

**SHADOW S106 AGREEMENT
TO BE READ IN CONJUNCTION WITH
PLANNING PERMISSION REFERENCED 2012/5552/P DATED 22 March 2013**

DATED

2013

(1) OWNER

and

(2) [OTHER INTERESTED PARTIES]

and

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

**A G R E E M E N T
relating to land known as
MAIDEN LANE ESTATE
MAIDEN LANE
LONDON NW1 9YL
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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G:\case files\culture & env\planning\lmm\s106 Agreements\Maiden Lane Estate
(AH, PP, ESP, LL, LP, CAP, EEP, SP, CC, TP, CMP, CWG, SMP,
EVCP, CC, HC, CFC, HFC, BCC, LLC, LCYC, BUC, HC, EC)
CLS/COM/LMM/1685.1926
s106 v1 13.02.13

THIS AGREEMENT is made the day of 2013

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
- ii **MORTGAGEE** of (hereinafter called " ") of the second part
- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]
- 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 Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Number NGL739656 [subject to a charge to the
Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 12 October 2012 and the Council resolved to grant
permission conditionally under reference number 2012/5552/P.
- 1.4 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.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL739656 and dated 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 53 Intermediate Housing Units and 71 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 Bus Capacity Contribution" the sum of £450,000 (four hundred and fifty thousand pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to Transport for London for provision of an additional peak period service on the 390 bus route for no less than a five year period
- 2.6 "the Bus Stop Upgrade Contribution" the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to Transport for London for the undertaking of an audit of bus stop 'P' (southbound opposite the site) and identifying a schedule of works required to upgrade it to current accessibility standards
- 2.7 "Business Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
- 2.8 "Business Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
- 2.9 "the Car Club Plan" a plan setting out a package of measures the Owner will use in the management of the Development ensuring that it enters into an agreement with a local Car Club operator for a term of no less than three years from the date of last Occupation of the Development to provide a membership subsidy for all residents of the Development who wish to take part always

ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.10 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.11 "Community Access Plan"

a plan to be prepared by the Owner setting out detailed measures to be undertaken by the Owner to ensure that the Owner and its representatives and agents secure accessibility to the Development through the disabled lift located in Block A shown marked in Plan 2 by ensuring the following:-

- (a) the disabled lift is accessed via the reception area from York Way (lower ground level) or a side access door at upper ground level;
- (b) drawings showing exact location of the disabled lift and intended routes for access;
- (c) provision of a 24 hour concierge present in the reception area who will be able to operate the controlled access between the upper and lower ground floors and facilitate access to the lift;
- (d) provision of residents of the Property with access passes which allow operation of the lift without the concierge;

- (e) provision of a call facility to the concierge for non residents to allow use of the disabled lift by the public 24 hours a day seven days a week;
- (f) provision of clear signage in the Development of the location of the disabled lift and how to use it;
- (g) 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

2.12 "the Community
Facilities Contribution"

the sum of £465,000 (four hundred and sixty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt as follows:-

- (a) towards a programme of mitigation works and improvements to the Maiden Lane Community Centre which may include:-
 - i. the sum of £48,000 per annum for eight years to be used to mitigate the affect of the projected increased use by the residents of the Maiden Lane Estate;
 - ii. the sum of £5,000 per annum for eight years to be used towards capital projects an/or maintenance of the Maiden Lane Community Centre; and
 - iii. the sum of £5,000 per annum for eight years as a community chest to be spent on local groups and organisations within the vicinity of the Maiden Lane Estate to support existing projects and

organisations that provide services benefiting the residents of the Maiden lane Estate;

or

(b) towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property;

or

(c) towards new community facilities to serve the Development and its immediate locality

2.13 "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):-

- a) 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;

- b) incorporation of the provisions set out in the First Schedule annexed hereto;
- c) incorporation of the provisions set out in the Second Schedule annexed hereto;
- d) measures to ensure coordination so far as is reasonably practicable of demolition and construction works with any other developments under construction in the immediate vicinity of the Property to minimise:-
 - i. impact upon the highway network;
 - ii. impact upon the amenity of the owners and or occupiers of the residences and businesses in the locality
 - iii. effects on the health and amenity of local residences, local businesses, site construction workers and adjoining developments undergoing construction
- e) 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);
- f) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- g) 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

2.14 "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 the demolition of the Existing Buildings

2.15 "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

2.16 "the Development"

redevelopment of eastern part of Maiden Lane Estate following the demolition of Nos 1-55 and 2-16 Maiden Lane (Class C3 residential use) and the North Western Industrial Estate (Classes B1c/B8) to provide 10 new blocks including a 20 storey residential tower and 9 mixed use blocks of 3-7 storeys incorporating 265 units of class C3 residential (141 market / 71 social rented / 53 intermediate flats), mixed employment/retail/food and drink/community uses at ground floor level (classes B1/A1/A3/A4/D1) and a new energy centre, together with cycle parking and increased and improved areas of public realm and landscaping as shown on drawing numbers:- Site location plan AA1692-2-3-1001;

Layout Plans (prefix AA1692-2-1-)1001, 1020 - 1027, 1029 - 1031; Plans and Elevations (prefix AA1692-2-1-)1100, 1102 Rev A, 1103 Rev A, 1104 - 1109, 1120 - 1129, 1140 - 1143; Site Sections (prefix AA1692-2-1-)1009 - 1019; Street Views (prefix AA1692-2-3-)1010 - 1013; Unit Layouts (prefix AA1692-2-3-)1201 - 1219, 1221 - 1223, 1230 - 1237; Design and Access Statement dated Oct 2012; Planning Statement by CBRE dated Oct 2012 (including Lifetime Homes Assessment by PRP); Employment Report (including Camden Employment Sectors by CBRE dated Oct 2012, Maiden Lane Estate Regeneration Commercial Space Options Appraisal by Renaisi dated Sept 2012); Transport Statement by Alan Baxter dated Oct 2012; Sustainability Statement by PRP (including Sustainability dated 04/10/12; Energy Strategy dated 04/10/12, Daylight and Sunlight Assessment dated 13/09/12, Wind Analysis dated 28/09/12, Code for Sustainable Homes dated 04/10/12); Environmental Technical Studies (including Noise and Vibration by Entran dated 05/10/12, Ground Investigation by RSA Geotechnics dated 03/11/11, Flood Risk by RMA dated 08/10/12, Ecological Survey by Greengage dated Aug 2012, Arboricultural Survey and Arboricultural Implications Assessment by Thompson Ecology dated March 2012, BREEAM Assessment by BRE Global dated 23/08/12, Building Regs Part L Certification Documents dated 03/10/12, Explosive Ordnance by BACTEC dated 07/02/2012); Application forms and Accommodation schedule; Statement of Community Involvement; Public Realm Strategy

second draft 10 Oct 2012 (indicative only); Amended residential accommodation schedule dated 16/01/2013; Amended open space measurement -drawings (prefix AL1692-2-1-) SK004 rev B, SK006 rev C, SK007 rev B; CHP duct routes plan LME53902_M_903 rev B; Revised Air Quality Assessment by Entran dated 18/01/2013; Letter from Spectrum Acoustic Consultants dated 18/01/13; Basement Impact Assessment Report by RSA Geotechnics Ltd dated January 2013; Landscape Plans (prefix AL1692-2-1-)4200, 4204, 4205, 4207, 4208, 4209, 4211, 4217, 4218, 4300 – 4305; Survey drawings: garages drwg x 1 Rev A; Estate drwg x 1 Rev B; Site dwgs x 4 Rev B; Elevations (buildings 1-6) dwgs x 3

2.17 “the Education Contribution

the sum of £208,650 (two hundred and eight thousand six 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 the event of receipt for the provision of education needs arising in the London Borough of Camden

2.18 “Employment Floorspace Plan”

a plan setting out a package of measures to be adopted by the Owner in the management of the Development to deliver a minimum of 470m² (Gross Internal Area) of B1 space in blocks D & E (as shown indicated on Plan 2) forming part of the Development without limiting provision of further floorspace within the remainder of the Development and shall include (but not be limited to) the following:-

- (a) evidence demonstrating all the measures reasonably undertaken to provide low cost Incubator Workspace within the Development;
 - (b) details of the specification design and location of the minimum employment floorspace required within blocks D and E (as well as any other employment floorspace to be provided in the Development) and demonstrate how the approved document entitled *Maiden Lane Estate Regeneration Commercial Space Options Appraisal* by Renaisi dated September 2012 has informed the design letting and specification choices made in respect of provision of the employment floorspace within the Development;
 - (c) identify sectors and type of businesses to be targeted and a strategy to market and promote the employment floorspace within the Development to such sectors;
 - (d) demonstrate how the Owner will or has (as the case may be) work in partnership with Maiden Lane Community Centre or other social enterprise/local organisation to support and promote the employment floorspace within the Development; and
- a) identifying means of ensuring the provision of information to the Council and provision of a mechanism for regular review and update of this plan as required from time to time

2.19 "the Energy Efficiency and Renewable Energy Plan"

a plan 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 submission document entitled Energy Strategy and dated 4 October 2012 by PRP;
- b) 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 31% in carbon emissions by using reasonable endeavours but achieving at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- c) mechanisms to show integration of the Property estate-wide energy strategy as a second phase to the Development energy centre;
- d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- f) measures to enable future connection to a local energy network at the boundary of the Property;
- g) 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;
- h) 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
- i) 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

2.20 "Existing Buildings"

the buildings located at 1-55 and 2-16 Maiden Lane associated with the use of the Property as C3 residential use and the North Western Industrial Estate associated with the use of the Property as commercial B1c/B8 use all existing as at the date of this Agreement

2.21 "the Health Care Facilities Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to providing new health care facilities within block H (as shown indicated on Plan 2) forming part of the Development which shall include (but not be limited to) the following:-

- (a) all reasonable measures undertaken to engage proactively with the NHS Commissioning Board (or successor organisation) to assess local health care needs;
- (b) the location within block H of any agreed local health care facility;
- (c) details of any lease and/or licences to operate for the NHS to operate a health care facility out of Block H within the Development;
- (d) measures to ensure occupation by any health care facility provided within block H of the Development is at a peppercorn in perpetuity;

(e) details of long-term management of the health care facility within the Development; and

(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.22 “the Highways Contribution”

the sum of £199,000 (one hundred and ninety nine thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures (“the Highways Works”) these to include costs associated with the following:-

(a) creation of a loading bay on the west side of York Way;

(b) the relocation of bus top numbered Q from to allow the creation of the loading bay referred to in (a) above

(c) works to reconfigure the junction of Broadfield Lane and York way;

(d) the provision of a new vehicular access onto York Way at the north of the Property on the north side of Block I shown on Plan 3;

(e) repave the footways forming part of the Public Highway adjacent to the Property;

(f) Street tree-planting;

(g) Provision of traffic signing;

(h) Road-marking amendments; and

(i) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure 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

2.23 "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

2.24 "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

2.25 "Incubator Workspace"

workspace suitable for start up B1 multi-use enterprise offices and media offices provided as low cost accommodation with mentoring/networking opportunities to residents

graduates and businesses of the London Borough of Camden in connection with business start-ups

2.26 "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)

2.27 "Intermediate Housing Units"

the 53 units of Intermediate Housing forming part of the Development comprising 24 x 1-bed; 21 x 2-bed and 8 x 3-bed units to be provided within the Development in accordance with the Accommodation Schedule appended in the Fifth Schedule hereto

- 2.28 "King's Cross Construction Centre" the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.29 "the Legible London Contribution" the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards Transport for London's pedestrian wayfinding system that's helping people walk around London
- 2.30 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.31 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.32 "the London Cycle Hire Scheme Contribution" the sum of £130,000 (one hundred and thirty thousand pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to Transport for London for the provision of a docking station within the Development with capacity of 24 Cycle Hire bicycles within five years of the Occupation Date
- 2.33 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.34 "the Parties" mean the Council the Owner [the Mortgagee]
- 2.35 "Phasing Plan" a plan providing details for each intended phase of the construction of the residential blocks marked A through to J on Plan 2 including

details of timing and programming for construction and fitting out of each of the residential blocks forming part of the relevant phase of the Development ensuring the following:-

- (a) identification of the phases of building the development including estimated delivery times and dates;
- (b) measures to ensure that no more than a specified percentage (to be agreed by the Council in writing) of the market housing units shall be Occupied in each phase before the Affordable Housing Units are ready for Occupation;
- (c) not to Occupy or permit Occupation of any more than 25% of the market housing in the next phase until all the Affordable Housing in the previous phase are ready for Occupation;
- (d) programming to ensure the build out of the remaining phases of the Development within certain times; and
- (e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

- 2.36 "Plan 1" the plan marked Plan 1 annexed hereto showing the Property
- 2.37 "Plan 2" the plan marked Plan 2 annexed hereto showing the Phasing Plan
- 2.38 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 12 October 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/5552/P
- 2.39 "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
- 2.40 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.41 "the Property" the land known as Maiden Lane Estate Maiden Lane London NW1 9YL the same as shown shaded grey on Plan 1
- 2.42 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.43 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator

- 2.44 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.45 "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
- 2.46 "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
- 2.47 "Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of deliveries and servicing to the Property securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
 - (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
 - (c) measures to avoid a number of delivery vehicles arriving at the same time;

- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;
- (j) details of arrangements for refuse storage and servicing; and
- (k) 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

2.48 "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

2.49 "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

2.50 Social Rented Housing Units"

the 71 units of Social Rented Housing forming part of the Affordable Housing Units comprising 19 x 1-bed; 24 x 2-bed; 20 x 3-bed and 8 x 4-bed units to be provided within the Development in accordance with the Accommodation Schedule appended in the Fifth Schedule hereto

2.51 "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 assessment with a target of achieving a Very Good Excellent or Outstanding rating and use all reasonable endeavours to attain at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) achieve at least Level 4 of the Code for Sustainable Homes and use all reasonable endeavours to attain at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (c) 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 and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (d) 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

2.52 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of both the residential and commercial elements of the Development with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision of a TRAVL survey;
- (c) provision for an initial substantial review of the plan within six months of full Occupation Date of the Development ensuring the plan is updated upon receipt of results of the review (including an updated TRAVL survey) and further approved in writing by the Council;
- (d) a mechanism for monitoring and reviewing of the plan annually for a period of five years following the initial substantial review referred to in (b) above and further approved in writing by the Council;
- (e) a mechanism for reviewing the plan after the end of the five year period referred to in (c) above when required;

- (f) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

2.53 “the Travel Plan Co-ordinator”

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.54 “the Travel Plan Monitoring Contribution”

the sum of £5,561 (five thousand five hundred and sixty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner’s Travel Plan over a six year period from the date of first Occupation of the Development

2.55 “TRAVL”

is an acronym for Trip Rate Assessment Valid for London which is a multi-modal trip generation database designed specifically for use in London to estimate the effect of proposed changes in land use on transport patterns and on the amount of road traffic in an area

2.56 “Working Group”

a working group to be convened in accordance with the requirements of Clause 4.4 of this Agreement being a body which the Owner shall

use to facilitate consultation with the local community in respect of matters relating to demolition and construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.

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 Any reference to "the Council" in this Agreement shall specifically refer to the Council as Planning Authority.
- 3.5 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, 5, 6 and 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 4.22 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING¹**

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 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.
- 4.1.3 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.

¹ Planning Permission 2012/5552/P Condition ***

- 4.1.4 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 (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.5 Not to Occupy or allow Occupation of any part of the Development until such time as the works of construction conversion and fitting out of the Affordable Housing Units within the Development have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof and the Phasing Plan.
- 4.1.6 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.
- 4.1.7 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.

4.2 PHASING PLAN

- 4.2.1 On or prior to the Implementation Date to provide to the Council for approval a draft Phasing Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Phasing Plan as demonstrated by written notice to that effect.

- 4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phasing 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 Phasing 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.

4.3 **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 **MANAGEMENT OF THE CONSTRUCTION PHASE**

- 4.4.1 From the date of execution of this Agreement and at its own expense to invite the following to become members of the Working Group:

- (a) representatives of existing residents associations, traders associations or any other bodies or groups representing the owners, residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time
- (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.4.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property; and
- (c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.

4.4.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group.

4.4.4 To ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is provided above during the

Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides.

- 4.4.5 To ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.4.6 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.
- 4.4.7 To provide at its own expense throughout the Construction Phase of the Development:
- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and
 - (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

4.5 LOCAL EMPLOYMENT

- 4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% (twenty percent) of the work force is comprised of residents of the London Borough of Camden.
- 4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.5.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-
- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Centre;
 - b) King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - c) that King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
 - d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Centre and employed during the Construction Phase.
- 4.5.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 30 construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Kings Cross Construction Centre;
 - (ii) employed for a period of not less than 52 weeks; and

(iii) paid at a rate not less than the national minimum wage.

4.5.4 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 20 work place and/or work experience opportunities are provided at the Development.

4.5.5 Notwithstanding the provisions in clauses 4.5.3 and 4.5.3 of this Agreement, during the Construction Phase the Owner shall use all 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.

4.5.6 Following the Occupation Date the Owner shall ensure that at all times it will have in its employ no less than one end use apprentice within the Development always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid an amount at least equivalent to the Living Wage;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.6 **LOCAL PROCUREMENT**

4.6.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.6.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.6.4 To use all 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.

4.7 THE COMMUNITY ACCESS PLAN

4.7.1 On or prior to Implementation to submit to the Council for approval the Community Access Plan.

4.7.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Community Access Plan as demonstrated by written notice to that effect.

4.7.3 After 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 Community Access 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 Service Management Plan.

4.8 THE CAR CLUB PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Car Club Plan.

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

4.8.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Car Club 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 Car Club Plan.

4.9 EMPLOYMENT FLOORSPACE PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Floorspace Plan.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment Floorspace 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 Employment Floorspace 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 Employment Floorspace Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment Floorspace 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 HEALTH CARE FACILITIES PLAN

4.11.1 On or prior to the Implementation Date to submit to the Council for approval the Health Care Facilities Plan.

4.11.2 Not to Implement nor permit Implementation until such time as the Council has approved the Health Care Facilities Plan as demonstrated by written notice to that effect.

4.11.3 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 Health Care Facilities Plan as approved by the Council have been incorporated into the Property.

4.11.4 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 Health Care Facilities 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 Health Care Facilities Plan.

4.11.5 The Parties acknowledge that if no health care facility is able to be secured in the Development in accordance with the Health Facilities Plan within eighteen (18) months of the Implementation Date the Owner may use the space in block H of the Development for alternative permitted uses for the relevant part of the Development ALWAYS PROVIDED that the Council has confirmed in writing that it is satisfied that the Owner has used all reasonable endeavours to engage with the NHS Commissioning Board in order to provide a health care facility within the Development in which case (for the avoidance of doubt) the obligation under clause 4.11.4 shall no longer apply.

4.12 THE SERVICE MANAGEMENT PLAN

4.12.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

4.12.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.12.3 After 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 Service Management 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 Service Management Plan.

4.13 THE SUSTAINABILITY PLAN

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

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

4.13.3 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.

4.13.4 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.

4.14 THE TRAVEL PLAN

4.14.1 On or prior to the Implementation Date to:-

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

4.14.2 Not to Implement or permit Implementation of any part of the Development until such time as:

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

4.14.3 The Owner covenants with the Council that after 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 Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.15 BUS STOP UPGRADE CONTRIBUTION

4.15.1 On or prior to the Implementation Date to pay to the Council the Bus Stop Upgrade Contribution in full.

4.15.2 Not to Implement or to permit Implementation until such time as the Council has received the Bus Stop Upgrade Contributions in full.

4.16 BUS CAPACITY CONTRIBUTION

4.16.1 On or prior to the Implementation Date to pay to the Council the Bus Capacity Contribution in full.

4.16.2 Not to Implement or to permit Implementation until such time as the Council has received the Bus Capacity Contributions in full.

4.17 COMMUNITY FACILITIES CONTRIBUTION

4.17.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.17.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contributions in full.

4.18 EDUCATION CONTRIBUTION

4.18.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.

4.18.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contributions in full.

4.19 **LEGIBLE LONDON CONTRIBUTION**

4.19.1 On or prior to the Implementation Date to pay to the Council the Legible London Contribution in full.

4.19.2 Not to Implement or to permit Implementation until such time as the Council has received the Legible London Contributions in full.

4.20 **LONDON CYCLE HIRE SCHEME CONTRIBUTION**

4.20.1 On or prior to the Implementation Date to pay to the Council the London Cycle Hire Scheme Contribution in full.

4.20.2 Not to Implement or to permit Implementation until such time as the Council has received the London Cycle Hire Scheme Contributions in full.

4.21 **HIGHWAYS**

4.21.1 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.

4.21.2 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.

4.21.3 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.

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

4.21.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.21.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of issuing the said certificate return to the Owner the amount of the difference.

4.22 CAR CAPPED DEVELOPMENT

Residential obligation

4.22.1 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.

4.22.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.22.1 above will remain permanently.

4.22.3 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.22.1 of this Agreement.

Commercial obligation

- 4.22.4 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.22.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.22.4 above will remain permanently.
- 4.22.6 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.22.4 of this Agreement.
5. **NOTICE TO THE COUNCIL/OTHER MATTERS**
- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/5552/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 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 reference 2012/5552/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 Planning Permission reference number 2012/5552/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.
- 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 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

$$A = B \frac{Y-X}{X}$$

- 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 reference number 2012/5552/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement 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 [or 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 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.
- 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 2012/5552/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 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 Owner 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 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 as 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)

1. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
2. Proposed start and end dates for each phase of construction.
3. The proposed working hours within which vehicles will arrive and depart.
4. The access arrangements for vehicles.
5. 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
6. 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.
7. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
8. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
9. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

10. Details of proposed parking bays suspensions and temporary traffic management orders.
11. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
12. Details of hoarding required or any other occupation of the public highway.
13. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
14. Details of how traffic associated with the Development will be managed in order to reduce congestion.
15. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
16. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
17. 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.
18. 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.
19. 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"
20. 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.
21. All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- a) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - b) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - c) 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; and
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
22. Any other relevant information with regard to traffic and transport.
23. 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 Owner 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.

THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property for all aspects of use forming part of the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... “The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations.”

For further advice on developing a Travel Plan see the DfT’s travel plan website: (www.transportenergy.org.uk), Transport for London’s travel plan guidance website (www.tfl.gov.uk/workplacetravelplanning) or Camden’s Travel Plan partner website: www.camden.gov.uk/wtp

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

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

1. Public Transport and walking

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

- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

The Owner should encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

**FIFTH SCHEDULE
ACCOMMODATION SCHEDULE**

ADDENDUM 2.

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

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
in the presence of:)

.....
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed)
By Mortgagee)
by)
in the presence of:-)

.....

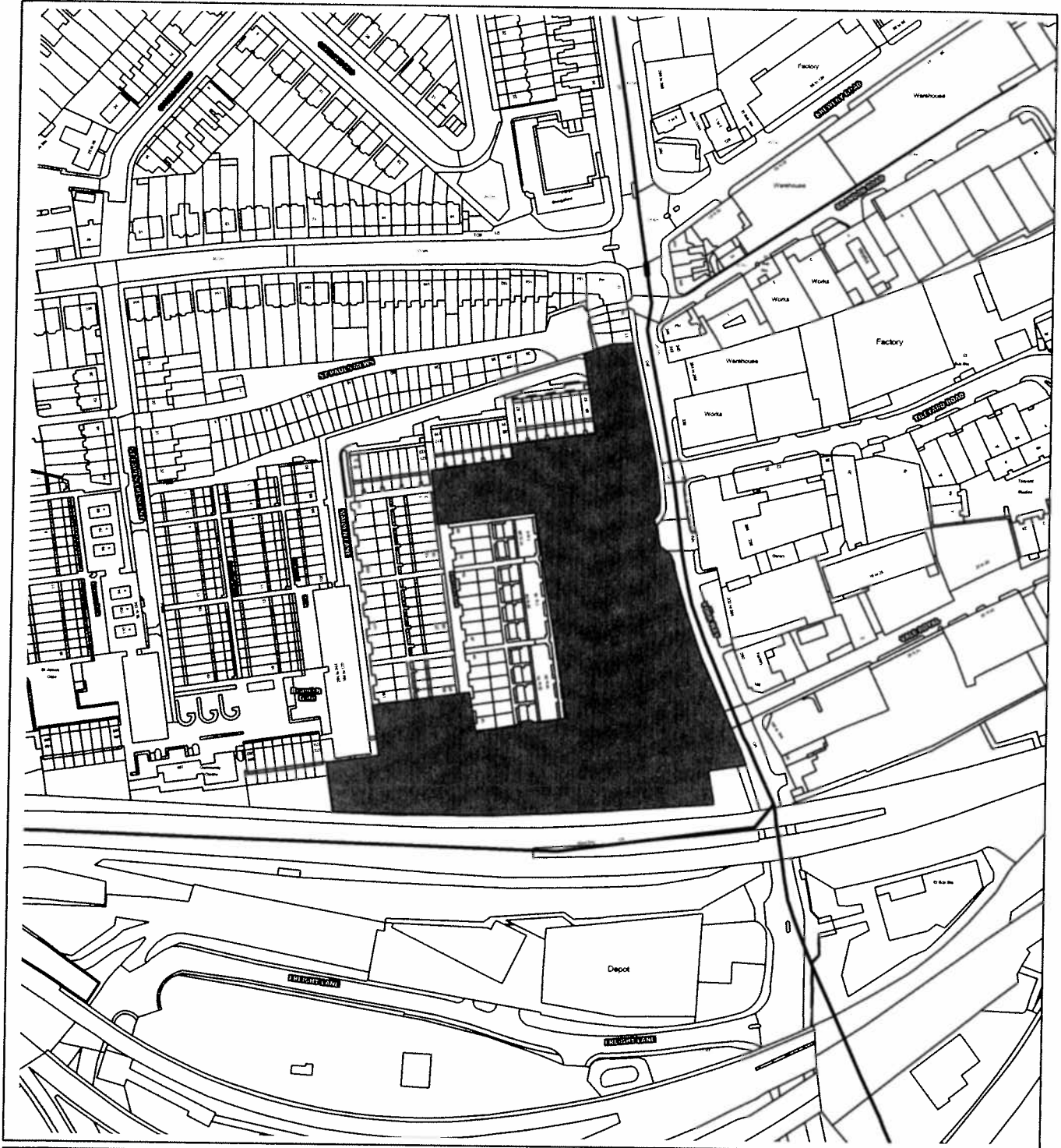
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....

Authorised Signatory

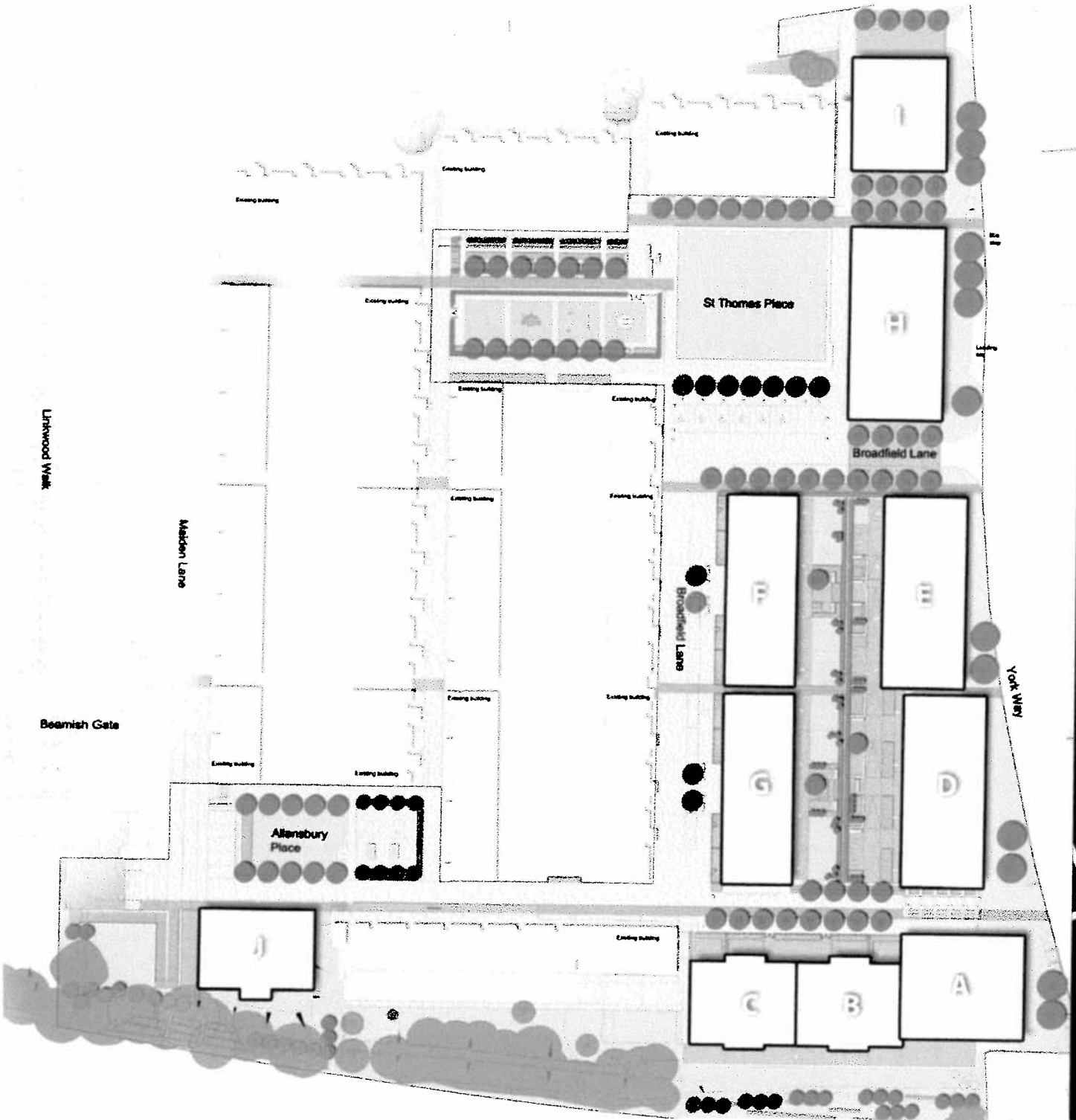
PLAN 1

MAIDEN LANE ESTATE



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PLAN 2



CBRE Ltd
Henrietta House
8 Henrietta Place
London
W1G 0NB

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2012/5552/P**
Please ask for: **Neil McDonald**
Telephone: 020 7974 **2061**

22 February 2013

Dear Sir/Madam

DRAFT
DECISION

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988

Councils Own Permission Under Regulation 3 Granted

Address:

Maiden Lane Estate
Maiden Lane
London

DECISION

Proposal:

Redevelopment of eastern part of Maiden Lane Estate following the demolition of Nos 1-55 and 2-16 Maiden Lane (Class C3 residential use) and the North Western Industrial Estate (Classes B1c/B8) to provide 10 new blocks including a 20 storey residential tower and 9 mixed use blocks of 3-7 storeys incorporating 265 units of class C3 residential (141 market / 71 social rented / 53 intermediate flats), mixed employment/retail/food and drink/community uses at ground floor level (classes B1/A1/A3/A4/D1) and a new energy centre, together with cycle parking and increased and improved areas of public realm and landscaping.

Drawing Nos: Design and Access Statement dated Oct 2012; Planning Statement by CBRE dated Oct 2012 (including Lifetime Homes Assessment by PRP); Employment Report (including Camden Employment Sectors by CBRE dated Oct 2012, Maiden Lane Estate Regeneration Commercial Space Options Appraisal by Renaisi dated Sept 2012); Transport Statement by Alan Baxter dated Oct 2012; Sustainability Statement by PRP (including Sustainability dated 04/10/12; Energy Strategy dated 04/10/12, Daylight and Sunlight Assessment dated 13/09/12, Wind Analysis dated 28/09/12, Code for Sustainable Homes dated 04/10/12); Environmental Technical Studies (including Noise and Vibration by Entran dated 05/10/12, Ground Investigation by RSA Geotechnics dated 03/11/11,

Flood Risk by RMA dated 08/10/12, Ecological Survey by Greengage dated Aug 2012, Arboricultural Survey and Arboricultural Implications Assessment by Thompson Ecology dated March 2012, BREEAM Assessment by BRE Global dated 23/08/12, Building Regs Part L Certification Documents dated 03/10/12, Explosive Ordnance by BACTEC dated 07/02/2012); Application forms and Accommodation schedule; Statement of Community Involvement; Public Realm Strategy second draft 10 Oct 2012 (indicative only).

Amended residential accommodation schedule dated 16/01/2013; Amended open space measurement -drawings (prefix AL1692-2-1-)SK004 rev B, SK006 rev C, SK007 rev B; CHP duct routes plan LME53902_M_903 rev B; Revised Air Quality Assessment by Entran dated 18/01/2013; Letter from Spectrum Acoustic Consultants dated 18/01/13; Basement Impact Assessment Report by RSA Geotechnics Ltd dated January 2013.

Site location plan AA1692-2-3-1001; Layout Plans (prefix AA1692-2-1-)1001, 1020 - 1027, 1029 - 1031; Plans and Elevations (prefix AA1692-2-1-)1100, 1102 Rev A, 1103 Rev A, 1104 - 1109, 1120 - 1129, 1140 - 1143; Site Sections (prefix AA1692-2-1-)1009 - 1019; Street Views (prefix AA1692-2-3-)1010 - 1013; Unit Layouts (prefix AA1692-2-3-)1201 - 1219, 1221 - 1223, 1230 - 1237.

Landscape Plans (prefix AL1692-2-1-)4200, 4204, 4205, 4207, 4208, 4209, 4211, 4217, 4218, 4300 - 4305.

Survey drawings: garages drwg x 1 Rev A; Estate drwg x 1 Rev B; Site dwrgs x 4 Rev B; Elevations (buildings 1-6) dwrgs x 3.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 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 The development hereby permitted shall be carried out in accordance with the following approved plans Site location plan AA1692-2-3-1001; Layout Plans (prefix AA1692-2-1-)1001, 1020 - 1027, 1029 - 1031; Plans and Elevations (prefix AA1692-2-1-)1100, 1102 Rev A, 1103 Rev A, 1104 - 1109, 1120 - 1129, 1140 - 1143; Site Sections (prefix AA1692-2-1-)1009 - 1019; Street Views (prefix AA1692-2-3-)1010 - 1013; Unit Layouts (prefix AA1692-2-3-)1201 - 1219, 1221 - 1223, 1230 - 1237.

Landscape Plans (prefix AL1692-2-1-)4200, 4204, 4205, 4207, 4208, 4209, 4211, 4217, 4218, 4300 - 4305.

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Design and Access Statement dated Oct 2012; Planning Statement by CBRE dated Oct 2012 (including Lifetime Homes Assessment by PRP); Employment Report (including Camden Employment Sectors by CBRE dated Oct 2012, Maiden Lane Estate Regeneration Commercial Space Options Appraisal by Renaisi dated Sept 2012); Transport Statement by Alan Baxter dated Oct 2012; Sustainability Statement by PRP (including Sustainability dated 04/10/12; Energy Strategy dated 04/10/12, Daylight and Sunlight Assessment dated 13/09/12, Wind Analysis dated 28/09/12, Code for Sustainable Homes dated 04/10/12); Environmental Technical Studies (including Noise and Vibration by Entran dated 05/10/12, Ground Investigation by RSA Geotechnics dated 03/11/11, Flood Risk by RMA dated 08/10/12, Ecological Survey by Greengage dated Aug 2012, Arboricultural Survey and Arboricultural Implications Assessment by Thompson Ecology dated March 2012, BREEAM Assessment by BRE Global dated 23/08/12, Building Regs Part L Certification Documents dated 03/10/12, Explosive Ordnance by BACTEC dated 07/02/2012); Application forms and Accommodation schedule; Statement of Community Involvement.

Amended residential accommodation schedule dated 16/01/2013; Amended open space measurement -drawings (prefix AL1692-2-1-)SK004 rev B, SK006 rev C, SK007 rev B; CHP duct routes plan LME53902_M_903 rev B; Revised Air Quality Assessment by Entran dated 18/01/2013; Letter from Spectrum Acoustic Consultants dated 18/01/13.

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

- 3 Prior to commencement of development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, details of proposed slab levels, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved in writing by the Local Planning Authority.

The development shall not be carried out other than in strict accordance with the details thus approved.

Reason: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the amenity enjoyed by nearby residential premises, in accordance with the requirements of policy CS1 and 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.

- 4 The details of the following shall be submitted to, and approved in writing by, the Local Planning Authority before any work, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, is commenced on the relevant part of the development:
- (a) Shopfronts; including sections, elevations and materials;
 - (b) Facing materials of all buildings;
 - (c) Details including sections at 1:10 of all windows and external door frames;
 - (d) Details including materials of all balconies;
 - (e) Details of the "Sky blades";

- (f) Detailed design of the access steps from York Way including provision of handrails and contrasting nosing;
 - (g) Details of the shared surfaces of Broadfield Lane and Allensbury Place including traffic calming, surface materials, contrasting colours and use of tactile surfaces;
 - (h) Details of CCTV, external lighting, lighting of entrance areas and control of access points.
- The relevant part of the works shall be carried out in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area and to promote fair and safe access for all in accordance with the requirements of policies CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17, DP24 and DP29 of the London Borough of Camden Local Development Framework Development Policies.

- 5 A sample panel of the facing materials demonstrating the proposed colour, texture, jointing and fixing 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 sample panel should be no less than 3mx2m. 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.

- 6 No visible flues, vents or drainage pipes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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.

- 7 No development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, 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. Such details shall include a full schedule of plant species and location, and 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, biodiversity and character of the area in accordance with the requirements of policy CS14 and CS15 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.

- 8 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the relevant phase of the development or prior to the occupation for the permitted use of the relevant phase of the development, whichever is the sooner. 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 and CS15 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.

- 9 The balcony balustrades to the interfacing elevations between blocks F-G (east elevation) and D-E (west elevation) shall be finished in obscure glazing only and permanently retained as such.

Reason: In order to ensure a reasonable degree of privacy for future residential occupiers of these blocks 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.

- 10 Not more than 25% of the combined net internal ground floor area of blocks D and E shall at any one time be occupied by non-B1 Class Uses of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order.

Reason: In order to ensure a minimum proportion of the commercial units in B1 employment use and to safeguard existing employment sites in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and DP13 of the London Borough of Camden Local Development Framework Development Policies.

- 11 No work shall commence on any of the buildings of the development until a scheme for noise mitigation has been submitted to and approved by the local planning authority in writing and the buildings shall not be occupied until completed fully in accordance with such scheme as will have been approved.

Reason: To safeguard the premises against the transmission of external noise 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.

- 12 No work shall commence on any of blocks A, D and E other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, until an additional survey to re-assess the noise environment in the vicinity of York Way has been undertaken and the local planning authority have confirmed in writing their satisfaction with proposed mitigation being appropriate to reasonably ameliorate the likely impacts. The development shall thereafter not be occupied until completed fully in accordance with the mitigation measures as will have been approved by the local planning authority in writing.

Reason: To safeguard the premises against the transmission of external noise 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.

- 13 Prior to the commencement of Block J, a noise impact assessment of the Combined Heat and Power plant to be installed within that block together with a report of any noise mitigation required shall be submitted to and approved by the local planning authority and thereafter no occupation of block J shall be permitted until completed fully in accordance with the mitigation measures as recommended by such report as has been approved.

Reason: To safeguard the premises against the transmission of external noise 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.

- 14 If parliamentary confirmation has been given to a railway link route between High Speed 1 and High Speed 2 before work has been commenced on any of Blocks A, B, C and J then work shall not commence, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, until an additional noise assessment and report of mitigation of its impact has been submitted to and approved by the local planning authority in writing. The development shall not be occupied until completed fully in accordance with the mitigation measures as recommended in any such report as will have been approved.

Reason: To safeguard the premises against the transmission of external noise 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.

- 15 Prior to the commencement of any A3 or A4 use on the application site, details of

the extract ventilating system and/or air-conditioning plant together with appropriate sound attenuation and/or anti-vibration measures shall be submitted to and approved in writing by the local planning authority. The equipment and all such measures shall thereafter be installed only in accordance with such scheme as has been approved and shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining 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.

- 16 Prior to the commencement of any A3/A4 uses that entail primary cooking on the premises, the ventilation and filtration equipment to suppress and disperse fumes and/or smells created from cooking activities on the premises, shall be installed and be in full working order in accordance with any scheme as has been approved. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations. In the event of no satisfactory ventilation plant and / or machinery being provided, no primary cooking shall take place on the premises.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 17 No sound emanating from the commercial (Classes A1, A3, A4, B1 or D1) uses in the development shall be audible within any adjoining premises between 2300 hrs and 0700 hrs.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 18 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.

- 19 The A3/A4 uses hereby permitted shall not be carried out outside the following times: 0800-2300hrs on any day.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 20 Servicing of the commercial units hereby approved shall not be permitted outside of the following times: 0700 - 2300hrs on any day.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 21 Notwithstanding the provisions of Class D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, no part of the flexible A1/A3/A4/B1/D1 commercial premises hereby approved shall be used as a religious institution.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion and excessive on-street parking pressure in accordance with 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.

- 22 Before the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, detailed, detailed plans indicating the type and layout of secure and covered cycle storage facilities for 301 cycles for the residential component of the development and 12 cycles for the commercial uses shall be submitted to and approved by the local planning authority in writing. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of each respective part of the development, and permanently 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 of the London Borough of Camden Local Development Framework Development Policies.

- 23 The 6 fully accessible car parking spaces as shown on the approved drawings

shall be provided prior to occupation of blocks H and I and thereafter the use of these spaces shall at no time be used for car parking other than by registered disabled residents of, or visitors to, the wheelchair accessible units as shown on the approved drawings and no further car parking spaces shall be provided on the site other than as indicated on the approved drawings unless as otherwise may be agreed by the local planning authority in writing.

Reason: To ensure that the development does not contribute unacceptably to parking stress and congestion on the site and unacceptable increases in car use generally, and to ensure adequate provision for people with disabilities in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 and DP29 of the London Borough of Camden Local Development Framework Development Policies.

- 24 Piling or any other foundation designs using penetrative methods shall not be permitted unless a piling method statement detailing the type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works, has been submitted to and approved by the Local Planning Authority in writing in liaison with the relevant utility providers. The piling shall be undertaken in accordance with the approved method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 25 Development should not be commenced until an impact study of the existing water supply infrastructure has been submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The study shall include an assessment of the magnitude of any new additional capacity required in the system and a suitable connection point. The development shall thereafter not proceed otherwise than in accordance with the study as has been approved.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy.

- 26 The development hereby approved shall not be commenced, other than for site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, until details of a surface water drainage scheme for the site, based on the approved Flood Risk Assessment by RMA dated 08/10/12 shall be submitted to and approved by the local planning authority in consultation with the Environment Agency. Such scheme shall include green/brown roofs and achieve a reduction in surface water run-off rates to 151 l/s. The development shall not be implemented other than in complete accordance with the surface water drainage scheme incorporating any required changes as a result of the details that have been approved. The development shall not be implemented other than in complete

accordance with the surface water drainage scheme incorporating any required changes as a result of the details that have been approved.

Reason: In order to minimise the risk from flooding in accordance with policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 27 Prior to any superstructure works commencing on site, details showing the precise locations, specifications and design of no less than 15 bird nesting boxes/bricks and 6 bat boxes shall be submitted to and approved in writing by the local planning authority. The boxes/bricks shall be installed in accordance with the approved details prior to the occupation of the development and thereafter retained.

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 policy 7.19 of the London Plan 2011 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 28 Full details in respect of the green and brown roofs of the development including construction profile, materials, substrate depth, full schedule of plant species, density of planting and plan of maintenance shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The details shall include not less than 50% of the proposed living roof provision as a biodiverse extensive living roof to accord with the specific requirements for such, as stated in the approved Ecological Survey (Greengage August 2012). The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 29 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the protection details set out in the approved Arboricultural Survey and Assessment.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 30 At least 28 days before the development hereby permitted commences other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition:
- (a) a written detailed scheme of assessment consisting of site reconnaissance,

conceptual model, risk assessment and proposed schedule of investigation must be submitted to and approved by the local planning authority in writing. The scheme of assessment must be sufficient to assess the scale and nature of potential contamination risks on the site and shall include details of the number of sample points, the sampling methodology and the type and quantity of analyses proposed. The scheme of assessment must comply with the standards of the 'Environment Agency's Model Procedures for the Management of Contamination (CLR11)'.

(b) following the approval detailed in part (a) and before the development commences, a site investigation shall be undertaken in accordance with the approved scheme and the written results submitted to and approved by the local planning authority in writing. Laboratory results must be provided as numeric values in a formatted electronic spread sheet.

(c) a remediation scheme shall be submitted to and approved by the local planning authority in writing before the development commences.

The remediation scheme as approved in part (c) shall be implemented before any part of the development hereby permitted is occupied.

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.

- 31 In the event that additional significant contamination is discovered during the carrying out of the development it shall be reported in writing immediately to the local planning authority and a full written assessment together with any necessary modifications to the remediation scheme shall be submitted to the Local Planning Authority for written approval. Before any part of the development hereby permitted is occupied the developer shall provide written confirmation that all works were completed in accordance with the revised remediation scheme.

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.

32 *Affordable Housing

Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied for the purposes of and retained in perpetuity for Intermediate Affordable Housing in line with the London Plan definition for such as set out in the London Plan and Social Rented Housing (at rents equivalent to 'social rent' as set out in Camden's CPG2 draft alterations November 2012) as the case may be; not disposing of any interest in the

Affordable Housing Units (except by way of mortgage) other than to any other Registered Provider or any other body, organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

33 *Phasing Plan

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority a Phasing Plan which shall balance the delivery of the affordable and market housing with the phases of the development. The development shall thenceforth not proceed other than in complete accordance with such Plan as will have been approved from time to time by the Local Planning Authority

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

34 *Employment Space Plan

No residential units within the market tenure elements of the development shall be occupied until an Employment Floorspace Plan has been submitted to and approved in writing by the local planning authority. The Plan shall cover the following:

- Programme for delivering a minimum of 470 sqm (Gross Internal Area) of B1 space fitted out to a Shell and Core specification and ready to let to commercial tenants
- Demonstrate by reasonable endeavours a commitment to provide "low cost" incubator/workspace
- Provide details of the specification, design and location of the employment floorspace and demonstrate how the submitted Maiden Lane Estate Regeneration Commercial Space Options Appraisal by Renaisi dated Sept 2012 has informed the design, letting and specification choices made in respect of provision of the space
- Identify sectors and type of businesses to be targeted and a strategy to market and promote the workspace to such sectors
- Demonstrate how the developer will work in partnership with Maiden Lane Community Centre (or other social enterprise/local organisation) to support and promote the workspace
- Programme for regular reporting to the Council to address actions specified in the Plan.

- contain mechanisms for monitoring, review and further approval by the local planning authority

The development shall at all times proceed in accordance with such Plan as will have been approved.

Reason: To ensure that the development retains adequate provision of high quality, low cost and flexible employment floorspace that provides employment opportunities for local residents in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

35 *Recruitment and apprenticeships

Prior to commencement of any construction works associated with the new buildings hereby approved, including the extraction of basements and/or foundations but excluding site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall:

- have entered into an agreement with the Kings Cross Construction Skills Centre to support the recruitment of Camden residents to jobs created during the construction of the development; to advertise all construction job vacancies locally; and to work towards a target that 20% of jobs are filled by Camden residents
- have entered into an agreement with the Kings Cross Construction Skills Centre to provide 30 construction industry apprenticeships to Camden residents using a range of options tailored to the build requirements of the development. The placements would be delivered throughout the course of the development. Also to deliver 20 work placement/work experience opportunities throughout the construction process.
- have entered into an agreement with the Kings Cross Construction Skills Centre to deliver at least 1 End Use apprenticeship, e.g. caretaker, receptionist or another suitable role.

Reason: In order to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

36 *Local Procurement

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall:

- have demonstrated that they will work with the Council's local procurement team to provide opportunities for Camden-based businesses to tender for the supply of goods and services during construction.

Reason: In order to ensure that unemployed people within the Borough of Camden

have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

37 *Community Access Plan

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority a Community Access Plan setting out the access arrangements for the development including the public disabled lift within the development and shall contain mechanisms for monitoring, review and further approval by the local planning authority. The development shall be provided in accordance with the Community Access Plan and shall at all times proceed to be operated in accordance with such provisions as will have been approved.

Reason: To ensure that the development makes adequate provision for people with disabilities in accordance with policy DP29 of the London Borough of Camden Local Development Framework Development Policies.

38 *Energy Efficiency

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority for approval an Energy Efficiency and Renewable Energy Plan setting out a package of measures to achieve a target of 31% reduction in carbon emissions from the development. The Plan shall contain mechanisms for monitoring, review and further approval by the local planning authority. The development shall at all times proceed in accordance with such Plan as will have been approved.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

39 *Code for Sustainable Homes

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority a Sustainability Plan setting out the manner in which the development will achieve Code for Sustainable Homes (CFSH) level 4* for the residential units achieving 50% of the un-weighted credits in the Energy and Water and Materials sections. The development shall at all times proceed in accordance with such Plan as will have been approved. Prior to first occupation of the residential units a post-completion certificate which demonstrates that the approved rating has been

achieved shall be submitted to and approved in writing by the local planning authority.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13, CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 of the London Borough of Camden Local Development Framework Development Policies.

40 *BREEAM

Prior to fitting out of the commercial units in the ground floor of blocks D, E, H and I of the development the applicant and/or developer shall submit to the local planning authority a Sustainability Plan setting out the manner in which the development will achieve at least BREEAM 'Very Good' while achieving a minimum level of 60% of the un-weighted credits in the Energy and Water sections and 40% in the Materials categories. The development shall thenceforth proceed in accordance with such Plan as will have been approved. Prior to first occupation a post-completion certificate which demonstrates that the approved rating has been achieved shall be submitted to and approved in writing by the local planning authority.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13, CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 of the London Borough of Camden Local Development Framework Development Policies.

41 *Car capping

Prior to first occupation of any of the residential units, the landowner would ensure through agreement that each occupier of the premises is informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council (with the exception of the carpark hereby approved) and nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

42 *Residential Travel Plan

Prior to first occupation of the residential uses a Residential Travel Plan which shall set out measures for promoting sustainable transport modes for residents within the relevant phase of the development, shall be submitted to and approved in

writing by the Local Planning Authority in consultation with Transport for London and shall contain mechanisms for monitoring, review and further approval by the local planning authority. The plan shall provide for a Travel Plan Co-ordinator and allow for an initial substantial review within six months of full occupation incorporating an update based upon receipt of results of a post-occupancy TRAVL survey. The measures contained in the Travel Plan shall at all times remain implemented.

Reason: In order to ensure that the travel demand arising from the development does not significantly impact on the existing transport system and to accord with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

43 *Workplace Travel Plan

Prior to first occupation of the commercial uses of the development a Work Place and Visitor Travel Plan which shall set out measures for promoting sustainable transport modes for staff and visitors within the development, shall be submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London and shall contain mechanisms for monitoring, review and further approval by the local planning authority. The plan shall provide for a Travel Plan Co-ordinator and allow for an initial substantial review within six months of full occupation incorporating an update based upon receipt of results of a post-occupancy TRAVL survey. The measures contained in the Travel Plan shall remain in place for the duration of occupation of the relevant units.

Reason: In order to ensure that the travel demand arising from the development does not significantly impact on the existing transport system and to accord with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

44 *Construction Management Plan

Prior to the demolition of the existing buildings and the commencement of construction of the new buildings a Construction Management Plan (including an Air Quality Assessment) setting out measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and/or construction period(s) and taking account of the cumulative impact of concurrent or planned development within the immediate area, shall be submitted to and approved by the local planning authority in consultation with Transport for London and shall contain mechanisms for monitoring, review and further approval by the local planning authority and Transport for London as required from time to time. The Construction Management Plan shall also include details of a working group involving local residents and businesses, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities

on local residents and businesses. The measures contained in the Construction Management Plan shall at all times remain implemented throughout the duration of the works of demolition and construction.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

45 *Servicing Management Plan

Prior to the commencement of development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a Servicing Management Plan (SMP) shall be submitted to and approved in writing by the Local Planning Authority and shall contain mechanisms for monitoring, review and further approval by the local planning authority from time to time. The plan shall include details of the location and size of the proposed service layby, the frequency and proposed hours of servicing, details of arrangements for refuse storage and collections, and the mechanisms that will be used to ensure that all servicing continues to take place in accordance with the plan. The service layby shall be provided in full prior to first occupation of the commercial units of the development. No servicing of any building shall take place on any part of the highway network or public realm other than in accordance with the SMP so approved.

Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

46 *Electric vehicle charging and monitoring

Prior to first occupation of any part of the development, confirmation of the necessary measures to secure 3 on street electric vehicle charging points within the development shall be submitted to and approved in writing by the local planning authority. Such measures shall be completed prior to first occupation and shall thereafter be retained.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy.

47 *Car club bays

Prior to first occupation of any part of the development, confirmation of the siting and location of a minimum of two on-street car club bays within the site and the arrangements for providing these at a subsidised cost for residents for an initial

period of at least 3 years, shall be submitted to and approved by the Local Planning Authority in writing. The car club bays shall be provided and marked out and secured in accordance with the details thus approved.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy.

48 *Level plans

No part of the development shall be commenced other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, until such time as the local planning authority has confirmed in writing that it has received plans demonstrating the levels at the interface of the development, the boundary of the site and the public highway.

Reason: In order that the Council may ensure that the development is finished to a satisfactory standard and does not prejudice the surrounding highways network in accordance with policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

49 *Health facilities

Within 6 months of first implementation of the development, the applicant and/or developer shall have confirmed to the local planning authority to its reasonable satisfaction the steps that have been taken to engage with the NHS Commissioning Board, or equivalent health overseeing body, to assess local health care needs and to offer the potential inclusion of new health care facilities within block H of the scheme on lease terms that have first been agreed in writing by the local planning authority. The relevant unit shall not be occupied by any non-NHS Commissioning Board approved occupier unless a period of 18 months has elapsed from first implementation without there being any formal commitment from the NHS Commissioning Board, or equivalent health overseeing body, and the local planning authority have confirmed in writing (such confirmation not to be unreasonably withheld) that the applicant and/or developer have used their best endeavours for such commitment to be secured.

Reason: To ensure that the scheme makes satisfactory provision for health care facilities in accordance with policies CS16 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

50 *Community facilities contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure appropriate provision and improvements for the provision of community facilities in the vicinity of the development shall be submitted to and approved in writing by the Local Planning

Authority.

Reason: To ensure that the scheme makes satisfactory provision for community facilities in accordance with policies CS10 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

51 *Travel Plan monitoring and review contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure the monitoring and review of the Residential and Workplace Travel Plans shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure that the travel demands from the development can be monitored and maintained in line with a Travel Plan in accordance with the requirements of policies CS5, CS11 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

52 *Bus capacity contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure improvements to local public transport facilities shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure that the additional strain on public transport from the development can be properly managed in accordance with the requirements of policies CS5, CS11 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP17 of the London Borough of Camden Local Development Framework Development Policies.

53 *Legible London contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure improvements for pedestrian way-finding in the local area shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for promoting walking as a sustainable transport alternative and mitigating its impact on public transport in accordance with the requirements of policies CS5, CS11 and CS19 of the London Borough of Camden Local Development Framework Core Strategy

and policies DP16 and DP17 of the London Borough of Camden Local Development Framework Development Policies.

54 *London cycle hire contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure public cycle hire facilities in the local area shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for promoting sustainable transport alternatives and mitigating its impact on public transport in accordance with the requirements of policies CS5, CS11 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP17 of the London Borough of Camden Local Development Framework Development Policies.

55 *Bus stop upgrade contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure improvements to the accessibility of local bus stop facilities in the area shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for promoting sustainable and accessible transport alternatives in accordance with the requirements of policies CS5, CS11 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP9 of the London Borough of Camden Local Development Framework Development Policies.

56 *Highway works contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure the necessary highway works for the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development has an acceptable impact on the adjacent highway and provides an attractive safe and secure environment in accordance with the requirements of policies CS5, CS11, CS17, CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP20 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

57 *Education contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure appropriate measures to support the local education infrastructure shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the impact of the scheme on the local education infrastructure is mitigated in accordance with policies CS10, CS19 of the London Borough of Camden Local Development Framework Core Strategy and DP15 of the London Borough of Camden Local Development Framework Development Policies.

58 Need for a Legal agreement

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be progress on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

1 Reasons for granting planning permission:

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth), CS4 (Areas of more limited growth), CS5 (Impact of growth and development), CS6 (Quality homes), CS7 (Camden's centres and shops), CS8 (Successful and inclusive economy), CS10 (Community facilities and services), CS11 (Sustainable and efficient travel), CS13 (Climate change), CS14 (Promoting high quality places and conserving our heritage), CS15 (parks open spaces and biodiversity), CS16 (Improving Camden's health and well-being), CS17 (Making Camden a safer place), CS18 (Waste and recycling) and CS19 - (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP3 (Contributions to the supply of affordable housing), DP4 (Loss of affordable housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP12 (Managing the impact of food, drink, entertainment uses), DP13 (Employment sites and premises), DP15 (Community and leisure uses), DP16 (Transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (High quality design), DP25 (Conserving Camden's heritage), DP26 (Impact of development on occupiers and neighbours),

DP27 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Access), DP30 (Shopfronts), DP31 (Public open space) and DP32 (Air quality).

2 Reasons for granting planning permission (continued)

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations: The proposed development would provide a high density residential led mixed-use scheme in an area which is likely to benefit from regeneration associated with the nearby Kings Cross Central site. It would comprise approximately 50% of affordable housing much of which is suitable for families. The development would make more effective use of the site to provide new housing together with commercial floorspace providing employment opportunities for local people and flexible accommodation suitable for small and/or start-up businesses in the growing innovation sector. It would provide well designed buildings and a safe and accessible public realm that is readily legible and ensures an improved relationship between the existing residential estate, York Way and the areas to the south and east. Furthermore the scheme would deliver significant environmental performance improvements through incorporation of SUDs, site wide CHP with the potential to expand this to the estate as a whole, achievement of at least Level 4 of the Code for Sustainable Homes, green roofs and the potential for enhanced site wide biodiversity. In reaching its decision the Council has struck a reasonable balance between its policy of protecting existing employment premises and achieving much needed improvements as part of the Council's estate regeneration programme. The Council has also had regard to the noise environment particularly affecting the buildings facing York Way and the need for further survey work where required and appropriate mitigation.

- 3 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.
- 4 You are advised that condition 17 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 5 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.

- 6 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 7 In the absence of a Section 106 agreement securing the matters covered by conditions marked with * above, the Department of Planning and Public Protection requires an unequivocal written statement from the Assistant Director for Housing and Adult Social Care confirming that it will comply with the matters set out in conditions * (as provided in the form of the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land (not including disposals to individual tenants and occupiers) without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by conditions * which are outstanding or ongoing.
- 8 You are reminded that bats, reptiles and nesting birds are protected under the Wildlife and Countryside Act 1981 and should any bats or their roosts be found on the site then English Nature should be contacted. All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation should take place outside of the bird-nesting period (i.e. outside of March-August) unless supervised by a competent ecologist to ensure that relevant legislative requirements are met.
- 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, to assist in building up its data base of up-to-date ecological information and assist in future decision making.
- 10 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.
- 11 You are advised of the need to ensure that all necessary consents have been obtained from Thames Water regarding the connection of the development to the public sewer. You should incorporate protection to your property from possible surcharge from the sewerage network during storm events, for example by installing a non-return valve to prevent backflow. Thames Water would recommend that petrol/oil interceptors be fitted in all car parking/washing/repair facilities. Please contact Thames Water Developer Services on 0845 850 2777.
- 12 The applicant should note that the grant of this planning permission does not guarantee that highways works will be implemented as the works indicated on the plans will always be subject to further detailed design, consultation and approval as required by the Highway Authority in enactment of its statutory powers and relevant legislation.
- 13 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 need to be 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

- 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 £1,279,250 (25,585sqm x £50). 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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

**SHADOW S106 AGREEMENT
TO BE READ IN CONJUNCTION WITH
PLANNING PERMISSION REFERENCED 2012/5552/P DATED 22 March 2013**

DATED

2013

(1) OWNER

and

(2) [OTHER INTERESTED PARTIES]

and

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

**A G R E E M E N T
relating to land known as
MAIDEN LANE ESTATE
MAIDEN LANE
LONDON NW1 9YL**

**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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(AH, PP, ESP, LL, LP, CAP, EEP, SP, CC, TP, CMP, CWG, SMP,
EVCP, CC, HC, CFC, HFC, BCC, LLC, LCYC, BUC, HC, EC)
CLS/COM/LMM/1685.1926
s106 v1 13.02.13

Date: 25 March 2013
Your Reference: Rosemary Westbrook
Our Reference: 2012/5552/P
Enquiries to: Louise McLaughlan

Rachel Stopard
Director of Culture & Environment
London Borough of Camden
Town Hall
Argyle Street
LONDON
WC1H 8EQ

Dear Rachel

RE: SHADOW SECTION 106 AGREEMENT
MAIDEN LANE ESTATE
PLANNING REFERENCE 2012/5552/P

I refer to the above matter.

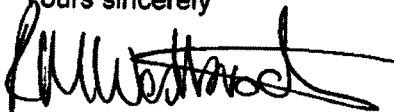
The seventh informative of the above referenced planning permission requires that I make an unequivocal written statement from myself confirming two matters to the Director of Culture and Environment. Please accept this letter in compliance with that informative.

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Housing and Adult Social Care Department, in the construction and operation of the development at Maiden Lane, will comply with the conditions marked with an asterisk in the planning permission referenced 2012/5552/P in the manner set out in the obligations contained within the attached shadow s106 Agreement.

I also further confirm that my Department will not dispose of any of its interests in the land at the Maiden Lane Estate development without first ensuring that any new owner simultaneously executes a Section 106 Agreement securing the obligations contained in the shadow s106 Agreement.

Yours sincerely



Rosemary Westbrook
Director for Housing & Adult Social Care
London Borough of Camden