

DATED 21 February 2014

(1) DAVID JEREMY GARDNER

and

(2) MCGREGOR HOMES LIMITED

and

(3) NATIONAL WESTMINSTER BANK PLC

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
159-161 Iverson Road, London NW6 2RB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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CLS/COM/LMM/1685.2455




THIS AGREEMENT is made the 21 day of February 2014

B E T W E E N:

- i. **DAVID JEREMY GARDNER** of Westwood House, Meadowcot Lane, Coleshill, Buckinghamshire HP7 0LL (hereinafter called "the Current Owner") of the first part
- ii. **MCGREGOR HOMES LIMITED** (Co Reg NO 06765982) of 1 Holmehills Cottages, Liphook GU30 7QP and care of GCL Solicitors LLP, Connaught House, Alexandra Terrace, Guildford GU1 3DA (hereinafter called "the Developer") of the second part]

the Current Owner and the Developer are together hereinafter called "the Owner"

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- iii. **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) ^{whose registered office} ~~of 7th Floor, 280~~
~~is at 135 Bishopsgate, London EC2M 4RB and whose address for service~~
~~Bishopsgate, London EC2M 4RB~~ (hereinafter called "the Mortgagee") of the third part
~~is Credit Documentation, Po Box 339, Manchester M60 2AH.~~

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

1. WHEREAS

- 1.1 The Current Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL481662 subject to an option agreement entered into with the Developer and subject to a charge to the Mortgagee.
- 1.2 The Current Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Developer is the beneficiary under an option agreement dated 17 October 2012 (with an option to purchase the Current Owner's freehold interest in the Property) and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 10 December 2013 and the Council resolved to grant

permission conditionally under reference number 2013/7505/P subject to conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act 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.

1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL481662 and dated 17 November 2002 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing including Social 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
- 2.3 "Affordable Housing"

- Units” the 2 x Intermediate Housing Units and 2 x Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.6 "the Community Facilities Contribution" the sum of £42,140 (forty two thousand one hundred and forty 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 community facilities in the London Borough of Camden
- 2.7 "Construction Management Plan" 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 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):-
- (i) a statement to be submitted to Council giving details of the environmental

protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

2.8 "the Construction Phase"

the whole period between

- (i) the Demolition Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing buildings

2.9 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.10 "the Demolition Date"

the date on which demolition of the existing buildings and site clearance commences

2.11 "the Development"

demolition of existing building and erection of two buildings ranging between one and six storeys, comprising 19 residential units (Class C3), 164sqm of employment floorspace (Class B1c) and associated ancillary development as shown on drawing numbers: (Prefix 0974 A-) Site Location Plan 000-001/P0; [as existing:] 025-001/P0; 025-002/P0; [as proposed:] 000-003/P4; 100-001/P4; 100-002/P2; 100-003/P2; 100-004/P2; 100-005/P2; 100-006/P2; 110-001/P3; 110-002/P3; 110-003/P3; 110-004/P3; 120-001/P3; 130-001/P2; Design and Access Statement (including Floorspace Schedule), produced by Dexter Moren Associates (DMA); Planning Statement, produced by Indigo

Planning dated November 2013; Noise Assessment, produced by Aulos Acoustics dated 20/11/13; Daylight/Sunlight Assessment, produced by Savills dated November 2013; Energy Statement, produced by Richard Hodgkinson Consultancy dated November 2013; Sustainability Statement, produced by Richard Hodgkinson Consultancy dated November 2013; Ecological Survey ref. 131105 produced by The Ecology Consultancy dated 6/11/13; Transport Statement, produced by Vectos dated November 2013; Lifetime Homes compliance Statement December 2013; and letters by Indigo dated 10/01/14

2.12 "the Education Contribution"

the sum of £53,740 (fifty three thousand seven hundred and forty 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 education needs arising in the London Borough of Camden

2.13 "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 Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the statement produced by Richard Hodgkinson Consultancy entitled "Energy Statement" dated November 2013 and submitted as part of the Planning Application ;

- (b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 40% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the

Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

- (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

2.14 "the Highways Contribution"

the sum of £23,450 (twenty three thousand four hundred and fifty 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following:

- (i) removal of two redundant vehicle crossovers;
- (ii) provision of two disabled parking bays;
- (iii) repaving the footways around the perimeter of the Property following completion of the Construction Phase
- (iv) removal of all temporary features installed during the Construction Phase including temporary accesses and loading bays;

("the Highways Works") 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

2.15 "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 which for the avoidance of doubt shall exclude archaeological works site or soil investigations ground investigations site survey works and the erections of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.16 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.17 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of up to 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such

- levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)
- 2.18 "Intermediate Housing Units" the 2 x units of Intermediate Housing forming part of the Development comprising 1 x 1 bedroom units and 1 x 2 bedroom units the same as shown coloured light blue on Plan 2
- 2.19 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.20 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.21 "Local Procurement Code" the code [annexed to] the Second Schedule hereto
- 2.22 "Occupation Date" the date when any part of the Development is occupied but does not include any occupation for the purposes of construction fitting out or provision of security and the phrases "Occupy",

"Occupied" and "Occupation" shall be construed accordingly

- 2.23 "the Parties" mean the Council the Current Owner the Developer and the Mortgagee
- 2.24 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10 December 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/7505/P subject to conclusion of this Agreement
- 2.25 "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
- 2.26 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.27 "the Property" the land known as 159-161 Iverson Road, London NR6 2RB the same as shown edged red on the plan annexed hereto
- 2.28 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.29 "the Public Open Space Contribution"

- the sum of £2,563 (two thousand five hundred and sixty threepounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.30 "Public Realm Contribution" the sum of £30,000 (thirty thousand pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the local area in the vicinity of the Development
- 2.31 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.32 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.33 "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
- 2.34 "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

2.35 "Shared Ownership"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale

2.36 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity 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) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
- (c) 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

2.37 "Social Rented Housing Units"

the 2 x units of Social Rented Housing forming part of the Affordable Housing Units comprising 1 x two bedroom units and 1 x three bedroom the same as shown coloured orange on Plan 3

2.38 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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

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 shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.9 Where under this Agreement any approval consent or agreement is required to be given by the parties such approval consent or agreement shall not be unreasonably withheld or delayed

3.10 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the owners shall not Occupy or permit Occupation of any part of the Development ..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect of requiring the Owner to cease to Occupy the Development until such time as the following has been undertaken:-

- a. the Council shall give notice to the Owner specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;
- b. the Council shall state what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;
- c. a period of not less than 14 days shall be stated as the period within which the Owners shall be required to take such steps;;
- d. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner or any other Parties and the Council will give due consideration to any action the Owner is undertaking itself to rectify any breach arising within the Development
- e. it is expressly acknowledged by the Owner that notwithstanding the terms of this clause it shall at all times Occupy the Development in accordance with the terms of the obligations in this Agreement.

3.11 The Council covenants to spend (or commit for expenditure) the contributions referred to in this Agreement solely for the purposes specified in this Agreement for which the contributions are paid or for such other purposes for the benefit of the Development as the Council and the Owner shall agree. If any part of the contribution shall not have been expended within a period of 10 years from the date of Occupation the Council shall return to the persons who made such payments any

unexpended part of the contribution within a period of 2 months of receipt of a written notice of refund

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE DEVELOPMENT**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

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

4.1.3 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 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 of this Agreement.

4.2 **AFFORDABLE HOUSING**

4.2.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.

4.2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.

- 4.2.3 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.
- 4.2.4 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 Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator and/or (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.2.5 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;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.2.3 hereof.
- 4.2.6 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 Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.2.7 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 Homes and Communities Agency or the Regulator or the Council.

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 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.
- 4.3.4 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.

4.4 HIGHWAY CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to:-
 - (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has :-
 - (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and

does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.4.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.5 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.

4.4.6 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.

4.5 **PUBLIC OPEN SPACE CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Open Space Contribution in full as demonstrated by written notice to that effect.

4.6 **PUBLIC REALM CONTRIBUTION**

4.6.1 On or prior to the Implementation Date to pay to the Council the Public Realm Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Realm Contribution in full as demonstrated by written notice to that effect.

4.7 **EDUCATION CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Education Contribution in full as demonstrated by written notice to that effect.

4.8 **COMMUNITY FACILITIES CONTRIBUTION**

4.8.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Community Facilities Contribution in full as demonstrated by written notice to that effect.

4.9 **SUSTAINABILITY PLAN**

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

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

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

4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.10 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

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

4.10.4 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 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.

4.11 LOCAL EMPLOYMENT

4.11.1 In carrying out the works comprised in the Construction Period the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.11.2 In order to facilitate compliance with the requirements of sub-clause 4.11.1 of this Agreement the Owner shall use its reasonable endeavours to:-

- (a) work in partnership with King's Cross Construction; and
- (b) ensure that:-
 - (i) all construction vacancies and work placement opportunities are advertised exclusively with King's Cross Construction for a period of at least one week before marketing more widely;
 - (ii) all contractors and sub-contractors provide information about all vacancies arising as a result of Construction Period to King's Cross Construction;
 - (iii) King's Cross Construction is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- (iv) King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating;
- what skills and employment are needed through the life of the programme; and
 - measures to ensure that these needs are met as far as possible and appropriate through the provision of local labour from residents of the London Borough of Camden;
- (v) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Period. During the Construction Period the Owner shall use reasonable endeavours to provide training 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 Kings Cross Construction.

4.11.3 The Owner shall (unless otherwise agreed in writing with the Council) employ 1 apprentice on the works comprised in the Construction Phase and shall work with King's Cross Construction to promote and advertise the training places to potential candidates. Each apprentice employed by the Owner during the Construction Phase shall:

- (a) be offered employment for a period of not less than 52 weeks;
- (b) be paid at a rate not less than the national minimum wage;
- (c) be provided with appropriate day release to undertake training at a further education college; and
- (d) be supported with a **£1,500.00** contribution towards the cost of recruitment and training

4.12 LOCAL PROCUREMENT

4.12.1 Prior to the Implementation Date to use reasonable endeavours to agree a programme for the Construction Period 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 Code.

4.12.2 Prior to the Implementation Date to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.12.3 To use reasonable endeavours to ensure that throughout the Construction Period works shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code as agreed pursuant to Clause 4.12.2 and in the event of non compliance with this sub-clause 4.12.3 the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

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

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 Planning Permission 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 the Planning Permission reference 2013/7505/P the date upon which the Development is 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 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 Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 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 2013/7505/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZN296 ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 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.

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

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

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

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2013/7505/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 of £10,000 (ten thousand pounds) incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand 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.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”)

of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(a) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2012/0099/P for the Default Notice to be properly served:-

- (a) The Chief Executive;

- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any person (or person claiming title from such person) to whom an Registered Provider grants a Shared Ownership lease or 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) shall be released from the obligations of Clause 4.1.

6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider 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).

7. **MORTGAGEE EXEMPTION**

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

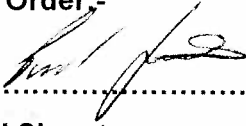
8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

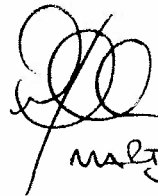
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)



.....
Authorised Signatory



Signed and Delivered as a Deed)
For and on behalf of)
National Westminster Bank Plc)
By a duly authorised Attorney)


MARY FREEMAN

In the presence of GUY WOODS



Witness' Signature-Bank employee

DOCUMENTOR
CREDIT DOCUMENTATION

REF 2484909 / MS6

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- b) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- c) Proposed start and end dates for each phase of construction.
- d) The proposed working hours within which vehicles will arrive and depart.
- e) The access arrangements for vehicles.
- f) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- g) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- h) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- i) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- j) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- k) Details of proposed parking bays suspensions and temporary traffic management orders.
- l) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- m) Details of hoarding required or any other occupation of the public highway.
- n) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- o) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- p) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- q) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- r) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- s) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- t) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- u) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- v) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- w) Any other relevant information with regard to traffic and transport.
- x) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). 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 Agreements 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 with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

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

2.1 **Actions & Responsibilities of Main Contractor**

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers 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 developer, their main contractor and subcontractors.

Facilities Management

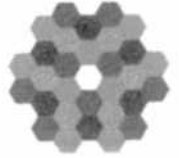
The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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

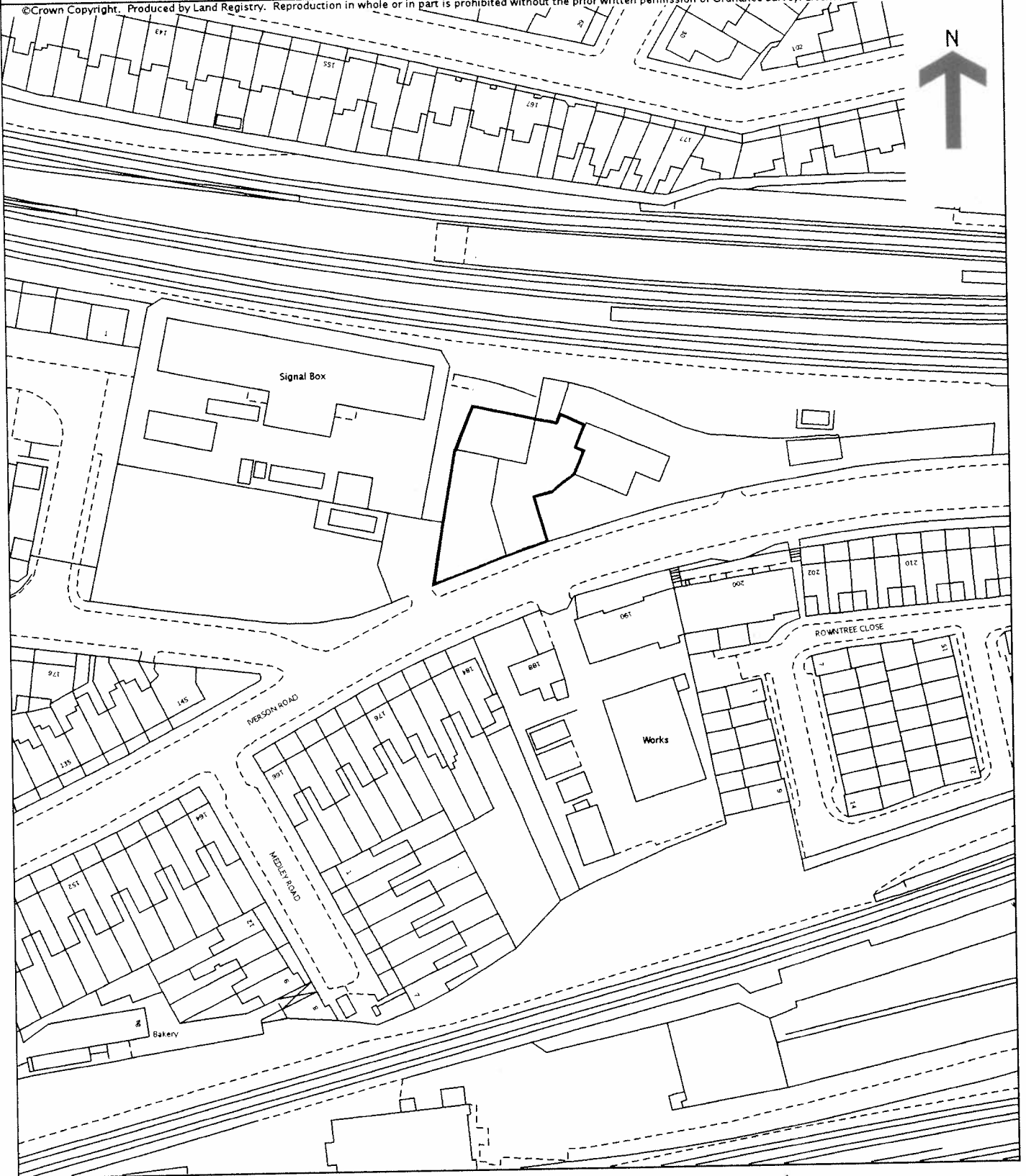


Land Registry
Official copy of
title plan

Title number **NGL481662**
Ordnance Survey map reference **TQ2584NW**
Scale **1:1250**
Administrative area **Camden**



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PO
Plan 1
sub
ans

These are the notes referred to on the following official copy

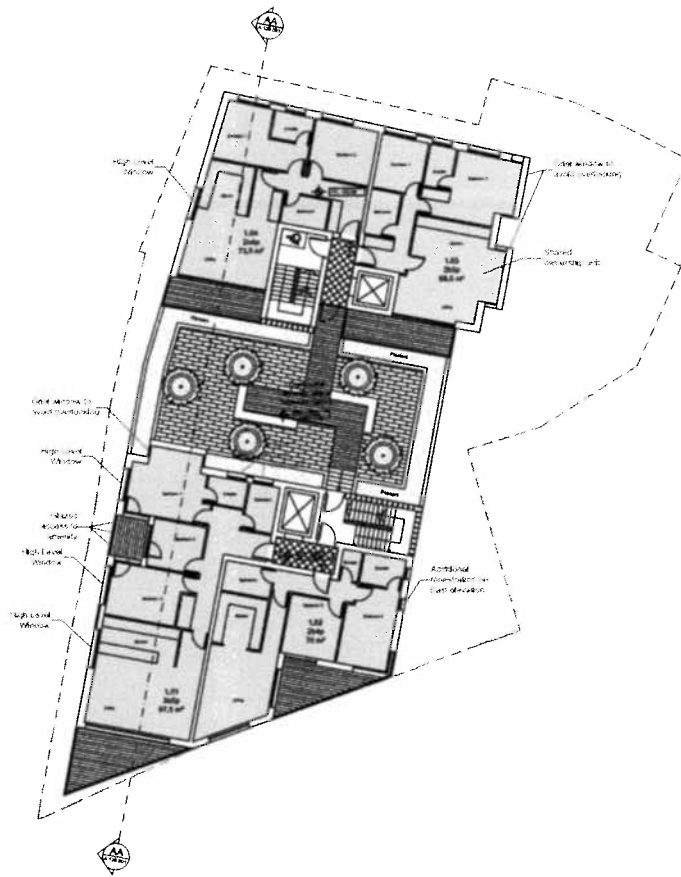
The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 10 January 2014 shows the state of this title plan on 10 January 2014 at 11:10:35. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

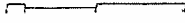
This title is dealt with by the Land Registry, Croydon Office .



Notes

- Application Site Boundary
- Allocable Unit (Intermediate)

First Floor
Scale 1:2000 A3
1:1000 A1



Client	McDesign Homes Ltd
Project	156-161 Newson Rd
Phase	First Floor
Drawn by	...
Checked by	...
Scale	1:2000 A3
Date	09/14
Project No	0974
Revision	A-100-202
Sheet No	P2

Handwritten signature: [Signature] mb
PJ

Plan 2





Indigo Planning
Swan Court
11 Worples Road
London
SW19 4JSTel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866planning@camden.gov.uk
www.camden.gov.uk/planningApplication Ref: **2013/7505/P**

11 February 2014

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:
159 -161 Iverson Road
London
NW6 2RB**DECISION**
Proposal:

Demolition of existing building and erection of two buildings ranging between one and six storeys, comprising 19 residential units (Class C3), 164sqm of employment floorspace (Class B1c).

Drawing Nos: (Prefix 0974 A-) Site Location Plan 000-001/P0; [as existing:] 025-001/P0; 025-002/P0; [as proposed:] 000-003/P4; 100-001/P4; 100-002/P2; 100-003/P2; 100-004/P2; 100-005/P2; 100-006/P2; 110-001/P3; 110-002/P3; 110-003/P3; 110-004/P3; 120-001/P3; 130-001/P2; Design and Access Statement (including Floorspace Schedule), produced by Dexter Moren Associates (DMA); Planning Statement, produced by Indigo Planning dated November 2013; Noise Assessment, produced by Aulos Acoustics dated 20/11/13; Daylight/Sunlight Assessment, produced by Savills dated November 2013; Energy Statement, produced by Richard Hodgkinson Consultancy dated November 2013; Sustainability Statement, produced by Richard Hodgkinson Consultancy dated November 2013; Ecological Survey ref. 131105 produced by The Ecology Consultancy dated 6/11/13; Transport Statement, produced by Vectos dated November 2013; Lifetime Homes compliance Statement December 2013; and letters by Indigo dated 10/01/14.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 Detailed drawings to include materials and finishes, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including plans, sections and elevations at 1:10 of typical fenestration on the north (railway) elevation and on each other elevation, typical balcony details and balcony screen, the main ground floor entrance doors to the commercial unit and residential, typical door details.

b) Details including plans, sections and elevations at scale of 1:20, including all elevations, green walls, sections through the lower terrace on the east and west elevation, of each typical arrangement on each elevation (i.e. areas of high-level windows) and at least two sections through the Iverson Road south elevation, showing different ground floor and upper floor treatments; and

c) Manufacturer's specification details of all facing materials, referenced to the elevation details above (and to the sample panel provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 A sample panel of all external facing materials shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the

immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. The landscaping scheme should show that full consideration has been given to the communal open space being joined/shared with the approved open space at No. 163 Iverson Road. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 a) Before building works commence on the site, a sound insulation scheme shall be submitted to and approved by the Local Planning Authority providing for the insulation of the proposed dwelling unit(s) so that externally generated noise from railway and road traffic do not cause internal noise levels to exceed an indoor ambient noise levels in unoccupied rooms of 30 dB(A) LA eq (1hour) and individual noise events shall not exceed 45 dB LAmax. The development shall be carried out in accordance with the approved scheme and in such a manner to ensure that the above noise levels (from railway and road traffic) are maintained thereafter.

b) On completion of development, a test on each dwelling shall be carried out to verify compliance with this condition. A report shall be produced containing all raw data and showing how calculations have been made. The development shall not be occupied until a copy of the report has been submitted to and approved in writing by the Local Planning Authority. The report shall set out standards used, measurements locations, raw tabulated and graphically represented data, time, date etc.

Reason: To safeguard the amenities of the premises in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP 28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The cycle storage hereby approved, as per drawing no. 0974/A-130/001/P2 for 26 cycles shall be provided in its entirety prior to first occupation of any of the new units, and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to commencement on the relevant part of the development details of all internal/external plant, including an acoustic report which demonstrates that the equipment will comply with the requirements of condition 22 shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance the details thus approved and shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 9 At least 50% of the glazed frontage to the ground floor front elevation shall be unobscured and maintained (both internally and externally) as such thereafter.

Reason: To safeguard the appearance of the premises, the character of the immediate area and improve community safety in accordance with the requirements of policy CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to the commencement of development plans and sections (scale 1:20) showing full details of the living roof and walls including species, planting density, substrate showing that adequate depth is available in terms of the construction and long term viability of the living roof and walls, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. This shall also include details of how the green wall has been designed to deal with shading from neighbouring development. The living roof roof and walls shall be provided in accordance with the approved details prior to first occupation of the development and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the living roof and walls are suitably designed and maintained and to secure appropriate features to enhance wildlife habitats and biodiversity measures within the development in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development

Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The development hereby permitted shall be carried out in accordance with the following approved plans (Prefix 0974 A-) Site Location Plan 000-001/P0; [as existing:] 025-001/P0; 025-002/P0; [as proposed:] 000-003/P4; 100-001/P4; 100-002/P2; 100-003/P2; 100-004/P2; 100-005/P2; 100-006/P2; 110-001/P3; 110-002/P3; 110-003/P3; 110-004/P3; 120-001/P3; 130-001/P2.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 12 Prior to occupation of the development the refuse and recycling storage facilities as shown on the drawings hereby approved shall be provided in their entirety. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policy CS5 and CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to commencement of development:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.

(c) The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 14 a) Before building works commence on the site, a scheme shall be submitted to and approved in writing by the Local Planning Authority providing for adequate insulation of the proposed dwellings to prevent the transmission of vibration from road and railway traffic causing any discomfort to its occupants as measured and interpreted by BS.6472:1992 "Evaluation of human exposure to vibration in buildings [1 Hz to 80 Hz]."
- b) The survey, as cited in acoustic report ref: 13P282 JT R1 260 - 188AA shall be carried out.

Reason: To safeguard the amenities of the premises in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 15 a) Before building works commence on the site, a scheme shall be submitted to and approved by the Local Planning Authority providing full details of the acoustic measures to be incorporated to ensure that the steady noise level does not exceed 50 LAeq,T dB in open spaces (including balconies) and open communal areas.

The development shall be carried out in such a manner to ensure that the above noise levels (from railway and road traffic) are to be retained (including maintenance) for the next 15 years.

b) Prior to occupation a survey of each open communal amenity area including balconies shall be carried out to verify compliance with condition 15(a). A report shall be produced containing all raw data and showing how calculations have been made. A copy of such report shall be submitted to the Local Planning Authority for its approval in writing. The report shall include details of standards used, measurements locations, raw tabulated and graphically represented data, time, date etc.

Reason: To safeguard the amenities of the premises in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Prior to the commencement of development full details of the bird and bat boxes (incorporated into the design of the building) shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed prior to occupation of the development in accordance with the approved plans and shall be permanently maintained and retained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan and Camden Planning Guidance 2013 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 17 Prior to commencement of the development further details to demonstrate that the development will satisfy criteria 6 and 7 of the Lifetime Homes Standards shall be submitted and approved in writing by the Local Planning Authority

The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved and submitted under condition 17 shall be provided in their entirety prior to first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Prior to the commencement of development, details of measures to be incorporated with regards to Designing-out-Crime shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thus approved.

Reason: In order to prevent opportunities for crime in accordance with the requirements of policy CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Prior to the commencement on the relevant part of the development details of the balcony screening shall be submitted to and approved in writing by the local planning authority. The screening shall be installed prior to first use of the balconies and shall be permanently maintained and retained thereafter.

Reason: In order to prevent unreasonable overlooking of the premises and neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The affordable residential units AG.01 and AG.03 at ground floor shall be provided as fully-fitted wheelchair accessible. Detailed drawings of the layout of this accommodation and fit out shall be submitted and approved in writing by the local planning authority prior to commencement on the relevant part of the development. The units shall be fitted out in accordance with the details thus approved prior to first occupation of the new development.

Reason: To ensure that the internal layout of the unit is acceptable with regards to accessibility by future wheelchair user occupiers in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 21 Prior to commencement on the relevant part of the development full details of a lighting strategy, to include information about controlling potential light spillage, shall be submitted to and approved by the Local Planning Authority in writing. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied:

Reason: In order to conserve and enhance wildlife habitats and biodiversity in accordance with the requirements of the London Plan and Camden Planning Guidance 2013 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 22 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the [adjoining] premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway).

Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.

- 4 With regard to condition no. 17 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 8 With regard to condition no. 13 above the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at www.environment-agency.gov.uk.
- 9 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up-to-date ecological information and this will help in future decision making.
- 10 The applicant is advised that Network Rail have raised a number of construction matters which may require further consultation and engagement with Network Rail

(such as excavation, security, vibration etc) and the applicant should engage with Network Rail at the earliest possible stage.

- 11 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 12 You are advised that the removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation should be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist should check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation should not be removed until the fledglings have left the nest.
- 13 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 14 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £61,300. This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

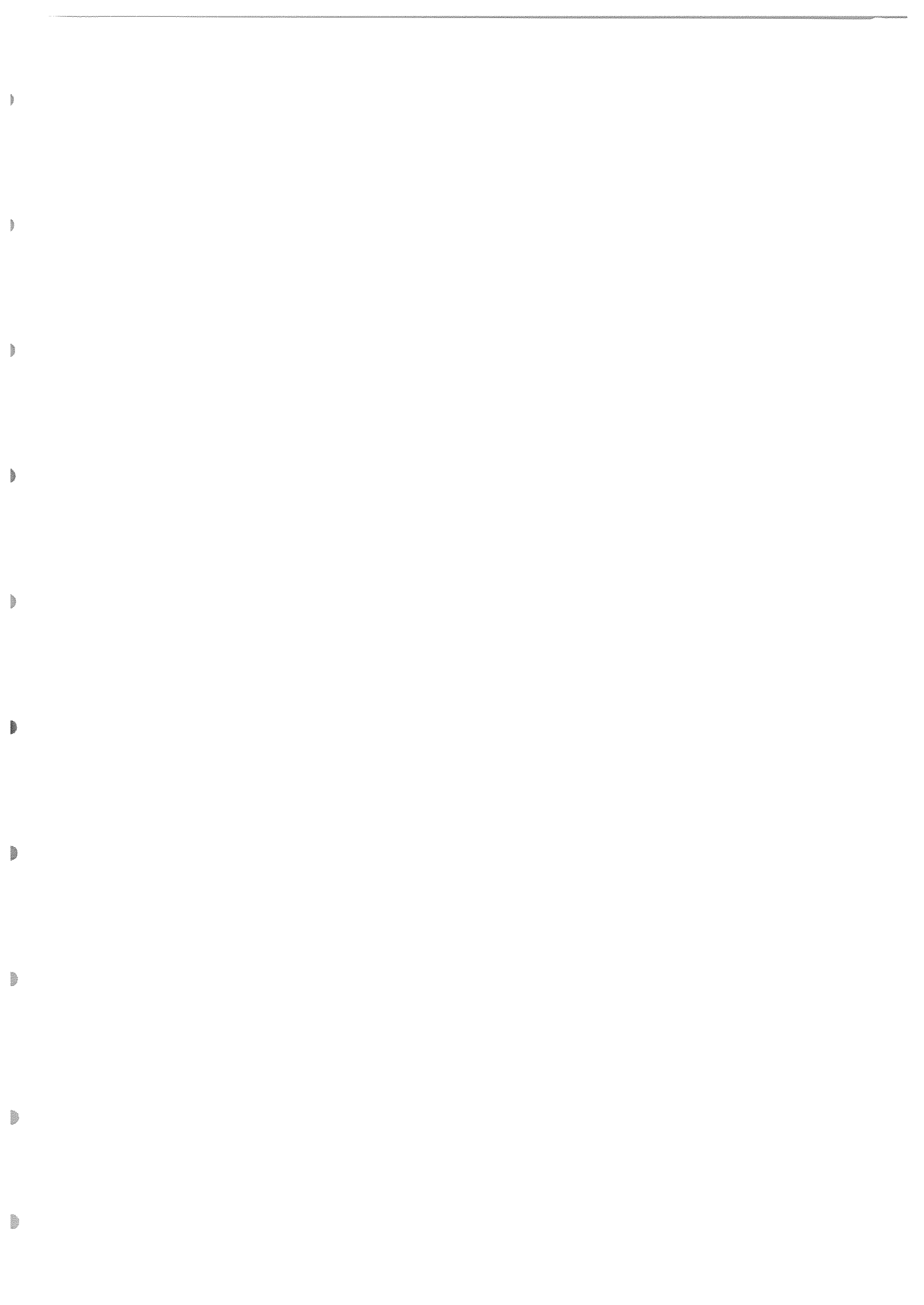
Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION





DATED 21 February 2014

(1) DAVID JEREMY GARDNER

and

(2) MCGREGOR HOMES LIMITED

and

(3) NATIONAL WESTMINSTER BANK PLC

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
159-161 Iverson Road, London NW6 2RB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

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