

DATED 2ND FEBRUARY 2012

(1) ALEXANDER HEINI PHILIP MIDGEN and KAREN ESTHER MIDGEN

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
18 REDINGTON ROAD LONDON NW3 7RG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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CLS/COM/JL/1685.
vFINAL

THIS AGREEMENT is made the 2nd day of February 2012

BETWEEN:

1. **ALEXANDER HEINI PHILIP MIDGEN and KAREN ESTHER MIDGEN** of 18 Redington Road London NW3 7RG (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 24639.
- 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 The Planning Application and the Application for Conservation Area Consent were submitted to the Council and given reference numbers 2010/5099/P and 2010/5113/C respectively.
- 1.4 The Council refused the Planning Application and the Application for Conservation Area Consent on 24 March 2011.
- 1.5 An appeal under Section 78 of the Act in respect of the refusal of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/A/11/2161172.
- 1.6 An appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 in respect of the refusal of the Application for Conservation Area Consent was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/E/11/2161175.

1.7 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.

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

1.9 The Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and section 278 of the Highways Act 1980.

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)

2.3 "Application for Conservation Area Consent" the application for conservation area consent in respect of the Development submitted to the Council and validated on 22 September 2010 under reference number 2010/5113/C

2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.5 "Conservation Area Consent" any conservation area consent granted for the Development by the Secretary of State or the Planning Inspectorate under reference APP/X5210/E/11/2161175 pursuant to the

appeal against the refusal of the Application for Conservation Area Consent

2.6 "Construction Management Plan" a plan setting out the measures that the Owner's contractors shall be required to adopt in undertaking the demolition of the existing dwelling house on the Property and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure 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 including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection and highways safety measures proposed to be adopted in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing dwelling house on the Property and the construction of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features during the Construction Phase
- (iv) proposals to ensure that there are no permanent adverse effects on the health

and amenity of local residents site construction workers and adjoining developments undergoing construction;

- (v) amelioration and monitoring measures of construction traffic including procedures for notifying the owners and or occupiers of the residences in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste arising from the Property; and
- (vii) identifying means of providing information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "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 dwelling house

2.8 "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

2.9 "the Development"

means the redevelopment of the Property comprising

(i) in respect of the Planning Permission:

The erection of a new single dwelling house (Class C3) following the demolition of existing dwelling house as shown on drawing numbers Location plan; 001; 002; 003; 100; 101; 102; 103; 104; 105; 106; 107; 108; 109; B-200 Rev 2; 201; 202 Rev 01; 203 Rev 01; 204 Rev 01; 205 Rev 01; 206; 207 Rev 01; 208 Rev 01; 209 Rev 01; 210; 300; 301; 400; Code for sustainable home (Pre-Assessment); Design quality statement; Tree survey and arboricultural method assessment; Planning statement; Heritage and urban design appraisal; Structural and hydrology report

(ii) in respect of the Conservation Area Consent

The demolition of the existing dwelling house as shown on drawing numbers Location plan; 001; 002; 003; 100; 101; 102; 103; 104; 105; 106; 107; 108; 109; B-200 Rev 2; 201; 202 Rev 01; 203 Rev 01; 204 Rev 01; 205 Rev 01; 206; 207 Rev 01; 208 Rev 01; 209 Rev 01; 210; 300; 301; 400; Code for sustainable home (Pre-Assessment); Design quality statement; Tree survey and arboricultural method assessment; Planning statement; Heritage and urban design appraisal; Structural and hydrology report

2.10 "the Highways Contribution"

the sum of £7,911 (seven thousand nine hundred and eleven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by

the Council in event of receipt for the carrying out the Highways Works and associated measures in the vicinity of the Property 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

2.11 "the Highways Works"

the repaving the footway along the Property's frontage including reconstruction of the central vehicular crossover and the removal of the southern crossover

2.12 "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, provided that the following:

- (a) the erection of hoardings and fences;
- (b) landscape clearance works;
- (c) any surveying works (including sampling);

shall not, for the purposes of this Agreement constitute Implementation.

2.13 "the Monitoring Fees"

the sum of £1095 (one thousand and ninety five pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt for the monitoring of the obligations contained within this Agreement

- 2.14 "Occupation Date" the first date when any part of the Development is occupied for the purposes approved in the Planning Permission and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.15 "the Parties" mean the Council and the Owner
- 2.16 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 22 September 2010 with reference number 2010/5099/P
- 2.17 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.18 "the Planning Permission" any planning permission granted for the Development by the Secretary of State or the Planning Inspectorate under reference APP/X5210/A/11/2161172 pursuant to the appeal against the refusal of the Planning Application
- 2.19 "the Property" the land known as 18 Redington Road, London NW3 7RG the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) a review by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a review of the Development after the Construction Phase by an appropriately qualified and recognised independent verification body in respect of the Development certifying that the measures incorporated in the plan have been achieved in the Development and are capable of being maintained in the Development's future management and occupation

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 of the Act, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall be conditional on the grant of the Planning Permission and the Conservation Area Consent and in the event of a grant of the Planning Permission and the Conservation Area Consent shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 The Owner hereby covenants with the Council not to Implement nor allow Implementation until such time as the Council has approved the draft Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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.

- 4.1.4 The Owner hereby covenants with the Council to use all reasonable endeavours 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 except as otherwise agreed by the Council and not to permit the carrying out of any works comprised in demolition or construction of the Development at any time when the requirements of the Construction Management Plan are not being complied with except as otherwise agreed by the Council and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 HIGHWAYS WORKS

- 4.2.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 The Owner hereby covenants with the Council not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly incurred or expended by the Council in carrying out the Highway Works.
- 4.2.4 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 and if the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said Certificate pay to the Owner the amount of the excess.

4.3 SUSTAINABILITY PLAN

The Owner hereby covenants with the Council:

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.3.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.3.3 Not to Occupy or permit Occupation of the Development until a review of the Development after the Construction Phase confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property has been submitted to and approved by the Council in writing
- 4.3.4 Following Occupation if any part of the Development is not being managed in accordance with the Sustainability Plan as approved by the Council from time to time the Owner shall upon notice from the Council forthwith take any steps reasonably N

4.4 **MORTGAGEE**

JL (LBC)
KEM / JAM

4.4.1 The Owner hereby covenants to provide the Council within ³⁰~~14~~ days of grant of the Planning Permission evidence to demonstrate to its reasonable satisfaction that:

- (i) Northern Rock (Asset Management) PLC's legal charge registered against the title to the Property has been redeemed; and
- (ii) the Property is free from any other mortgage of charge

4.4.2 The Owner hereby covenants not to Implement or permit Implementation of the Planning Permission until clause 4.4.1 has been complied with.

5. **OBLIGATIONS OF THE COUNCIL**

- 5.1 The Council hereby agrees to use any sums received from the Owner pursuant to this Agreement for the purposes for which such sums were paid to it.
- 5.2 The Council shall use all reasonable endeavours to complete the Highway Works within 12 months of its receipt of the Owner's certificate given pursuant to clause 6.2 of this Agreement (provided that the Council's Engineering Service has been notified in accordance with clause 6.2) and if such Highway Works have not been completed by such date, the Council shall repay any part of the Highways Contribution which remains unspent or unexpended on such date.

5.3 The Council shall not unreasonably withhold, delay or condition any approval, agreement, consent, certificate or expression of satisfaction required by this Agreement to be given to it.

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

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

6.2 Within seven days following practical completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2010/5099/P the date upon which the Development is expected to be ready for Occupation and shall copy such information to the Implementation and Maintenance Team Manager of the Council's Engineering Service referring to clause 5.2 of this Agreement.

6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge by the Council of all obligations contained herein and the Owner shall comply with any reasonable, lawful and proper requests of the Council to have access to any part of the Property or any requests to provide non-confidential or legally privileged documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability reasonably arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 6.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the Parties to this Agreement, the date of this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2010/5099/P.
- 6.6 Payment of the contribution pursuant to Clause 4.2 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 Parties to this Agreement, the date of this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN321ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 6.7 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.
- 6.8 Any sums referred to in this Agreement as payable under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 6.8 All costs and expenses payable 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 falling due from the date such payment is due until payment is made.
7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/5099/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement and the Monitoring Fees within 14 days of the date of issue of the Planning Permission.
- 7.4 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.
- 7.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 7.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for Implementation or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

This Agreement is governed by English Law.

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

EXECUTED AS A DEED BY
ALEXANDER HEINI PHILIP MIDGEN
in the presence of:

)
) *Alexander Heini Philip Midgen*

Alexander Heini Philip Midgen

Witness Signature

Matthew R-P Gibbs

Witness Name

Matthew R-P Gibbs

Address

40 100 Pall Mall, London SW1Y 5WQ

Occupation

Planning Consultant,

EXECUTED AS A DEED BY
KAREN ESTHER MIDGEN
in the presence of:

)
) *Karen Esther Midgen*

Matthew R-P Gibbs

Witness Signature

Witness Name

MATTHEW R-P-GIBBS

Address

40 100 Pall Mall, London SW1Y 5WQ

Occupation

Planning consultant

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

)
)
)
)

Paul Jones

Authorised Signatory



THE SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

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

- v) The Construction Management Plan should also include the following statement:

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

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



18 Redington Road, London NW3 7RG



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