and 4.1.6 of this Agreement.

**DEMOLITION AND CONSTRUCTION**

* 1. **DEMOLITION AND EARLY WORKS MANAGEMENT PLAN**
     1. Prior to carrying out any Demolition and Early Works to:

1. pay to the Council the Demolition and Early Works Management Plan Implementation Support Contribution in full; and
2. submit to the Council for approval a draft Demolition and Early Works Management Plan.
   * 1. Not to carry out or permit the carrying out of any Demolition and Early Works until such time as the Council has:
3. received the Demolition and Early Works Management Plan Implementation Support Contribution in full; and
4. approved the Demolition and Early Works Management Plan as demonstrated by written notice to that effect.
   * 1. The Owner acknowledges and agrees that the Council will not approve the Demolition and Early Works Management Plan unless it demonstrates to the Council’s reasonable satisfaction that the Demolition and Early Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
     2. To ensure that the Demolition and Early Works shall not be carried out otherwise than in strict accordance with the requirements of the Demolition and Early Works Management Plan and  not to permit the carrying out of any Demolition and Early Works at any time when the requirements of the Demolition and Early Works Management Plan are not being complied with and  in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
   1. **DETAILED BASEMENT CONSTRUCTION PLANS**
      1. On or prior to the Implementation of the Development on the West Central Street Plot to submit to the Council for approval the Detailed Basement Construction Plan for the West Central Street Plot.
      2. Not to Implement or permit Implementation of the Development on the West Central Street Plot until such time as the Council has approved the Detailed Basement Construction Plan for the West Central Street Plot as demonstrated by written notice to that effect.
      3. On or prior to the Implementation of the Development on the One Museum Street Plot to submit to the Council for approval the Detailed Basement Construction Plan for the One Museum Street Plot.
      4. Not to Implement or permit Implementation of the Development on the One Museum Street Plot until such time as the Council has approved the Detailed Basement Construction Plan for the One Museum Street Plot as demonstrated by written notice to that effect.
      5. The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plans unless it demonstrates by way of certification by suitably qualified engineers from a recognised relevant professional body to the Council’s reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
      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 approved Detailed Basement Construction Plans and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the approved Detailed Basement Construction Plans are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
      7. Not to Occupy or permit Occupation of the Development on the West Central Street Plot until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan for the West Central Street Plot as approved by the Council have been incorporated into the Development.
      8. Not to Occupy or permit Occupation of the Development on the One Museum Street Plot until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan for the One Museum Street Plot as approved by the Council have been incorporated into the Development.
      9. Following the Occupation Date of the Development on the West Central Street Plot the Owner shall not Occupy or permit Occupation of the West Central Street Plot at any time when the West Central Street Plot is not being managed in accordance with the Detailed Basement Construction Plan for the West Central Street Plot as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.
      10. Following the Occupation Date of the Development on the One Museum Street Plot the Owner shall not Occupy or permit Occupation of the One Museum Street Plot at any time when the One Museum Street Plot is not being managed in accordance with the Detailed Basement Construction Plan for the One Museum Street Plot as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.
   2. **CONSTRUCTION CONTRACTS**
      1. Unless otherwise agreed in writing with the Council, the Owner covenants with the Council that prior to completion of the Demolition and Early Works to:
5. enter into the Main Works Contract; and
6. send to the Council a certified copy of sufficient parts of the Main Works Contract to satisfy the Council that the Main Works Contract has been entered into and includes a term binding on all parties to the Main Works Contract that start of the superstructure works shall occur as soon as reasonably practicable following completion of the Demolition and Early Works.
   1. **CONSTRUCTION MANAGEMENT PLAN**
      1. On or prior to the Substantial Implementation Date to:
7. pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
8. submit to the Council for approval a draft Construction Management Plan.
   * 1. Not to Substantially Implement nor allow Substantial Implementation of the Development (or relevant Plot) until such time as the Council has:
9. received the Construction Management Plan Implementation Support Contribution in full; and
10. approved either a Construction Management Plan for the whole Development or relevant Plot as demonstrated by written notice to that effect.
    * 1. 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 (or relevant Plot) can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
      2. To ensure that from Substantial Implementation to the completion of the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and  not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and  in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
      3. In the event that the Council approves a Construction Management Plan pursuant to clause 4.5.2(b) for a Plot(s) only, the Owner shall not Substantially Implement or allow Substantial Implementation of any other Plot until the Construction Management Plan has been updated to cover the additional Plot(s) and such updated Construction Management Plan has been approved by the Council.
    1. **DEMOLITION AND EARLY WORKS MANAGEMENT PLAN BOND**
       1. Prior to the carrying out of any Demolition Works to pay to the Council the Demolition and Early Works Management Plan Bond in full.
       2. Not to carry out or permit the carrying out of any Demolition Works until such time as the Council has received the Demolition and Early Works Management Plan Bond in full.
       3. In the event that the Council investigates and finds that there is a breach of the approved Demolition and Early Works Management Plan the Council will notify the Owner giving notice of the details of the breach.
       4. The Owner must once notified by the Council in accordance with Clause 4.6.3 acknowledge the notice within 24 hours of being notified and:
11. 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
12. 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).
    * 1. In the event the Owner does not comply with the obligations in 4.6.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Demolition and Early Works Management Plan specified in the notice served under clause 4.6.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Demolition and Early Works Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Demolition and Early Works Management Plan Bond up to the maximum sum of the Demolition and Early Works Management Plan Bond.
      2. The Owner shall notify the Council of completion of the Demolition Works and within twenty eight (28) days of that notification the Council shall repay to the Owner the Demolition and Early Works Management Plan Bond less any deductions properly made under clause 4.6.5.
    1. **CONSTRUCTION MANAGEMENT PLAN BOND**
       1. On or prior to the Substantial Implementation Date to pay to the Council the Construction Management Plan Bond in full.
       2. Not to Substantially Implement nor allow Substantial Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
       3. Following Substantial Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
       4. The Owner must once notified by the Council in accordance with Clause 4.7.3 acknowledge the notice within 24 hours of being notified and:
13. 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
14. 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).
    * 1. In the event the Owner does not comply with the obligations in 4.7.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.7.3 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.
      2. 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 4.7.5.
    1. **CONSTRUCTION PHASE WORKING GROUP**
       1. From the date of completion of this Agreement and at its own expense to invite the following to become members of the Construction Phase Working Group:

(a)   representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of eight (8) persons;

(b)   the appointed project manager for the Development plus one additional representative as may be nominated by the Owner from time to time; and

(c)   any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

* + 1. To convene no less than 5 meetings of the Construction Phase Working Group prior to Implementation to consult with the Construction Phase Working Group on matters relating to the Construction Phase of the Development including (but not limited to) the proposed Construction Phase programme, the Demolition and Early Works Management Plan, the Detailed Basement Construction Plans and the Construction Management Plan(s).
    2. To:

(a)    procure that appropriate professional representatives of the Owner and contractor(s) attend meetings of the Construction Phase Working Group;

(b)     appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Construction Phase Working Group such person to organise and attend all meetings of the Construction Phase Working Group all such meetings to take place within easy walking distance of the Property; and

(c)     ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Construction Phase Working Group.

* + 1. To give a minimum of 10 working days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the group.
    2. To ensure that meetings of the Construction Phase Working Group shall take place at least once every six months during the Construction Phase ALWAYS PROVIDED that any member of the Construction Phase Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to request the Liaison Officer to convene a meeting of the Construction Phase Working Group and a meeting of the Construction Phase Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Construction Phase Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Construction Phase Working Group shall be convened at such intervals as the Construction Phase Working Group decides.
    3. To ensure that an accurate written minute is kept of each meeting of the Construction Phase Working Group recording discussions and any decisions taken by the Construction Phase Working Group (this to be circulated by the Liaison Officer to all members of the group within 10 working days of each meeting).
    4. In the event of the majority of members of the Construction Phase Working Group (having particular regard to the Demolition and Early Works Management Plan and the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Demolition and Early Works Management Plan and Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Phase Working Group of this fact together with written reasons as to why this is the case.
    5. To provide at its own expense throughout the Construction Phase of the Development:

(a)        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 Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity; and

(b)        a fully operable and accessible computer web site setting out information about the progress of the Construction Phase 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 Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints and shall give each meeting of the Construction Phase Working Group written information about any such complaints received and action taken in respect of them.

**HIGHWAYS, TRANSPORT, TRAVEL**

* 1. **HIGHWAYS CONTRIBUTION**
     1. On or prior to the Implementation Date to:-

1. pay to the Council the Highways Contribution in full; and
2. submit to the Council the Levels Plans for approval (unless a later date is agreed by the Council in writing for the submission of the Level Plans).
   * 1. Not to Implement or to allow Implementation until such time as the Council has:-

(i) received the Highways Contribution in full; and

(ii) approved the Levels Plans as demonstrated by written notice to that effect (unless a later date is agreed by the Council in writing for the submission of the Level Plans).

* + 1. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
    2. On completion of the Highways Works the Council shall provide to the Owner a certificate specifying the sum reasonably and properly expended by the Council in carrying out the Highways Works (“the Certified Sum”).
    3. If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
    4. If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.
  1. **PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION**
     1. The Owner shall pay to the Council 50% of the Pedestrian Cycling and Environmental Contribution in full prior to Implementation of the Development.
     2. The Owner shall not Implement or permit Implementation of the Development until such time as the Council has received 50% of the Pedestrian Cycling and Environmental Contribution in full.
     3. The Owner shall pay to the Council the balance of the Pedestrian Cycling and Environmental Contribution in full prior to Substantial Implementation of the Development.
     4. The Owner shall not Substantially Implement or permit Substantial Implementation of the Development until such time as the Council has received the balance of the Pedestrian Cycling and Environmental Contribution in full.
  2. **Cycle/E-scooter Hire Parking Contribution**
     1. The Owner shall pay to the Council the Cycle/E-scooter Hire Parking Contribution in full prior to Implementation of the Development.
     2. The Owner shall not Implement or permit Implementation of the Development until such time as the Council has received the Cycle/E-scooter Hire Parking Contribution in full.
  3. **OFF SITE Cycle Parking Contribution**
     1. The Owner shall pay to the Council the Off Site Cycle Parking Contribution in full prior to Implementation of the Development.
     2. The Owner shall not Implement or permit Implementation of the Development until such time as the Council has received the Off Site Cycle Parking Contribution in full.
  4. **DELIVERIES AND SERVICING MANAGEMENT PLAN**
     1. On or prior to the Occupation Date the Owner shall submit the Deliveries and Servicing Management Plan to the Council for approval.
     2. The Owner shall not Occupy or permit Occupation of the Development until such time as the Deliveries and Servicing Management Plan has been approved by the Council as demonstrated by written notice to that effect.
     3. Following the approval of the Deliveries and Servicing Management Plan the Owner shall Occupy or ensure Occupation of the Development is in compliance with the terms and requirements of the approved Deliveries and Servicing Management Plan.
     4. The Owner shall not Occupy or permit further Occupation of part of the Development at any time when that part of the Development is not being managed in accordance with the Deliveries and Servicing Management Plan as 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 with the Deliveries and Servicing Management Plan 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.
  5. **TRAVEL PLAN**
     1. On or prior to the first Occupation Date of the Development to:-

1. submit to the Council the Travel Plan for approval; and
2. pay to the Council the Travel Plan Monitoring Contribution
   * 1. Not to Occupy or permit Occupation of any part of the Development until such time as:
3. the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
4. the Council has received the Travel Plan Monitoring Contribution in full.
   * 1. The Owner shall not Occupy or permit further Occupation of part of the Development at any time when that part of the Development is not being managed in accordance with the Travel Plan as 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 with the Travel Plan 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.
   1. **TfL Cycle Hire Docking Station Relocation** **WORKS**
      1. Within 12 (twelve) months following Implementation of the Development (or within such other period as may be agreed with the Council) to enter into the TfL Cycle Hire Docking Station Relocation Agreement with TfL and to provide written confirmation to the Council that the Owner has entered into the TfL Cycle Hire Docking Station Relocation Agreement with TfL.
      2. Unless otherwise agreed in writing with the Council not to Occupy or permit Occupation of the Development (other than the West Central Street Plot) until such time as the Council has received written confirmation from TfL that the TfL Cycle Hire Docking Station Relocation Works have been completed in accordance with the TfL Cycle Hire Docking Station Relocation Agreement.
   2. **LEGIBLE LONDON CONTRIBUTION**
      1. The Owner shall pay the Legible London Contribution to the Council prior to Implementation of the Development.
      2. The Owner shall not Implement or permit Implementation of the Development until the Legible London Contribution has been received in full by the Council (as confirmed by notice in writing).
      3. Within ten working days of receipt of the Legible London Contribution, the Council shall transfer the Legible London Contribution to TfL for application.
   3. **DISABLED PARKING BAY Contribution**
      1. The Owner shall pay to the Council the Disabled Parking Bay Contribution in full prior to Implementation of the Development.
      2. The Owner shall not Implement or permit Implementation of the Development until such time as the Council has received the Disabled Parking Bay Contribution in full.

**ENERGY AND SUSTAINABILITY**

* 1. **CARBON OFFSET CONTRIBUTION**
     1. On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.
     2. Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.
  2. **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**
     1. On or prior to the Substantial Implementation Date for a Plot to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan for the Plot.
     2. Not to Substantially Implement nor permit Substantial Implementation of a Plot until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan for that Plot as demonstrated by written notice to that effect.
     3. Not to Occupy or permit Occupation of any Plot until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan for that Plot as approved by the Council have been incorporated into the Development of the relevant Plot.
     4. Following the Occupation Date of a Plot the Owner shall not Occupy or permit Occupation of the Plot (or relevant part thereof) at any time when the Plot (or relevant part thereof) is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan for that Plot as approved by the Council from time to time and in the event the Council identifies any material non-compliance with the requirements of the Energy Efficiency and Renewable Energy Plan for that Plot 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.

Be Seen Energy Monitoring

* + 1. Prior to each Building being Occupied, the Owner shall provide updated accurate and verified ‘as-built’ design estimates of the ‘Be seen’ energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the ‘As-built stage’ chapter / section of the GLA ‘Be seen’ energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA’s Energy Monitoring Portal. The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the ‘In-use stage’ of the GLA ‘Be seen’ energy monitoring guidance document (or any document that may replace it).
    2. Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the ‘In-use stage’ chapter / section of the GLA ‘Be seen’ energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA’s Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the ‘In-use stage’ chapter of the GLA ‘Be seen’ energy monitoring guidance document (or any document that may replace it) for at least five years.
    3. In the event that the ‘In-use stage’ evidence submitted under Clause 4.19.6 shows that the ‘As-built stage’ performance estimates derived from Clause 4.19.5 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the ‘Be seen’ spreadsheet through the GLA’s Energy Monitoring Portal. An action plan comprising measures identified in Clause 4.19.6 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.
  1. **SUSTAINABILITY PLAN**
     1. On or prior to the Substantial Implementation Date for a Plot to submit to the Council for approval the Sustainability Plan for that Plot.
     2. Not to Substantially Implement nor permit Substantial Implementation of a Plot until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
     3. Not to Occupy or permit Occupation of any Plot until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Development of the relevant Plot.
     4. Following the Occupation Date of a Plot the Owner shall not Occupy or permit Occupation of the Plot (or relevant part thereof) at any time when the Plot (or relevant part thereof) is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance with the requirements of the Sustainability Plan 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.

**EMPLOYMENT, TRAINING, AFFORDABLE WORKSPACE**

* 1. **EMPLOYMENT AND TRAINING CONTRIBUTION**
     1. On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.
     2. Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution.
  2. **EMPLOYMENT SKILLS AND SUPPLY PLAN**
     1. On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.
     2. Not to Implement nor permit Implementation until such time as the Council has approved the Employment Skills and Supply Plan as demonstrated by written notice to that effect.
     3. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment Skills and Supply Plan as approved by the Council from time to timeand  not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment Skills and Supply Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
     4. Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when that part of the Development is not being managed in strict accordance with the Employment Skills and Supply Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance with the requirements of the Employment Skills and Supply Plan 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.
  3. **LOCAL EMPLOYMENT** 
     1. On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.
     2. Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
     3. The Owner shall work in partnership with (i) the Council’s Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

1. at least 20% of the onsite workforce is comprised of local people residing in Camden;
2. all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development as follows:
   1. exclusively advertising with the Council’s Construction Skills Centre for a minimum of 14 days; and
   2. after the expiry of the advertising period specified in paragraph (i)(a) above, to work with the Council to advertise construction vacancies through the Council’s Construction Skills Centre and with Central London Forward;

c) that the Council’s Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

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 Council’s Construction Skills Centre and employed during the Construction Phase.

* + 1. The Owner shall ensure that no less than 65construction apprentices shall be employed at the Development during the Construction Phase always ensuring each apprentice shall be:-

1. recruited through the Council’s Construction Skills Centre;
2. employed for the duration of the apprenticeship;
3. paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
   * 1. The Owner shall ensure that during the Construction Phase of the Development no less than 11paidwork placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
     2. If the Owner is unable to provide the apprentices in accordance with Clause 4.23.4 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
        1. forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
        2. shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement not provided) has been paid in full

provided that no Construction Apprentice Default Contribution shall be payable in respect of an individual apprentice placement if (a) an apprentice has been recruited and has commenced working at the Development but then does not complete the duration of the apprenticeship or (b) no candidates for apprenticeships are available through the Council’s Construction Skills Centre and the Council is satisfied that the Owner has taken all reasonable endeavours to, as relevant, (i) encourage an apprentice to complete the duration of the apprenticeship work or (ii) worked with the Council’s Construction Skills Centre to fill the role with a suitable candidate.

* + 1. If the Owner is unable to provide the work placements in accordance with Clause 4.23.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
       1. forthwith pay the Council the Construction Work Placement Default Contribution in respect of each individual work placement not provided; and
       2. shall not Occupy or permit Occupation until such time as the Construction Work Placement Default Contribution (based on the each individual workplace placement) has been paid in full.
    2. Following the Occupation Date of the Development the Owner shall ensure that [[4]](#footnote-4)it will employ no less than 2end use apprentices at the Development within the first 3 years of Occupation always ensuring each apprentice shall be:-

1. recruited through the Council’s Inclusive Economy Team;
2. be resident in the London Borough of Camden;
3. be paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>;
4. be employed for the duration of the apprenticeship;
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
6. be supervised by a member of staff within the completed Development
   * 1. Following the Occupation Date the Owner shall ensure that no less than 10 work experience opportunities are provided at the Development for a minimum of one week each for each placement to be brokered through the Council’s STEAM team.
     2. Notwithstanding the provisions in Clause 4.23 (above) of this Agreement, during the Construction Phase and the end use of the Commercial Development the Owner shall provide employment opportunities on site for employees resident within the London Borough of Camden and provide a six-monthly statement setting out the details of candidates employed to Council’s Construction Skills Centre and the Council’s Inclusive Economy Team.
   1. **LOCAL PROCUREMENT PLAN**
      1. On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.
      2. Not to Implement nor permit Implementation until such time as the Council has approved the Local Procurement Plan as demonstrated by written notice to that effect.
      3. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement Plan (as 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 Local Procurement Plan are not being complied with and  in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
      4. Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Development at any time when that part of the Commercial Development is not being managed in strict accordance with the Local Procurement Plan as 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 with the Local Procurement Plan 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.
   2. **AFFORDABLE RETAIL SPACE**
      1. On or prior to the Substantial Implementation of the Development the Owner shall submit the Affordable Retail Space Specification to the Council for approval.
      2. The Owner shall not Substantially Implement or permit Substantial Implementation of the Development until such time as the Council has approved the Affordable Retail Specification in writing.
      3. Unless otherwise agreed, no later than 12 months prior to first Occupation of the Commercial Development the Owner shall submit the Affordable Retail Space Marketing Strategy to the Council for approval and the Owner shall thereafter use reasonable endeavours to agree the Affordable Retail Space Marketing Strategy with the Council as soon as reasonably practicable and commence marketing of the Affordable Retail Space at least 6 months prior to first Occupation of the Commercial Development in accordance with the approved Affordable Retail Space Marketing Strategy.
      4. On or prior to first Occupation of the Commercial Development the Owner shall submit the Affordable Retail Space Maintenance and Management Plan to the Council for approval.
      5. The Owner shall not Occupy or permit Occupation of the Commercial Development until such time as:
7. the Owner has delivered the Affordable Retail Space in strict accordance with the approved Affordable Retail Specification (as may be updated with approval from the Council in writing);
8. the Council has approved the Affordable Retail Space Marketing Strategy in writing and the Owner has commenced marketing of the Affordable Retail Space in accordance with the approved Affordable Retail Space Marketing Strategy; and
9. the Council has approved the Affordable Retail Space Maintenance and Management Plan in writing.
   * 1. Following the Occupation Date of the Commercial Development for a period of 25 years the Owner shall not Occupy or permit Occupation of any of the Commercial Development at any time when the Affordable Retail Space is not being managed in accordance with the Affordable Retail Space Maintenance and Management Plan as 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 with the Affordable Retail Space Maintenance and Management Plan it shall give the Owner written notice of such non-compliance and the Owner shall as soon as reasonably practicable take any steps reasonably required by the Council to remedy such non-compliance.
   1. **FLEXIBLE ANCILLARY WORKSPACE**
      1. On or prior to the Substantial Implementation of the Development the Owner shall submit the Flexible Ancillary Workspace Specification to the Council for approval.
      2. The Owner shall not Substantially Implement or permit Substantial Implementation of the Development until such time as the Council has approved the Flexible Ancillary Workspace Specification in writing.
      3. On or prior to first Occupation of any part of the Development on the One Museum Street Plot the Owner shall submit the Flexible Ancillary Workspace Maintenance and Management Plan to the Council for approval.
      4. The Owner shall not Occupy or permit Occupation of any of the Development on the One Museum Street Plot until such time as:

(a) the Owner has delivered the Flexible Ancillary Workspace in strict accordance with the approved Flexible Ancillary Workspace Specification (as may be updated with approval from the Council in writing);

(b) the Council has approved the Flexible Ancillary Workspace Maintenance and Management Plan in writing.

* + 1. Following the Occupation Date of the One Museum Street Plot for a period of 25 years the Owner shall not Occupy or permit Occupation of any part of the One Museum Street Plot at any time when the Flexible Ancillary Workspace is not being managed in accordance with the Flexible Ancillary Workspace Maintenance and Management Plan as 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 with the Flexible Ancillary Workspace Maintenance and Management Plan it shall give the Owner written notice of such non-compliance and the Owner shall as soon as reasonably practicable take any steps reasonably required by the Council to remedy such non-compliance.
    2. In the event that the Developer wishes to transfer responsibility for the management and maintenance of the Flexible Ancillary Workspace to a Third Party Manager the Developer shall submit to the Council for approval details of the proposed Third Party Manager together with:

(i) details of the terms on which the responsibility for the management and maintenance of the Flexible Ancillary Workspace is to be transferred to the Third Party Manager; and

(ii) an updated Flexible Ancillary Workspace Management and Maintenance Plan

and until such time as the Council approves in writing the details submitted in respect of (i) and (ii), the Developer shall retain the responsibility for the management and maintenance of the Flexible Ancillary Workspace.

* + 1. Following receipt of the Council’s approval in writing of the details submitted under clause 4.26.6 (i) and (ii) the Developer may transfer responsibility for the management and maintenance of the Flexible Ancillary Workspace 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 Flexible Ancillary Workspace in accordance with the approved Flexible Ancillary Workspace Management and Maintenance Plan.

**RETENTION OF ARCHITECT**

* 1. **ARCHITECT RETENTION**
     1. Unless otherwise agreed in writing by the Council the Owner shall not:-

1. submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Approved Architect;
2. Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect; and
3. Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from the Approved Architect that that part of the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

**AFFORDABLE HOUSING**

* 1. **AFFORDABLE HOUSING**
     1. On or prior to Implementation to submit to the Council for its written approval details of the Registered Provider or a shortlist of proposed registered providers with evidence to demonstrate to the Council’s reasonable satisfaction that the Owner is in advanced negotiations with a view of engaging the Registered Provider; and
     2. Not to Implement nor permit Implementation until such time as the Council has approved the Registered Provider or the shortlist of proposed Registered Providers as demonstrated by written notice to that effect.
     3. To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works 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.
     4. To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Intermediate Rented Housing and (ii) for the provision of Social-Affordable Rented Housing as the case may be.
     5. Not to Occupy or allow Occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;

1. the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.28.3 hereof.
   * 1. To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator or the Council from time to time.
     2. 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.
     3. Schedule 6 shall apply in relation to the Affordable Housing Units.
   1. **EARLY STAGE VIABILITY REVIEW**

Substantial Implementation

* + 1. The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 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.
    2. No later than five working days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
    3. Following the Owner’s notification pursuant to Clause 4.29.1 above, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
  1. provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  2. comply with relevant health and safety legislation; and
  3. at all times be accompanied by the Owner or its agent.
     1. No later than 20 working days after the Council receives:

1. notice pursuant to Clause 4.29.1 above; or
2. if the Council makes a request under Clause 4.29.2 above, the additional documentary evidence,

the Council shall inspect the Property and thereafter provide written confirmation to the Owner 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.

* + 1. If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this Clause 4.29.5 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to Clause 4.29.4 that Substantial Implementation has been achieved.
    2. The Owner shall not Occupy or permit Occupation of any part of the Development until such time as:-

1. the Council has notified the Owner pursuant to clause 4.29.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
2. the Council has notified the Owner pursuant to Clause 4.29.11 below that no Additional Affordable Housing Unit or Early Stage Review Contribution is required; or
3. if the Council notifies the Owner pursuant to paragraph 4.29.11 below that the Additional Affordable Housing Unit or Early Stage Review Contribution is required, either the Additional Affordable Housing Unit has been practically completed or the Early Stage Review Contribution has been paid (as applicable).

Development Viability Information

* + 1. Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under Clause 4.29.4 above) the Owner shall submit the Early Stage Viability Assessment to the Council for approval in writing no later than 20 working days after the date on which the Owner is notified pursuant to Clause 4.29.4 that Substantial Implementation has been achieved.

Development Viability Assessment

* + 1. The Council shall assess the Early Stage Viability Assessment submitted pursuant to Clause 4.29.7 and assess whether in its view the Additional Affordable Housing Unit or Early Stage Review Contribution is required.
    2. The Council may appoint an External Consultant to assess the Early Stage Viability Assessment.
    3. In the event that the Council and/or an External Consultant requires further information or supporting evidence then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 working days of receiving the relevant request and this process 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 the Additional Affordable Housing Unit or Early Stage Review Contribution is required.
    4. When the Council or its External Consultant has completed its assessment of the Early Stage Viability Assessment and any further information submitted, the Council shall notify the Owner in writing of the Council's decision as to whether the Additional Affordable Housing Unit or Early Stage Review Contribution is required.
    5. In the event that the approved Early Stage Viability Assessment shows a Deficit the Owner shall have no obligation to provide the Additional Affordable Housing Unit or pay the Early Stage Review Contribution.
    6. In the event that the approved Early Stage Viability Assessment shows a Surplus the sufficient to provide the Additional Affordable Housing Unit the Owner shall provide the Additional Affordable Housing Unit.
    7. In the event that the approved Early Stage Viability Assessment show a Surplus but such Surplus is insufficient to provide the Additional Affordable Housing Unit, the Owner shall pay the Early Stage Review Contribution.
    8. The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to Clause 4.29 including those of the External Consultant within 20 working days of receipt of a written request for payment.

Delivery of Additional Affordable Housing

* + 1. The Parties agree that the terms of Clause 4.28 shall apply mutatis mutandis to the provision of the Additional Affordable Housing Unit.
  1. **DEFERRED AFFORDABLE HOUSING CONTRIBUTION**
     1. The Parties agree that:

(a) notwithstanding clauses 4.30.2 to 4.30.12, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full; and

(b) any Surplus arising as part of the approved Early Stage Viability Assessment pursuant to clause 4.29 and used by the Owner to provide either an Additional Affordable Housing Unit or Early Stage Review Contribution shall constitute a credit against the Deferred Affordable Housing Contribution.

* + 1. The Owner shall submit the Post Construction Viability Assessment to the Council for approval in writing within 28 days of whichever date is the later of:

1. the date of issue of the Certificate of Practical Completion of the final phase of the Development; or
2. the date on which the Owner has exchanged on the sale, lease, assigning, sub-letting, granting of a license, giving control of to any person or otherwise demising of at least 70% of the Commercial Floorspace forming part of the Development (excluding the Affordable Retail Space) ALWAYS PROVIDED THAT the Owner submits sufficient information to the Council to evidence the same.
   * 1. Not to Occupy more than 70% of the Commercial Floorspace forming part of the Development (excluding the Affordable Retail Space) until such time as the Post Construction Viability Assessment has been submitted to the Council pursuant to clause 4.30.2 for approval in writing such approval to be provided within seven days of receipt of the Post Construction Viability Assessment.
     2. Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum (“the Viability Certified Sum”) properly assessed by the Council as being the sum recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.
     3. The Owner shall pay the Council’s reasonable costs in assessing the Post Construction Viability Assessment. The Council shall notify the Owner in writing of these costs and the Owner shall pay the specified sum within 28 days of receipt of such notice.
     4. In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of the Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution.
     5. In the event that the approved Post Construction Viability Assessment shows a Surplus the Viability Certified Sum shall be 60% (sixty per cent) of the Surplus up to the limit of the Deferred Affordable Housing Contribution.
     6. The Owner shall within 28 days of receipt of the certificate specifying the Viability Certified Sum pay to the Council the Viability Certified Sum.
     7. The total amount of the Viability Certified Sum payable shall not exceed the Deferred Affordable Housing Contribution.
     8. Following payment by the Owner to the Council of the Deferred Affordable Housing Contribution in full (or the maximum amount payable accounting for any credit arising as part of the Early Stage Viability Assessment), the Owner shall not be required to carry out or submit any further Post Construction Viability Assessment and shall be released from its obligations under this clause 4.30.
     9. The Owner shall not Occupy or permit Occupation of any more than 70% of the Commercial Floorspace forming part of the Development (excluding the Affordable Retail Space) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

* + 1. For the purposes of this clause 4.30 the Owner and the Council shall operate in accordance with the following procedure:-

1. the Owner shall provide no less than 28 days’ notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;
2. upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Post Construction Viability Assessment;
3. if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.29 of this Agreement;
4. if the Council wishes to question or challenge the Post Construction Viability Assessment the Owner and the Council shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible but in any event shall reach agreement no later than 6 weeks following submission of the Post Construction Viability Assessment and for the avoidance of doubt if the Parties do not reach agreement within this timescale, either Party may commence dispute resolution via an independent expert.

**PUBLIC REALM AND PUBLIC OPEN SPACE**

* 1. **PUBLIC REALM**
     1. On or prior to the Substantial Implementation Date to submit to the Council for approval the Public Realm Plan.
     2. Not to Substantially Implement or permit Substantial Implementation until such time as the Council has approved the Public Realm Plan as demonstrated by written notice to that effect.
     3. The Owner shall construct and manage the Public Realm in accordance with the approved Public Realm Plan and shall ensure that the Public Realm is physically delivered in accordance with the timetable and phasing programme in the approved Public Realm Plan.
     4. The Owner shall not Occupy or permit Occupation of the One Museum Street Plot until the Public Realm has been physically delivered in accordance with the Public Realm Plan as confirmed by the Council in writing.

* + 1. Following the Occupation Date the Owner the Owner shall not Occupy or permit Occupation of the One Museum Street Plot when the Development is not being managed in accordance with the Public Realm Plan as 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 shall ensure that the Development is managed in accordance with the Public Realm Plan as 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.
    2. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Public Realm 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 Owner to dedicate the same as highway.
    3. The Owner may erect notices on the Public Realm and access to it may be denied by the Owner for 1 (one) day each year in order to prevent public rights of way or common rights coming into being.
    4. The Owner shall be entitled to close the Public Realm (or part thereof) for the following reasons:

1. in a situation of force majeure;
2. for any reason approved in the Public Realm Plan; or
3. the requirement to carry out maintenance, cleaning, renewal or other alteration provided that such works shall be carried out in such a way as to cause minimum disruption to the public.
   1. **PUBLIC OPEN SPACE CONTRIBUTION**
      1. On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.
      2. Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.
   2. **TREE PLANTING CONTRIBUTION**
      1. On or prior to the Occupation of the One Museum Street Plot to:

(a) submit the Tree Removal/Retention Plan to the Council for approval; and

(b) pay to the Council the Tree Planting Contribution.

* + 1. Not to Occupy or to permit Occupation of the One Museum Street Plot until such time as the Council has:

(a) approved the Tree Removal/Retention Plan as demonstrated by written notice to that effect; and

(b) received the Tree Planting Contribution.

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

* 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.
  2. Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2023/2510/P the date upon which the Development will be ready for Occupation.
  3. The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
  4. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
  5. If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
  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 2023/2510/P.
  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 2023/2510/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.
  8. All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
  9. Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum (“A”) being equal to the original sum payable (“B”) multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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 x (Y-X)

X

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/2510/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.

* 1. This Agreement shall be registered as a Local Land Charge.

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

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

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor 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 Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. MORTGAGEE AND OTHER EXEMPTIONS

1. The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
2. The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.
3. The Parties agree that the obligations contained in this Agreement shall not be enforceable against any statutory undertaker or utility company taking an interest in any part of the Property for the purposes of providing infrastructure, utilities or telecommunications.
4. The Parties agree that the obligations contained in this Agreement shall not be enforceable against any individual owners or occupiers of Residential Units except for Clause 4.1 (Car Free Development).

8. **JOINT AND SEVERAL LIABILITY**

8.1 Subject to Clause 7, all covenants made by the Owner in this Agreement are made jointly and severally by the First Owner and the Second Owner and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY )**

###### LAB SELKIRK HOUSE LIMITED )

**acting by a Director and its Secretary )**

**or by two Directors )**

**…………………………………………………**

**Director**

**…………………………………………………**

**Director/Secretary**

**EXECUTED AS A DEED BY )**

###### SOLLIDON LIMITED )

**acting by a Director and its Secretary )**

**or by two Directors )**

**…………………………………………………**

**Director**

**…………………………………………………**

**Director/Secretary**

**Occupation:**

###### EXECUTED AS A DEED BY )

###### Bentallgreenoak UK Secured Lending III S.A.R.L. )

###### by       )

###### in the presence of:- )

**…………………………………………………**

###### THE COMMON SEAL OF THE MAYOR )

**AND BURGESSES OF THE LONDON )**

**BOROUGH OF CAMDEN was hereunto )**

**Affixed by Order:- )**

**………………………………………………**

**Authorised Signatory**

**SCHEDULE ONE**

**PLANS**

|  |  |  |
| --- | --- | --- |
| **Plan No.** | **Description** | **Drawing Number** |
|  | Property |  |
|  | Land Ownership Plan |  |
|  | Plot Plan |  |
|  | Vine Lane |  |
|  | Tree Removal/Retention Plan |  |
|  | Affordable Retail Space |  |
|  | Affordable Housing Units |  |
|  | Flexible Ancillary Workspace |  |
|  | Public Realm |  |
|  | TLRN Works |  |

**SCHEDULE TWO**

**DRAFT PLANNING PERMISSIONSCHEDULE THREE**

**Pro Forma**

**Construction Management Plan**

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

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

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

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

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

**SCHEDULE FOUR**

**THE TRAVEL PLAN**

# PART I: Components of the Travel Plan

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

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

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

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

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

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

**1. Public Transport and walking**

1. 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)

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

1. 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:

1. 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.
2. a review of any on-site parking charges
3. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
4. 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:

1. secure and well-lit workplace cycle parking

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

1. changing and showering facilities
2. cycle allowance for work-related journeys
3. cycle and equipment loans and insurance
4. cycle repair facilities
5. cycle pool for work-related journeys
6. a Bicycle Users Group (BUG) to progress cyclists issues on site
7. 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:

1. identify the number and type of servicing vehicles required for the Property;
2. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
3. 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
4. encourage suppliers and delivery contractors to use alternatively–fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

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

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

**SCHEDULE FIVE**

**LOCAL PROCUREMENT PLAN**

**1. INTRODUCTION**

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

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

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

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

**2) MAIN REQUIREMENTS OF THE CODE**

**A) CONSTRUCTION.**

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

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

## *2.1 Actions & Responsibilities of Main Contractor*

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let (“the Procurement Schedule”) and to provide updates of the Procurement Schedule as and when it is updated or revised.

1. 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. 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)

1. 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.

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

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

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

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

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

**SCHEDULE SIX**

**AFFORDABLE HOUSING EXEMPTIONS**

**RELEVANT DEFINITIONS**

|  |  |
| --- | --- |
| **“Charge”** | means 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 |
| **“Chargee”** | means 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 |
| **“Date of Deemed Service”** | means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule:  (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 4pm or the following Working Day if it is delivered after 4pm; or  (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) |
| **“Default Notice”** | means a notice in writing served on the Council by the Chargee under paragraph 1.1(a) of this Schedule of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units |
| **“Intention Notice”** | means a notice in writing served on the Chargee by the Council under paragraph 1.2 of this Schedule that the Council is minded to purchase the relevant Affordable Housing Units |
| **“Moratorium Period”** | means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule 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) |
| **“Option”** | means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 1.3 of this Schedule for the purchase of the Affordable Housing Units |
| **“Sums Due”** | means 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 |
| **“Working Day”** | means any day except Saturday, Sunday and any bank or public holiday |

**1 CHARGEE**

1.1 The restrictions contained in clause 4.1 of this Agreement shall not be binding upon a Chargee PROVIDED THAT a Chargee must:

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):
2. The Chief Executive;
3. Chief Planning Officer;
4. The Borough Solicitor;
5. The Head of Development Management;
6. The Housing Commissioning and Partnership Manager; and
   * 1. The Planning Obligations Monitoring Officer

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

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

(c) 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:

(a) 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));

(b) the price for the sale and purchase will be agreed in accordance with paragraph 1.4.(b) below or determined in accordance with paragraph 1.5 below;

(c) provided that the purchase price has been agreed in accordance with paragraph 1.4(b) below or determined in accordance with paragraph 1.5 below, but subject to paragraph 1.3(d) 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;

(d) 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

(e) any other terms agreed between the parties to the Option (acting reasonably).

1.4 Following the service of the Intention Notice:

(a) 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

(b) 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:

(i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained at clause 4.1 of this Agreement; and

(ii) (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 10 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(b)(i) above:

(a) 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 10 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;

(b) 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 10 years’ experience in the valuation of affordable/social housing within the London area to determine the dispute;

(c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 1.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;

(d) the independent surveyor shall act as an expert and not as an arbitrator;

(e) the fees and expenses of the independent surveyor are to be borne equally by the parties;

(f) 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

(g) 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 clause 4.1 of this Agreement which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

(a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

(b) 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

(c) 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).

**2. TENANTS**

2.1 The restrictions contained in Clause [4.1] of this Agreement shall not be binding upon any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy (including the preserved right to buy) pursuant to the Housing Act 1985 (or an statutory successor thereto) or any other statutory provision for the time being in force in respect of any Affordable Housing Unit.

2.2 The relevant Registered Provider shall use all reasonable endeavours to apply [*the monies/ net proceeds*] received by the Registered Provider in respect of the sale of any Affordable Housing Unit to such a tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provide can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

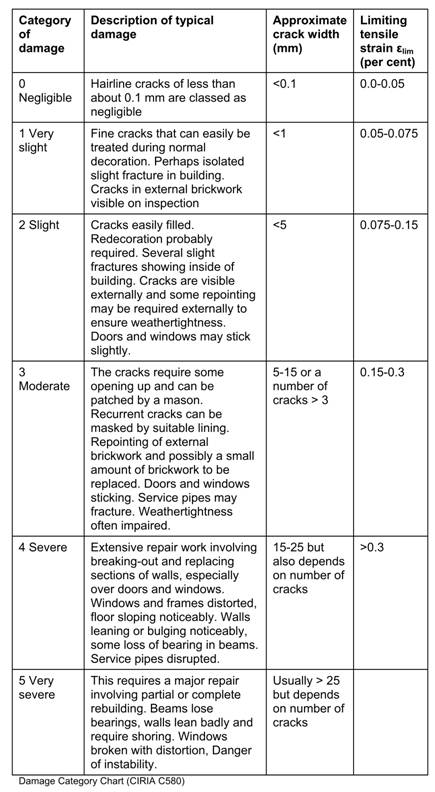
**SCHEDULE SEVEN**

**CAVAT VALUES**

|  |  |
| --- | --- |
| Tree | Cavat Value |
| 10 | £70,973 |
| 11 | £3,520 |
| 12 | £79,044 |
| 13 | £116,994 |

**SCHEDULE EIGHT**

**THE BURLAND CATEGORY OF DAMAGE**



**SCHEDULE NINE**

**ENERGY TARGETS**

**One Museum Street Plot**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Minimum Be Lean % Reduction | Minimum Be Green % Reduction | Overall Site Wide % Reduction |
| Residential |  |  |  |
| Non-Domestic | 11 | 11 | 22 |
| Total | 11 | 11 | 22 |

**High Holborn Plot**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Minimum Be Lean % Reduction | Minimum Be Green % Reduction | Overall Site Wide % Reduction |
| Residential | 19 | 43 | 62 |
| Non-Domestic | 10 | 9 | 19 |
| Total | 19 | 41 | 59 |

**Vine Lane Plot**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Minimum Be Lean % Reduction | Minimum Be Green % Reduction | Overall Site Wide % Reduction |
| Residential | 16 | 63 | 79 |
| Non-Domestic | 19 | 6 | 25 |
| Total | 17 | 58 | 74 |

**West Central Street Plot**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Minimum Be Lean % Reduction | Minimum Be Green % Reduction | Overall Site Wide % Reduction |
| Residential | 14 | 67 | 81 |
| Non-Domestic | 30 | 3 | 33 |
| Total | 16 | 57 | 74 |

**SCHEDULE TEN**

**SUSTAINABILITY TARGETS**

**One Museum Street Plot**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Energy Section Score and % | Water Section Score and % | Materials Section Score and % | Overall Score |
| Office (BREEAM New Construction 2018) | 16 credits  76% | 7 credits  77.7% | 7 credits  50% | Excellent |
| Retail (BREEAM New Construction 2018) | 8 credits  61.5% | 2 credits  100% | 7 credits  50% | Excellent |

**West Central Street Plot**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Energy Section Score and % | Water Section Score and % | Materials Section Score and % | Overall Score |
| Residential Refurbishment (BREEAM Domestic Refurbishment 2014) | 22.5 credits  77.6% | 3 credits  60% | 32 credits  66.7% | Excellent |

1. This needs moving alphabetically. [↑](#footnote-ref-1)
2. Iceni and planning officer to agree. [↑](#footnote-ref-2)
3. To be moved alphabetically [↑](#footnote-ref-3)
4. For WB – As per comment above, we cannot include “at all times” as it is not clear. [↑](#footnote-ref-4)