

DATED

28<sup>th</sup> June

2011

**(1) SHAW HEALTHCARE (GROUP) LIMITED**

and

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

**A G R E E M E N T**  
relating to land known as  
Alexandra House, Maitland Park Road, London, NW3 2ET  
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 2463  
Fax: 020 7974 2962

CLS/CJ/1685.137

THIS AGREEMENT is made the 28<sup>th</sup> day of June 2011

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

1. **SHAW HEALTHCARE (GROUP) LIMITED** (Co. Regn. No. 05391089) whose registered office is at 1 Links Court, Links Business Park, Fortran Road, St Mellons, Cardiff CF3 0LT (hereinafter called "the Leaseholder") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Council is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL8196.
- 1.2 The Council 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 25 August 2010 and the Council resolved to grant permission conditionally under reference number 2010/4616/P subject to the conclusion of this legal Agreement.
- 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 The Leaseholder has entered into the Development Agreement with the Council pursuant to which it will be granted a lease of the Property and is willing to enter into this Agreement.

2. **DEFINITIONS**

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Agreement"                           | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "Affordable Housing"                      | low cost housing provided as Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents     |
| 2.4 | "Affordable Housing Units"                | the Extra Care Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing  |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Leaseholder's contractor/architect/project manager certifying that the Development has been completed  |
| 2.6 | "Construction Management Plan"            | the construction management plan prepared by the Leaseholder and approved by the Council on 8 April 2011 under reference 2011/0829/P and as may be amended by agreement between the parties which sets out the measures that the |

|     |   |
|-----|---|
|     | Leaseholder will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.  |
| 2.7 | <p>"the Construction Phase"</p> <p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>   |
| 2.8 | <p>"the Council's Considerate Contractor Manual"</p> <p>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</p>   |
| 2.9 | <p>"the Development"</p> <p>the erection of a part 2, part 3, part 4 storey building comprising a 60 bedroom care home (Class C2) and 35 extra care sheltered housing flats (Class C3) with associated shared facilities, plus external landscaping and a new entrance, parking facilities and service road as shown on drawing numbers Site location plan; MP02B, 03B, 04A, 05A, 06B; MPA07A, 08A, 09A, 10, 11, 12 (dated Sept 2010), 12 (dated Dec 2010); L3108 SKMP 01; L3108 SKWR 01; 797.01P; 797.01P_Clr; 797.04D Care Home Schedule of Accommodation; Extra Care Schedule of Accommodation; Planning Statement Dated Aug 2010; Draft Construction Management Plan; Draft Servicing Management Plan; Ground Investigation Report Dated May 2009; Appendix</p> |

C.20.1.B Bid Renewable Energy Strategy Report Dated Nov 2009; Appendix C.21.1.B Bid Part L2A Carbon Emissions Report Dated Nov 2009; Appendix C.20.2.C Bid Care Home Bedroom Summer Overheating Dated Nov 2009; Appendix C.20.2.E Bid Communal & Support Areas Summer Overheating dated Nov 2009; Appendix C.20.2.D Bid Extra Care Flats Summer Overheating dated Nov 2009; Breeam Assessment Report Dated Aug 2010; Pre Assessment Estimator Tool; Revised Arboricultural implications assessment dated June 2009; Internal Daylight Assessment Dated Aug 2010; Daylight & Sunlight Neighbourhood Impact Assessment Dated Aug 2010; letter dated 9.9.10 from Forty4 Consulting Ltd; External Appearance & Visual Impact Studies Dated August 2010

2.10 "the Development Agreement"

a project agreement between the Leaseholder and the Council signed simultaneously with this Agreement

2.11 "Energy Efficiency and Renewable Energy Strategy"

a strategy (including a post construction report) setting out a package of measures to be adopted by the Leaseholder in the management of the Development with a view to reducing carbon energy emissions through (but not limited to) measures identified in the document entitled Appendix C.20.1.B Bid Renewable Energy Strategy Report Dated Nov 2009 prepared by PMA Consulting Engineers

2.12 "the Extra Care Units"

units let for rent in accordance with the terms of the Nominations Agreement

2.13 "the Highways Contribution"

the sum of £15,400.00 (fifteen thousand four hundred pounds) to be paid by the Leaseholder to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following

- (a) repaving of the perimeter footways;
- (b) repaving of the vehicular crossover on Maitland Park Villas
- (c) realignment of the footway and highway around the redesigned entrance

("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.14 "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

2.15 "Kings Cross Construction"

the Council's flagship Kings Cross Construction Skills Centre providing advice and information on finding work in the construction industry located in York Way, Kings Cross

- 2.16 "the Level Plans plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Local Procurement Code" the Code annexed hereto and marked the First Schedule
- 2.18 "the Nomination Agreement" the agreement between the Registered Provider and the Council
- 2.19 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.20 "the Parties" mean the Council and the Leaseholder
- 2.21 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 August 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/4616/P subject to conclusion of this Agreement
- 2.22 "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
- 2.23 "the Planning Permission" a planning permission granted for the Development

- 2.24 "the Property" the land known as Alexandra House, Maitland Park Road, NW3 2ET the same as shown shaded grey on the plan annexed hereto
- 2.25 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.26 "Registered Social Landlord" a registered social landlord providing Affordable Housing registered as such by the Regulator
- 2.27 "Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
- 2.28 "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 Social Landlord 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



and which include the Extra Care Units

- 2.29 "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
- 2.30 "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
- 2.31 "Servicing Management Plan" a plan for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle and car conflicts and damage to amenity arising from such servicing and deliveries
- 2.32 "the Sustainability Plan" the plan comprising the information contained in the Breeam Assessment Report dated 16 August 2010 and the pre Assessment Estimator Tool submitted by the Leaseholder with the Planning Application and approved by the Council such plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method 2008 assessment being a Very Good or higher rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories

**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 Leaseholder as provided herein and against any person deriving title to any part of the Property from the Leaseholder and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties the obligations contained in this Agreement shall become binding upon the Leaseholder 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 capped" housing in accordance with Clause 4.2 for all relevant purposes.

#### **4. OBLIGATIONS OF THE LEASEHOLDER**

##### **4.1 AFFORDABLE HOUSING**

- 4.1.1 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 Social Landlord.
- 4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator.
- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
  - (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council in accordance with the terms of the Nomination Agreement;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 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.
- 4.1.5 The Registered Social Landlord 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 Social Landlord 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 CAR FREE DEVELOPMENT**

- 4.2.1 The Leaseholder hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Leaseholder 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.
- 4.2.2 The Leaseholder for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 On or prior to the Occupation Date the Leaseholder shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Leaseholder's opinion are affected by the Leaseholder's obligation in Clause 4.2.1 of this Agreement.

#### **4.3 CONSTRUCTION MANAGEMENT PLAN**

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

#### **4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY STRATEGY**

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Strategy.
- 4.4.2 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Renewable Energy and Energy Efficiency Strategy as approved by the Council and the Carbon Emissions reports submitted with the Planning Application have been implemented in the construction of the Development.
- 4.4.3 Following the Occupation Date the Leaseholder shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Energy Efficiency and Renewable Energy Strategy 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 Energy Efficiency and Renewable Energy Strategy.

#### **4.5 HIGHWAYS CONTRIBUTION**

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 For the avoidance of doubt the Leaseholder 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.
- 4.5.4 On completion of the Highway Works the Council may provide to the Leaseholder a certificate specifying the sum ("the Certified Sum") expended by the Council in

carrying out the Highway Works.

- 4.5.5 If the Certified Sum exceeds the Highway Contribution then the Leaseholder shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

**4.6 LOCAL EMPLOYMENT IN THE CONSTRUCTION PHASE**

- 4.6.1 In carrying out the works comprised in the Construction Phase of the Development the Leaseholder shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

- 4.6.2 In order to facilitate compliance with the requirements of Clause 4.6.1 above the Leaseholder shall use all reasonable endeavours to work in partnership with (i) Kings Cross Construction and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to Kings Cross Construction;
- (b) that Kings Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (c) that Kings Cross Construction is supplied with a full labour programme for the lifetime of the Construction Phase (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 employed during the Construction Phase.

- 4.6.3 The Leaseholder shall ensure that during the course of the Construction Phase it will employ (or offer to employ) no less than 2 construction trade apprentices on the works comprised in the Construction Phase and shall work in partnership with

Kings Cross Construction to promote and advertise the training places to potential candidates and notify the posts to Kings Cross Construction and further the Leaseholder shall ensure that each apprentice shall:

- (a) be resident in the London Borough of Camden;
- (b) be aged between 18 – 24 years;
- (c) where reasonably possible, be recruited through Kings Cross Construction;
- (d) where reasonably possible, be employed for a period of not less than 52 weeks;
- (e) be paid at a rate not less than the national minimum wage;
- (f) be supported through paid day release to undertake relevant training at a local further education college; and
- (g) be provided with on the job training and supervised on site at all times by an experienced operative in a trade related to their training needs;

and in respect of each apprentice the Leaseholder shall provide a quarterly statement to Kings Cross Construction setting out details of the apprentice's training.

#### **4.7 LOCAL PROCUREMENT**

- 4.7.1 Within six months from Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Local Procurement Code.
- 4.7.2 To ensure that throughout the Construction Phase 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 Leaseholder shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

- 4.7.3 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.

#### **4.8 SERVICING MANAGEMENT PLAN**

- 4.8.1 On or prior to Occupation following full consultation with members of the public living in the vicinity of the Property and at its own expense prepare a draft Service Management Plan.
- 4.8.2 On or prior to the Occupation Date submit to the Council for approval the Service Management Plan prepared after consultation showing the extent and method of public consultation and comment.
- 4.8.3 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the draft Service Management Plan
- 4.8.4 To comply at all times with the Service Management Plan as approved by the Council from time to time and not to permit occupation of the Development otherwise than in accordance with the Service Management Plan and in the event of any material breach of the Service Management Plan to remedy such breach forthwith and in the event of non-compliance with this sub clause the Leaseholder shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

#### **4.9 SUSTAINABILITY PLAN**

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



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

- 5.1 The Leaseholder 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 Leaseholder shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/4616/P the date upon which the Development will be ready for Occupation.
- 5.3 The Leaseholder 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 Leaseholder 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 Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Leaseholder agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Leaseholder 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 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Leaseholder 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 2010/4616/P.

- 5.6 Payment of the Highways Contribution pursuant to Clause 4.5 of this Agreement shall be made by the Leaseholder to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN099ZL065 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 Leaseholder.
- 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
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/4616/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 Leaseholder 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 Leaseholder hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Leaseholder 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 Leaseholder) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## 7. RIGHTS OF THIRD PARTIES

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

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

**EXECUTED** as a deed by  
Shaw Healthcare (Group) Limited  
acting by one director in the presence of:


  
**Director**

Witness signature:

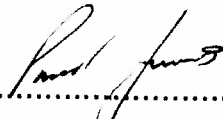
Name:

Address:

Occupation:

  
**DAVID DAY**  
**1 CON YSGUBOR, RHILWNA,**  
**CARDIFF**  
**PROJECT MANAGER**

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

  
.....  
Authorised Signatory



## **First 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 Unitary Development Plan (adopted June 2006). 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 Leaseholder 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 Leaseholder, 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**

## **2.2 Actions and Responsibilities of Sub-Contractors**

7. 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).
8. 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 including details to enable contact where appropriate with members of the sub-contractors' supply chain.

### **(B) POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT**

#### **Fitting out by tenants**

1. Where the tenants of a development are responsible for fitting out the building(s), we will require the Leaseholder to inform them that they also fall under the provisions of this section 106 agreement 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 Leaseholder, their main contractor and subcontractors.

#### **Facilities Management**

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

## **(A) CONSTRUCTION**

We will request that the Leaseholder 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 Leaseholder, main contractor and subcontractors.

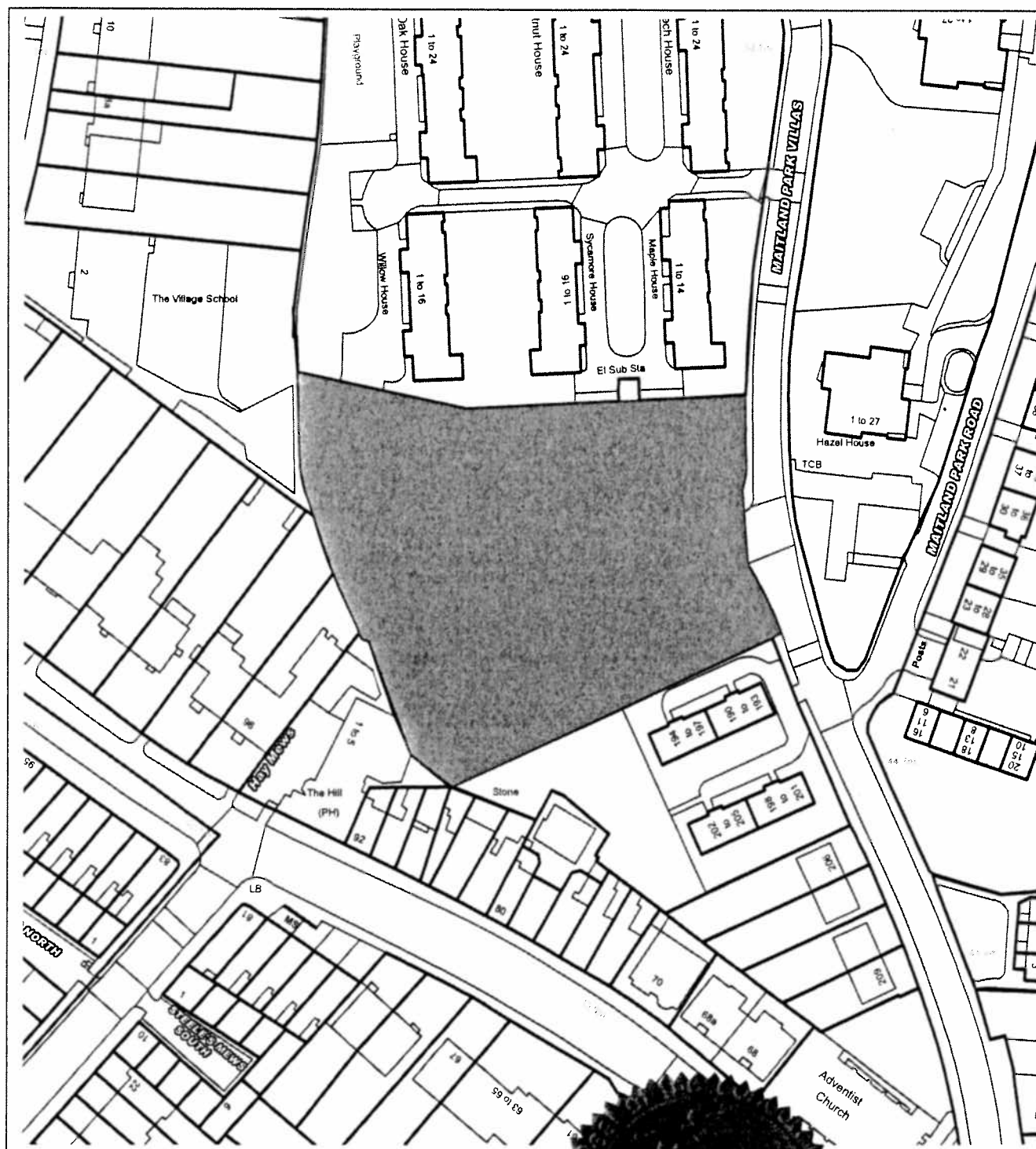
The Council will seek to ensure that the Leaseholder insert the following clauses in the tender documentation issued to the main contractor:

### **2.1 Actions & Responsibilities of Main Contractor**

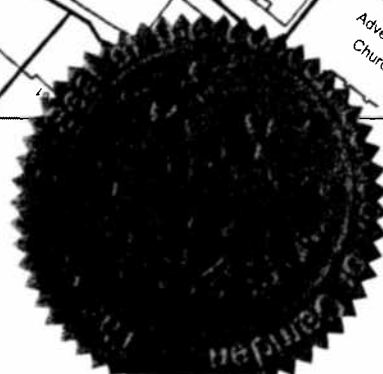
1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The 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 to enable contact where appropriate with members of the main contractor's supply chain.
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their section 106 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.



# Alexandra House, Maitland Park Villas, London NW3 2ET



*[Handwritten signature]*



PJ

Sealing

28/6/11

- ① Project Agreement      CBC(1)  
Shaw (2)      Care homes at Mattland Wood  
Wellesley Rd and provision of  
Extra Care at Mattland Park.
  - ② Extra Care Agreement      CBC  
Shaw Healthcare (Group) Ltd
  - ③ Employer Agent Appointment      Camden (1)  
Shaw (2)  
Faulkner + Gould Ltd (3)
  - ④ Independent Certifier Appointment      Camden (1)  
Shaw (2)  
Appleyards Limited (3)
  - ⑤ Nominations Agreement      Camden (1)  
Newlea Housing Trust (2)
  - ⑥ Mutual Warranty (1).  
Please note that this agreement was completed in conjunction with a ~~small~~ suite of other documents on 28.6.11. Those deeds relate to a long term lease + development agreement & are stored separately.
- (1) GMA Architecture (1)  
Camden (2)  
Kier London (A division of Kier Regional Limited)
  - (2) Tully De'ath (Consultants) Limited (1)  
Camden (1)  
Kier (3).
  - (3) Paul May Associates Limited (1)  
Camden (2)  
Kier London (A division of Kier Regional Limited) (3)
  - (4) Kier London - Buddy Contracts Warranty.

DATED 28 June

2011

**(1) SHAW HEALTHCARE (GROUP) LIMITED**

**and**

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

**A G R E E M E N T**  
relating to land known as  
Alexandra House, Maitland Park Road, London, NW3 2ET  
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 2463  
Fax: 020 7974 2962

CLS/CJ/1685.137