

DATED 15<sup>TH</sup> DECEMBER 2011

**(1) CATHCART INVESTMENTS LIMITED**

and

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

**A G R E E M E N T**  
relating to land known as  
**3 KIDDERPORE AVENUE LONDON NW3 7SX**  
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/JL/1685.1243  
s106 v2 07.12.11 FINAL

THIS AGREEMENT is made the 15<sup>th</sup> day of December 2011

**BETWEEN:**

1. **CATHCART INVESTMENTS LIMITED** (incorporated in Gibraltar) care of Ambassador House, 2 Cavendish Avenue, Sudbury Hill, Harrow, Middx HA1 3RW (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 84548.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 By a decision notice dated 16 September 2011 the Council refused the Planning Application and an appeal has been submitted to the Secretary of State against such refusal bearing the Planning Inspectorate's reference number APP/X5210/D/11/2166638.
- 1.4 The Parties have agreed to enter into this Agreement to address the second, third, fourth and fifth reasons given by the Council for refusing to allow the Planning Application.
- 1.5 The Agreement is intended to only take effect in the event that Planning Permission is granted.
- 1.6 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.

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

## 2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980
- 2.3 "Arup Assessment" The independent assessment by Arup dated 6 June 2011 of the Basement Impact Assessment documents submitted as part of the Planning Application.
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" the plan entitled Construction Traffic Management Plan by TWS dated May 2010 submitted as part of the Planning Application setting out the measures that the Owner will adopt in undertaking 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 building out of the Development, including the provision of a dedicated neighbourhood liaison officer and a traffic marshal;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) 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

2.5 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes both the temporary and permanent constructions works

2.6 "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

2.7 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on neighbouring properties and the water environment and providing a

programme of measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and neighbouring properties to include the following:-

(i) certification from an independent suitably qualified engineer from a recognised relevant professional body incorporating the following:-

(a) to certify that the engineer making the certification or any other identified independent suitably qualified engineer from a recognised relevant professional body has provided proper design and review input into the detailed design phase of the Development ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties have been incorporated into the final design;

(b) to certify that and that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the neighbouring properties beyond "slight" with reference to the Burland categories;

- (c) to certify that the detailed measures set out in sub-clauses (ii)-(vi) below have been inspected and approved by the engineer and are sufficient to achieve the objectives of the Detailed Basement Construction Plan with reference to (b) above;
- (ii) provision of a detailed structural appraisal of the neighbouring buildings undertaken by a suitably qualified and experienced chartered surveyor;
- (iii) a method statement detailing the proposed method of ensuring the safety and stability of neighbouring buildings throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;
- (iv) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties prepared by an identified suitably qualified and experienced chartered geotechnical engineer and identified chartered structural engineer both with experience of sub-ground level construction commensurate with the Development for

all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(v) to retain at the Property throughout the Construction Phase a suitably qualified engineer from a recognised relevant professional body who is engaged to monitor inspect and approve the construction works;

(vi) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the adjoining properties and the local water environment (surface and groundwater)

## 2.8 "the Development"

excavation of a double basement to provide additional residential accommodation including underground parking facilities to existing dwelling house (Class C3 as shown on drawing numbers Site Location Plan; A-KA29-EX00, -EX01, -EX02, -EX03, -EL02 (proposed East and West elevations), Li (Proposed sections to lightwells), SU (SUDs details), SC01 revB(July 2011), SC02 revB(July 2011), SC03 revA, SC04 revB(July 2011), PL00 revB (July 2011), PL01 revB (July 2011), PL02 revB (July 2011); EcoHomes pre-assessment by Hoare Lea;



Letters from Hugh St John (GCG) and TWS dated 5th August 2011 re BIA Appraisal; Supplementary Arboricultural Report by GBA Sept 2009; Comments by GCG on Eldred report of 26/08/2010; Comments by TWS & GCG on Eldred report of 30/03/2011; Marley Waterloc data sheet; MRH Borehole details in letter from TWS dated 22nd Jan 2010; Intelligent Parking CarDok Brochure; Environmental Noise Survey by report Hoare Lea; 8148-rev A\_Construction Traffic Management Plan\_Dated 20th May 2010; Construction Method Statement by TWS dated Feb 2011with appendices A, B, C, D, G; Interpretative Report on Ground Investigations\_Dated February 2011\_Revision 1 - Appendix E; Preliminary Damage Assessment Report\_Dated February 2011\_Revision 1 - Appendix F; CRM Stormflow management sheets 30 and 100 year storms (11/04/2011); Drainage and Surface Water Flow Appraisal by TWS June 2011; Comments dated May 2011, (by TWS & GCG), on report by Eldred Geotechnics Ltd dated 30/03/11; emails from Hugh St John dated 11 August 2011, 30 August 2011 and 31 August 2011;

2.9 "the Highways Contribution"

the sum of £6,300 (six thousand three hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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 repaving the footway and vehicular crossovers adjacent to the Property ("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

2.10 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.11 "the Inspector"

the planning inspector appointed by the Secretary of State to report on or (as the case may be) to determine the Planning Appeal on his behalf

2.12 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.13 "the Monitoring Fees"

the sum of £1,460 (one thousand four hundred and sixty pounds) to be paid by the Owner to the Council and to be applied by the Council in accordance with the terms of this Agreement and subject thereto to be applied in the event of receipt for the monitoring of the obligations contained within this Agreement

2.14 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.15 "the Parties"

mean the Council and the Owner

- 2.16 "the Planning Appeal" the appeal submitted to the Secretary of State against the decision of the Council to refuse permission for the Development sought in the Planning Application
- 2.17 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 29 June 2010 with reference number 2010/3432/P
- 2.18 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.19 "the Planning Permission" any planning permission granted by the Secretary of State or the Planning Inspectorate under reference APP/X5210/D/11/2166638 pursuant to the appeal against the refusal of the Planning Application
- 2.20 "the Property" the land known as 3 Kidderpore Avenue London NW3 7SX the same as shown shaded grey on the plan annexed hereto
- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.22 "the Secretary of State" the Secretary of State for the Department of Communities and Local Government or such other Secretary of State with responsibility for determining the Planning Appeal

2.23 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method Eco-Homes assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the Sustainability Plan are achievable 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 Development 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall be conditional on the grant of the Planning Permission and in the event of a grant of Planning Permission shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

##### 4.2 **DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event

of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.2.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

### **4.3 HIGHWAYS**

4.3.1 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.

4.3.2 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.

4.3.3 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.

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

4.3.5 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 **SUSTAINABILITY**

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

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

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

4.4.4 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 accordance with the Sustainability Plan as approved by the Council and shall in the event of any breach forthwith take any steps required to remedy such non-compliance.

#### 5 **OBLIGATIONS OF THE COUNCIL**

5.1 On completion of the Highway Works and at the request of the Owner pursuant to clause 4.3.3 above the Council shall provide the details of the Certified Sum expended by the Council in carrying out the Highway Works.

5.2 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 the Owner the difference between the two amounts.

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

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



- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/3432/P the date upon which the Development is ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing 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 always provided for the avoidance of doubt that the relevant officer within the Council shall confirm in writing during the course of correspondence (if requested to do so) whether or not the Owner is in compliance with any obligation in this Agreement..
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

citing the specific clause of this Agreement to which such plan relates quoting planning reference 2010/3432/P.

6.7 Payment of the Highways Contribution pursuant to Clause 4.3 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 Council reference 2010/3432/P 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.

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

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

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

6.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/3432/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement and in the event that Planning Permission is granted to pay the Council's Monitoring Fees within fourteen days of the date of issue of the Planning Permission.
- 7.4 In the event that Planning Permission is granted Owner hereby covenants with the Council that it will within 28 days from the date of the Planning Permission 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.
- 7.5 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.

- 7.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 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.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.9 Any approval, agreement, consent, certificate or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed.

8. **RIGHTS OF THIRD PARTIES**

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

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

**THE FIRST 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)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) 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](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) 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.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) 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.
- r) 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.
- s) 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"
- t) 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.
- u) Any other relevant information with regard to traffic and transport.

v) 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 COMMON SEAL OF )  
EXECUTED AS A DEED BY )  
CATHCART INVESTMENTS LIMITED )  
acting by a Director and his Secretary )  
in the presence of )  
or by two Directors )

.....  
Director

DIRECTORS

.....  
Director/Secretary

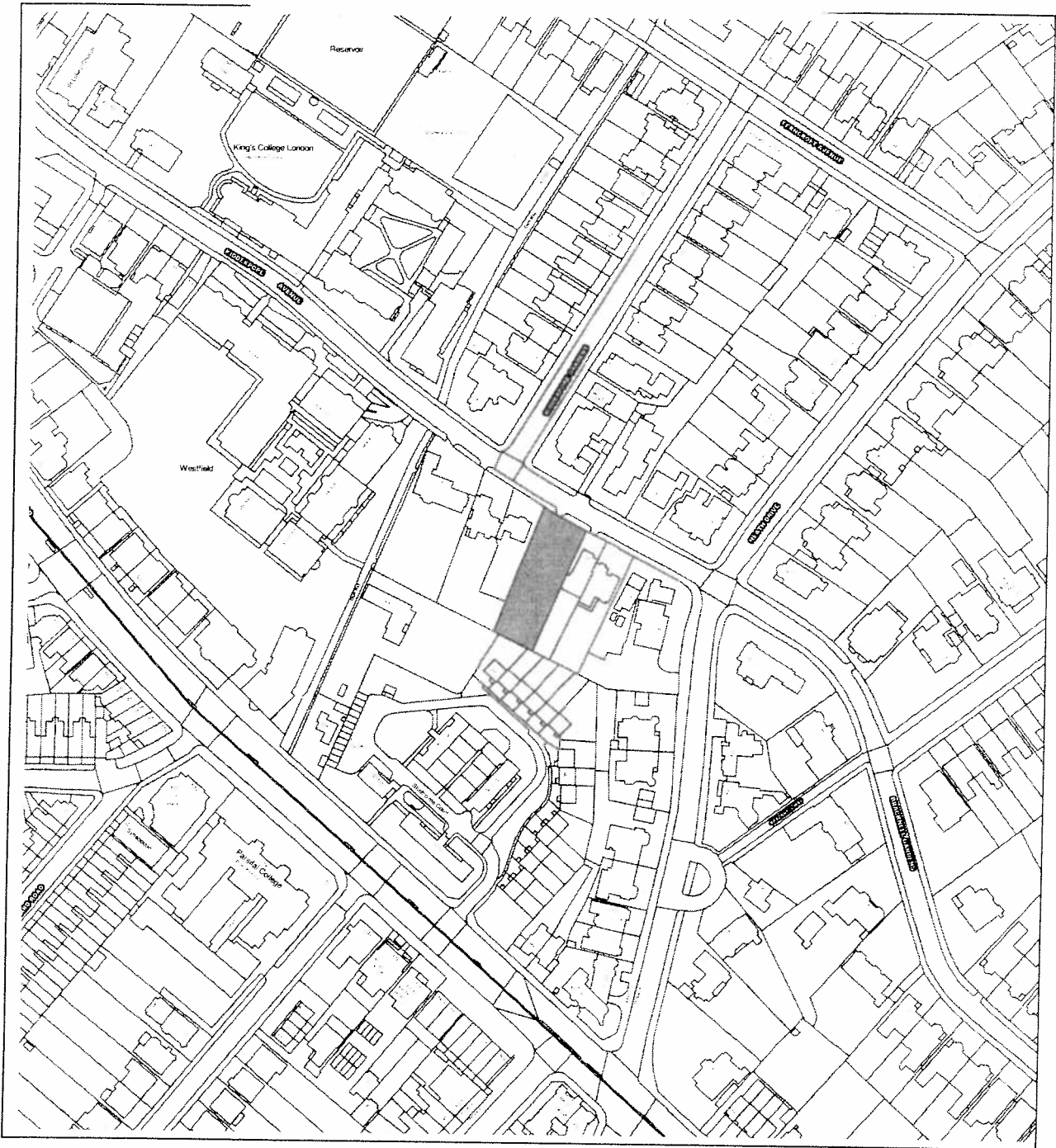
SECRETARIES LTD  
SECRETARIES

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

.....  
Authorised Signatory



# 3 KIDDERPORE AVENUE LONDON NW3 7SX



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