

DATED

2024

(1) .BIG YELLOW SELF STORAGE COMPANY LIMITED

and

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

A G R E E M E N T

relating to land known as

Alpha House, Regis Road, London, NW5 3EW

pursuant to

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

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

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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2024

A. **.BIG YELLOW SELF STORAGE COMPANY LIMITED** (Co. Regn. No. 05166173) whose registered office is at 2 The Deans Bridge Road, Bagshot, Surrey, GU19 5AT (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL541988.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 9 January 2023 under reference number 2023/0093/P.
- 1.4 The Council issued a decision notice refusing planning permission pursuant to the Planning Application on 25 August 2023.
- 1.5 The Appeal has been lodged by the Owner with the Secretary of State against the Council's refusal of the Planning Application.
- 1.6 The Appeal will be considered by an Inspector appointed by the Secretary of State and in the event that the Inspector or the Secretary of State decided to uphold the Appeal and grant Planning Permission the Owner and the Council agree that planning permission should be granted subject to the planning obligations set out in this Agreement.

- 1.7 The Council is the local planning authority for the purposes of the Act, and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable SME Workspace"	The 114m ² gross internal area ("GIA") (one hundred and fourteen square metres) (which for the avoidance of doubt can be divided into one or more collections of small units) of subsidised workspace within the Development located within the office space at the Property shown indicatively on Plan 2 (and the workspace can be any part of the office space shown therein and can be changed from time to time provided always that 114m ² GIA of subsidised workspace is available) to be let or licensed to micro, small or start up enterprises or Local Businesses (or such other company as agreed by the Council in writing) for a period of 10 (ten) years following first Occupation of the Affordable SME Workspace, in accordance with the Affordable SME Workspace Plan and proactively marketed to them in accordance with the Affordable SME Workspace Marketing Strategy
2.3	"Affordable SME Workspace Plan"	a plan setting out a package of measures to be submitted by the Owner and approved by the Council for the provision and management of the Affordable SME Workspace to ensure that the Affordable SME Workspace remains flexible

		<p>and affordable so as to be suitable and affordable for small and medium sized enterprises including (but not limited to):-</p> <ul style="list-style-type: none"> (a) details of any Affordable SME Workspace Provider (if relevant); (b) details of the space to be offered as Affordable SME Workspace on flexible tenancy/membership/licence terms (c) a requirement for the Affordable SME Workspace to be offered at the Affordable Workspace Rent; (d) the ratio of any service charges or other charges applied to the Affordable SME Workspace and the Affordable Workspace Rent should be less than or equal to the ratio of any service or other charges applied to the other office accommodation forming part of the Development in order to demonstrate genuine affordability (which for the avoidance of doubt may include solely an all-inclusive rent); (e) measures to ensure the Affordable SME Workspace will be offered to a range of sizes of business including micro businesses, start-ups and scale ups; (f) measures to ensure that the enterprises Occupying the Affordable SME Workspace have access to the same opportunities and facilities as all other occupiers; (g) measures to ensure that the enterprises Occupying the Affordable SME Workspace will be offered twelve (12) month tenancies or licences with flexibility to extend their Occupation after twelve months or for shorter tenancies or licences agreed with the Council in writing (and for the avoidance of doubt nothing in this Agreement shall require the
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		<p>Owner to enter into any tenancies that are protected by sections 24 to 28 of the Landlord and Tenant Act 1954 or any similar provision);</p> <p>(h) a mechanism to review rental levels and service charge levels for the Affordable SME Workspace (or a part thereof) every 2 (two) years following first Occupation of the Affordable SME Workspace; and</p> <p>(i) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Affordable SME Workspace Plan on an annual basis following first Occupation of the Affordable SME Workspace specifying the following:-</p> <p>(i) details of the rental levels paid;</p> <p>(ii) details of the individual tenants or licensees Occupying the Affordable SME Workspace including number of new businesses each year;</p> <p>(iii) the size including turnover and number of employees of the business occupying the Affordable SME Workspace</p> <p>(iv) the sector and specific activity and status of those business occupying the Affordable SME Workspace; and</p> <p>(v) provision of a mechanism for review and update as required from time to time</p>
2.4	"Affordable Workspace Rent"	<p>a rental level based upon an approved methodology (to be agreed by the Council and the Owner in writing) for establishing the rental levels to be proposed to tenants or licensees of the Affordable SME Workspace for 10 (ten) years following Occupation of the Development AND PROVIDED ALWAYS THAT the rent for the Affordable SME</p>

		Workspace is always 50% lower than the Commercial Market Rent to be reviewed every 2 (two) years during the lifetime of the Affordable SME Workspace following first Occupation of the Affordable SME Workspace (or other such review timeframe that the Council may agree to in writing)
2.5	"Affordable SME Workspace Marketing Strategy"	<p>a strategy to be submitted by the Owner and approved by the Council for marketing the Affordable SME Workspace and to ensure that the Affordable SME Workspace is marketed to micro, small or start up enterprises or Local Businesses including (but not limited to):-</p> <p>a) details of how and where the Affordable SME Workspace will be marketed;</p> <p>b) measures to ensure the Affordable SME Workspace will be offered on flexible tenancy/membership/licence terms on occupational terms substantially similar to those of other occupiers of the non-Affordable SME Workspace offices comprised in the Development to micro, small or start up enterprises or Local Businesses at a range of pricing options which enable businesses to start up and grow;</p> <p>c) measures to ensure that the Affordable SME Workspace is marketed to Camden Based Enterprises and to include a specific strategy to promote the Affordable SME Workspace units through local business channels and networks such as Business Improvement Districts in the London Borough of Camden;</p> <p>d) identifying means of ensuring the provision of information to the Council to monitor the implementation of the marketing strategy on a regular basis initially on an annual basis for a period of ten (ten) years following first Occupation of the Affordable SME Workspace; and</p> <p>e) provision of a mechanism for review and update as required from time to time</p>
2.6	"Agreement"	this agreement made pursuant to Section 106 of the Act

2.7	"Appeal"	the appeal lodged by the Owner against the Council's refusal on 25 August 2023 to grant planning permission pursuant to the Planning Application and allocated Planning Inspectorate reference number APP/X5210/W/24/3337347
2.8	"Borough"	the London Borough of Camden
2.9	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.10	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.11	"Camden Based Enterprises"	micro, small and medium sized enterprises whose registered company address is in the London Borough of Camden or whose director or owner can prove their primary residence is in the London Borough of Camden
2.12	"Carbon Offset Contribution"	the sum of £1,425 (One Thousand Four Hundred Twenty Five Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.13	"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
2.14	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.15	"Commercial Market Rent"	the rent or charge which either: a) is being charged for comparable floorspace within the Office Space (excluding the Affordable SME Workspace); or (if no such comparator is available)

		b) is the market value of comparable space found within a one mile radius of the Property for comparable floorspace for use within Class E(g)(i) of the Use Classes Order;
2.16	"Construction Apprentice Default Contribution"	the sum of £20,000 (twenty thousand pounds) per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.17	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.18	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 2 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) amelioration and monitoring effects on the health and amenity of local residences site construction</p>

		<p>workers local businesses and adjoining developments undergoing construction;</p> <p>(c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring, reviewing and updating as required from time to time</p>
2.19	"Construction Management Plan Bond"	the sum of £16,000 (sixteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement 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
2.20	"Construction Management Plan Implementation Support Contribution"	the sum of £10,116 (ten thousand one hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.21	"Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>

		and for the avoidance of doubt includes the demolition of the Existing Buildings
2.22	"Construction Work Placement Default Contribution"	the sum of being £804 (eight hundred and four pounds) per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.23	"Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.24	"Council's Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.25	"Decision Letter"	the letter issued by the Inspector or the Secretary of State determining the Appeal
2.26	"Development"	Demolition of the existing building and the construction of a self-storage facility (Use Class B8) and office space (Use Class E(g)(i)), together with vehicle and cycle parking and landscaping pursuant to the Planning Permission and the approved plans and drawings
2.27	"Employment Skills and Supply Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations contained in clause 4.8 of this Agreement through (but not limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 14 days through the Council's Construction Centre;</p>

		<p>(b) during the Construction Phase to ensure at least 10% of the onsite workspace is comprised of local people residing in Camden;</p> <p>(c) to ensure the provision of 4 (four) construction apprentices;</p> <p>(d) make provision during the Construction Phase for no less than 2 (two) work experience placements;</p> <p>(e) use reasonable endeavours to commit to engage with local schools and other local educational organisations to promote awareness and interest in all elements of construction industry with a commitment to involve students in construction activities if practicable;</p> <p>(f) to advertise a job vacancy for a sales assistant role employed by the Owner or any group company prior to Occupation of the Development through the Council's job brokerage service for 14 days before advertising the vacancy more widely;</p> <p>(g) commit to following the Local Procurement Plan; and</p> <p>(h) provision of a mechanism for review and update as required from time to time</p>
2.28	"Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled Energy Assessment Version 3.0 and dated 20 January 2023 by Silcock Dawson & Partners;</p>

		<p>(b) to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions;</p> <p>(c) to achieve an overall 96.3% reduction in on-site carbon emissions beyond the Part L 2021 baseline;</p> <p>(d) a minimum 10.2% Be Lean stage reduction through energy efficiency;</p> <p>(e) a minimum 86.2% Be Green stage reduction through on site renewable energy;</p> <p>(f) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance)</p> <p>(g) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.29	"Existing Buildings"	the building existing on the Property as at the date of this Agreement
2.30	"Fence Plan"	the Plan entitled "Fence Plan" appended to this agreement at Schedule 6

2.31	"Fence Removal Date"	the date specified in the Fence Removal Notice as the date by which the Rear Fence shall be removed
2.32	"Fence Removal Notice"	at least 40 working days' written notice given by the Council to the Owner notifying the Owner of the date on which the Rear Fence is required to be removed by for the purposes of construction of the new access road in the Potential Access Area
2.33	"Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.34	"Inspector"	the inspector appointed by the Secretary of State to determine the Appeal
2.35	"Local Business"	means either a person, partnership, company or other business organisation which is principally based or has its head office in the Borough or a company which would qualify as small for the purposes of section 382 of the Companies Act 2006, i.e. satisfying two or more of the following criteria in a financial year: (a) turnover of not more than £10.2 million; (b) balance sheet total of not more than £5.1 million; and (c) number of employees of not more than 50, or a company which would qualify as a micro entity under section 384A of the Companies Act 2006, i.e. satisfying two or more of the following criteria in a financial year: (i) turnover of not more than £632,000; (ii) balance sheet total of not more than £316,000; (iii) number of employees of not more than 10, or any replacement statutory definition of a small company or micro entity from time to time as may be enacted and "Local Businesses" shall be construed accordingly
2.37	"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:

		<p>(a) the incorporation of the measures set out in the Local Procurement Strategy annexed to the Schedule 3 hereto;</p> <p>(b) measures to ensure provision of a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Strategy;</p> <p>(c) to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Strategy; and</p> <p>(d) provision of a mechanism for review and update as required from time to time</p>
2.38	"Net Lettable Floorspace"	3,159 sqm of the floorspace comprised in the Development
2.39	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.40	"Office Space"	the units forming part of the Development which fall within Use Class E(g)(i) of the Use Classes Order within the area shown shaded blue on Plan 2
2.41	"Operational Phase"	the use of the Development for the purposes authorised by the Planning Permission following Occupation of the Development
2.42	"Parties"	the Council and the Owner
2.43	"Plan 1"	the Plan entitled "Site Location Plan" appended to this agreement at Schedule 1
2.44	"Plan "2"	the Plan entitled "Second Floor Plan" appended to this agreement at Schedule 5
2.45	"Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 9

		January 2023 which was allocated reference number 2023/0093/P and which has been refused by the Council by the Council's decision letter dated 25 August 2023
2.46	"Planning Obligations"	the obligations, conditions and stipulations on the Owner set out in clause 4 and "Planning Obligation" shall be construed accordingly
2.47	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.48	"Planning Permission"	the planning permission granted for the Development subject to conditions to be granted by the Secretary of State pursuant to the Appeal
2.49	"Potential Access Area"	the area shown [hatched [X]] on the Fence Plan
2.50	"Property"	the land known as Alpha House, Regis Road, London Camden, NW5 3EW the same as shown edged red on Plan 1
2.51	"Rear Fence"	the fence shown [shaded [X]] on the Fence Plan
2.52	"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities
2.53	"Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Statement dated August 2022 by Blewburton Limited</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 71% of the credits in each of Energy and Water and 75% of the credits in Materials categories;</p>

		<p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.54	"Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following :-</p> <p>(a) the relevant elements set out in the Schedule 4 hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan</p>

		<p>is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.56	"Travel Plan Co-ordinator"	<p>an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement</p>
2.57	"Travel Plan Monitoring and Measures Contribution"	<p>the sum of £5,674 (Five Thousand Six Hundred and Seventy Four Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for</p> <p>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</p> <p>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary</p>

		sector partners to be carried out over a six year period from the date of first Occupation of the Development
2.58	"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and (subject to clause 3.2) against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Notwithstanding the foregoing clause 3.1 the obligations under this Agreement shall not be enforceable against any statutory undertaker and/or utilities provider which acquires part of the Property or an interest falling within the Property for the purposes of its statutory function or functions always PROVIDED that this clause 3.2 does not apply in the event the Property is developed by any statutory undertaker pursuant to the Planning Permission.
- 3.3 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.
- 3.4 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties hereto are satisfied that the terms of this Agreement comply in all respects with the requirements of Regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 ("CIL Regulations") as amended in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development.
- 3.7 If the Secretary of State, in his Decision Letter, concludes that any of the Planning Obligations set out in this Agreement are incompatible with any one of the tests for planning obligations set out at Regulations 122 or 123 of the CIL Regulations, and accordingly attached no weight to that Planning Obligation in determining the Planning Application, then the relevant Planning Obligation shall, from the date of the Decision Letter, cease to have effect and the Owner shall be under no obligation to comply with them and shall have no further force or effect and shall not be enforceable against any of the Owner or its respective successors in title.
- 3.8 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.
- 3.9 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE SME WORKSPACE

- 4.1.1 On or prior to the Occupation Date to submit to the Council for approval the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development.
- 4.1.2 Not to Occupy the Development until such time as the Council has approved the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development as demonstrated by written notice to that effect.
- 4.1.3 Following the approval of the Affordable SME Workspace Marketing Strategy the Owner shall market the Affordable SME Workspace in accordance with the Affordable SME Workspace Marketing Strategy.
- 4.1.4 Not to Occupy or permit Occupation of more than 50% of the Net Lettable Floorspace comprised in the Development until such time as the Affordable SME Workspace has been occupied in accordance with the Affordable SME Workspace Plan.
- 4.1.5 For 10 (ten) years after the Occupation Date of the Affordable SME Workspace the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development for 10 (ten) years after the Occupation Date of the Affordable SME Workspace otherwise than in strict accordance with the requirements of the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan.
- 4.1.6 For the avoidance of any doubt the Owner shall ensure that the retention of the Affordable SME Workspace in the Development will be made available for let at an Affordable Workspace Rent for 10 (ten) years following Occupation of the Affordable SME Workspace.
- 4.1.7 The Owner shall submit information to the Council on an annual basis (or at such other time as reasonably requested by the Council or as agreed by the Parties in writing) specifying the Affordable SME Workspace with details of the rental levels paid and the

individual tenants Occupying the Affordable SME Workspace during the preceding 12 month period.

4.2 CAR FREE

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

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

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

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 above will remain permanently.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 CARBON OFFSET CONTRIBUTION

4.3.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

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

4.4 CONSTRUCTION MANAGEMENT PLAN

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

4.5 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

- 4.5.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach,.
- 4.5.4 The Owner must once notified by the Council in accordance with Clause 4.5.3 acknowledge the notice within 24 hours of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
 - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.5.5 In the event the Owner does not comply with the obligations in 4.5.4 (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 4.5.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.5.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.5.5.

4.6 EMPLOYMENT SKILLS AND SUPPLY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment Skills and Supply Plan as demonstrated by written notice to that effect.
- 4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment Skills and Supply Plan (as may be updated by the Owner and approved by the Council from time to time) and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment Skills and Supply Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment Skills and Supply Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment Skills and Supply Plan.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.7.1 On or prior to the Implementation Date submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.1 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.7.2 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.7.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as

approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.8 LOCAL EMPLOYMENT

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

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

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

- a) at least 10% of the onsite workforce is comprised of local people residing in Camden;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development as follows:
 - i. exclusively with the Council's Construction Skills Centre for a minimum of 14 days of the recruitment period for the Development; and
 - ii. after the expiry of the advertising period specified in paragraph (i) 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 Construction Phase 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.

4.8.4 The Owner shall ensure that during the Construction Phase no less than 4 (four) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

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

4.8.5 The Owner shall ensure that during the Construction Phase of the Development no less than 2 (two) paid work placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.

4.8.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.8.7 If the Owner is unable to provide the work placements in accordance with Clause 4.8.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.8.8 Notwithstanding the provisions in Clause 4.6 (above) of this Agreement, during the Construction Phase and the end use of the Development the Owner shall provide employment opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Council's Construction Skills Centre and the Council's Inclusive Economy Team.

4.8.9 The Owner shall work in partnership with the Council's job brokerage service to exclusively advertise a sales assistant role employed by the Owner or any group company prior to the Occupation of the Development for a minimum of 14 days before advertising the vacancy more widely.

4.9 LOCAL PROCUREMENT PLAN

4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.

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

4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Local Procurement Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.10 SUSTAINABILITY PLAN

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

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

4.10.3 Unless, in the event of evidence presented to the Council of the BRE being unable to consider or deal with any submission made to it in respect of the Development, a

different timescale (which takes into account of the past and expected further progress of the BRE in respect of that submission) is agreed by the Council in writing, not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

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

4.11 TRAVEL PLAN

4.11.1 On or prior to the Occupation Date to:-

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

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

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

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

4.12 Fence Removal

4.12.1. Upon receipt of the Fence Removal Notice, then the Owner shall within 7 days from the date of the Fence Removal Notice provide the estimated itemised schedule of costs

for undertaking the Rear Fence removal works ("Estimated Fence Removal Costs") for the Council's approval.

4.12.2 In the event that within 7 days from the date of provision of the Estimated Fence Removal Costs to the Council the Owner has received a written confirmation from the Council that the Estimated Fence Removal Costs are agreed, the Owner shall at the Council's Estimated Fence Removal Cost remove the Rear Fence prior to the Fence Removal Date or such other date as subsequently agreed in writing between the parties.

4.12.3 In the event that the Council does not agree with the Estimated Fence Removal Costs it shall be entitled to exercise an option to undertake the Rear Fence removal works provided that the Council:

a) confirms to the Owner in writing that the Estimated Fence Removal Costs are not agreed; and

b) gives a written notice to the Owner notifying the Owner that the Council will be carrying out the Rear Fence removal works themselves on or after the Fence Removal Date.

4.12.4 In the event that the Rear Fence removal works are undertaken by the Owner in accordance with paragraph 4.12.2 above, the Council shall following provision by the Owner of reasonable evidence of the Estimated Fence Removal Costs reimburse the Owner.

4.12.5 For the avoidance of doubt, in the event that the Council serves the Fence Removal Notice on the Owner, the Owner agrees prior to the Fence Removal Date to transfer, grant or licence to the Council all necessary rights as are within its power to so transfer, grant or licence to use the Potential Access Area as a road and/or a pavement as relevant (and with any such transfer, grant or licence to be on terms acceptable to both the Council and the Owner acting reasonably at the relevant time).

5 NOTICE TO THE COUNCIL/OTHER MATTERS

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

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2023/0093/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2023/0093/P.

5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2023/0093/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

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

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

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

Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/0093/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement and its monitoring fees (monitoring fees in a sum of £9,816 (Nine Thousand Eight Hundred and Sixteen Pounds) within 7 working days from the date of the Decision Letter if the Appeal is granted and Planning Permission is issued.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its 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 and, upon the written request of the Owner, the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. COUNCIL'S COVENANTS

7.1 The Council covenants with the Owner as follows:

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

7.1.2 Any contribution paid by the Owner to the Council pursuant to clause 4 of this Agreement which has not been used or allocated to be used for the purposes for which they were paid within ten (10) years of the Occupation Date shall be repaid to the Owner by the Council within twenty eight (28) days of receipt of written request for the same from the Owner.

8. MORTGAGEE EXEMPTION

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

9. JOINT AND SEVERAL LIABILITY

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

10. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY)
.BIG YELLOW SELF STORAGE)
COMPANY LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

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

.....
Authorised Signatory

SCHEDULE 1

SITE LOCATION PLAN – PLAN 1

SCHEDULE 2

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 3

LOCAL PROCUREMENT STRATEGY

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

SCHEDULE 4

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

SCHEDULE 5

PLAN 2

SCHEDULE 6

FENCE PLAN