

DATED 2 DECEMBER 2011

(1) GFZ DEVELOPMENTS LIMITED

and

(2) EFG PRIVATE BANK LIMITED

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

John Kirk House
31 - 32 John Street
London
WC1N 2AT

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 5647
Fax: 020 7974 2962

CLS/PK/1685.1158_FINAL

THIS AGREEMENT is made the 2nd day of December 2011

BETWEEN:

- i. **GFZ DEVELOPMENTS LIMITED** (registered under company number 07638914) whose registered address is 44 Southampton Buildings, London, WC2A 1AP (hereinafter called "the Owner") of the first part
- ii. **EFG PRIVATE BANK LIMITED** (registered under company number 02321802) whose registered address is at Leconfield House, Curzon Street, London, W1J 5JB (hereinafter called "the Mortgagee" of the second part)
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 277845, 251279 and 314820 subject to a charge to the Mortgagee.
- 1.2 The Council submitted the Planning Application for the development on 21st August 2011.
- 1.3 The Council validated the Planning Application on 2nd September 2011 and the Council resolved to grant permission conditionally under reference number 2011/4196/P subject to conclusion of this legal Agreement
- 1.4 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Numbers 277845, 251279 and 314820 dated 22nd July 2011 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 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
- 2.3 "Affordable Housing Units" the two (2) 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 Application for Listed Building Consent" an application for listed building consent in respect of the development of the Property submitted to the Council and validated on 2nd September 2011 under reference number 2011/4343/L.
- 2.6 "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
- 2.7 "the Community Facilities Contribution" the sum of £28,420 (twenty-eight thousand four hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and

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

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (v) proposals to ensure there are no adverse effects on the Conservation Area features
- (vi) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vii) 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);

(viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(ix) 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

2.9 "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

2.10 "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

2.11 "the Development"

(i) in respect of the Planning Permission:
change of use of commercial (Class B1) building to residential (Class C3) to create 15 new residential units (4 x 1 beds, 6 x 2 bed market units and 2 x 2 bed social rented units and 3 x 3 beds) as well as additions and alterations to include demolition of existing rear facade for proposed new rear facade with inset balconies, demolition of existing plant enclosure at roof level for replacement with new structure, and minor alterations to front railings to street

plus the installation of a new refuse lift from basement lightwell to the street level to existing listed building as shown on drawing numbers Site Location Plan; P_01 Rev A; P_02 Rev C; P_03 Rev A; P_04 Rev F; P_05 Rev B; P_06 Rev C; P_07 Rev B; P_08 Rev B; P_09 Rev B; P_10 Rev B; P_11 Rev B; P_12 Rev B; P_13 Rev A; P_14 Rev C; P_15 Rev B; P_16 Rev A; P_17 Rev C; P_17a Rev B; P_18 Rev B; P_19 Rev B; P_20 Rev B; P_21 Rev B; P_22 Rev A; P_23; P_24 Rev A; P_25 Rev C; P_26 Rev A; P_27 Rev A; P_28 Rev B; P_29 Rev A; Design and Access Statement Rev E; Preliminary Structural Engineering Report L11.738 – RP – 01; Noise Impact Assessment 5366.NIA.01 Prepared on 12 August 2011; Energy Assessment dated 7th November 2011 prepared by Eight Associates; Ecohomes Planning Statement dated 07.11.2011 prepared by Eight Associates; Loss of Employment Supporting Statement prepared by Montagu Evans September 2011

(ii) in respect of the Listed Building Consent:

internal and external alterations associated with the change of use of commercial (Class B1) building to residential (Class C3) to create 15 new residential units as well as additions and alterations to include demolition of existing rear facade for proposed new rear facade with inset balconies, demolition of existing plant enclosure at roof level for replacement with new structure, and minor alterations to front railings to street plus the installation of a new refuse lift from basement lightwell to the street level to existing

listed building as shown on drawing numbers Site Location Plan; P_01 Rev A; P_02 Rev C; P_03 Rev A; P_04 Rev F; P_05 Rev B; P_06 Rev C; P_07 Rev B; P_08 Rev B; P_09 Rev B; P_10 Rev B; P_11 Rev B; P_12 Rev B; P_13 Rev A; P_14 Rev C; P_15 Rev B; P_16 Rev A; P_17 Rev C; P_17a Rev B; P_18 Rev B; P_19 Rev A; P_20 Rev B; P_21 Rev B; P_22 Rev A; P_23; P_24 Rev A; P_25 Rev C; P_26 Rev A; P_27 Rev A; P_28 Rev B; P_29 Rev A

2.12 "the Education Contribution"

the sum of £32,244 (thirty-two thousand two hundred and forty-four 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

2.13 "the Employment and Training Contribution"

the sum of £37,317 (thirty-seven thousand three hundred and seventeen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt for the provision of employment and training needs in the London Borough of Camden

2.14 "the Existing Buildings"

the rear façade and plant enclosure at roof level of the Property

2.15 "the Highways Contribution"

the sum of £2,879 (two thousand eight hundred and seventy-nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the

Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway adjoining the Property at John's Mews;
- (ii) to repave the existing vehicular crossover leading to the car park from John's Mews; and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council to comply with their obligations as highways authority)

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 undertaker's costs

2.16 "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

2.17 "the Listed Building Consent"

the listed building consent granted for the Development in the form annexed hereto

2.18 "King's Cross Construction"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.19 "the Level

- Plans
- plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.20 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.21 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.22 "the Parties" the Council the Owner and the Mortgagee
- 2.23 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 2nd September 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/4196/P subject to conclusion of this Agreement
- 2.24 "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
- 2.25 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.26 "the Property" the land known as John Kirk House, 31 - 32 John Street, London, WC1N 2AT the same as

shown shaded grey on Plan One annexed hereto

- 2.27 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.28 "the Public Open Space Contribution" the sum of £20,651 (twenty thousand six hundred and fifty one pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.29 "Registered Provider " a registered provider of Affordable Housing registered as such by the Regulator
- 2.30 "Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
- 2.31 "the Renewable Energy Plan" a plan based on "Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants" by London Renewables (as updated from time to time) 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 by at least 20% by using renewable energy methods

- 2.32 "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
- 2.33 "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
- 2.34 "the 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 the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle 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 in accordance with the drawings submitted and agreed with the Council;
- (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

2.35 "Shared Ownership"

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

2.36 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
- (c) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.37 "Social Rented Housing Units"

the two (2) units of Social Rented Housing forming part of the Affordable Housing Units comprising 1 x 2 bedroom (3 person) unit and 1 x 2 bedroom (four person) unit flats the same as shown edged red on Plan Two annexed hereto

2.38 "the Sustainability Plan"

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

(a) an assessment under the EcoHomes Code achieving a Very Good standard and attaining at least 50% of the credits in each of the Energy Water and Materials categories;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving

title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

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 acting reasonably suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

- 4.1.2 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 Provider approved by the Council (such consent not to be unreasonably withheld or delayed) for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 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 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 **CAR CAPPED**

- 4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not

be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 The Owner 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 Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 **COMMUNITY FACILITIES CONTRIBUTION**

4.3.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Community Facilities Contribution.

4.3.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution.

4.4 **CONSTRUCTION MANAGEMENT PLAN**

4.4.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.4.2 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 (such approval not to be unreasonably withheld or delayed).

4.4.3 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.

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

4.5 EDUCATION CONTRIBUTION

4.5.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution.

4.5.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.6 HIGHWAYS

4.6.1 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 (such approval not to be unreasonably withheld or delayed).

4.6.2 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.

4.6.3 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 undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.6.4 On completion of the Highway Works the Council shall (upon written request by the Owner) provide to the Owner a certificate specifying the sum ("the Certified Sum")

expended by the Council in carrying out the Highway Works.

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

4.7 LOCAL EMPLOYMENT

4.7.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Training and Employment Contribution.

4.7.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Training and Employment Contribution.

4.7.3 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% of the work force is comprised of residents of the London Borough of Camden.

4.7.4 In order to facilitate compliance with the requirements of sub-clause 4.7.3 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; 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;
- b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that King's Cross Construction 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 and employed during the Construction Phase.

4.7.5 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.

4.8 LOCAL PROCUREMENT

4.8.1 Prior to Implementation to agree a programme during the Construction Phase 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.

4.8.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team in advance of accepting any tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.8.3 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 Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

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

4.9 PUBLIC OPEN SPACE CONTRIBUTION

4.9.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.9.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.10 RENEWABLE ENERGY PLAN

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan (such approval not to be unreasonably withheld or delayed).

4.10.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.

4.10.3 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 operated in strict accordance with the Renewable Energy 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 Renewable Energy Plan.

4.11 SERVICE MANAGEMENT PLAN

4.11.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan (such approval not to be unreasonably withheld or delayed).

4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.11.3 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.

4.12 SUSTAINABILITY PLAN

4.12.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed).

- 4.12.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.12.3 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.
- 4.12.4 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.

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 2011/4196/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of their 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 to the Council 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 2011/4196/P.
- 5.7 Payment of any financial contribution pursuant to the provisions of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft or Solicitor's client account cheque 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 ZN277ZL065 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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

5.10 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 2011/4196/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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

MORTGAGEE EXEMPTION

- 6.9 Subject to the provisions of paragraph (a) – (c) below the restrictions contained in Clause 4.1 of this Agreement 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:

- (a) 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").
- (b) 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.
- (c) 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 2011/4196/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 of this Agreement.

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 to the 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 agree to be bound by the said obligations contained in this Agreement only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

8.1 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's representative.

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 Practice 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)

- 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.lscp.org.uk/lrsu/engineering_tlrn_map.html
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

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

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

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

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

THE 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.

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

EXECUTED AS A DEED BY)
GFZ DEVELOPMENTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

ANDREW JOHN MELROSE

Director Signature:)

Ad Melrose

^{witness}
Director/Secretary Name (CAPITALS))

FURINA FORTUNATO

^{witness}
Director/Secretary Signature:)

[Signature]

EXECUTED AS A DEED BY)
EFG PRIVATE BANK LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

ROTHA BARNES

Director Signature:)

[Signature]

Director/Secretary Name (CAPITALS))

LIZ WATTS

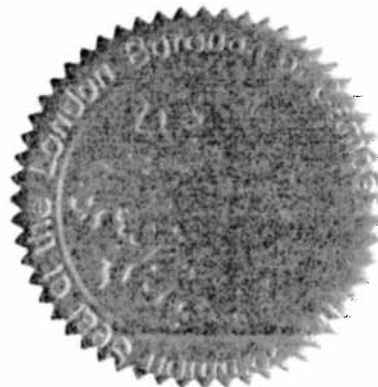
Director/Secretary Signature:)

[Signature]

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

.....
Authorised Signatory

[Signature]



Cousins Wojciechowski Architects Ltd.
28 Margaret St
London
W1W 8RZ

Application Ref: 2011/4196/P

24 November 2011

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

John Kirk House
31 - 32 John Street
London
WC1N 2AT

Proposal:

DECISION
Change of use of commercial (Class B1) building to residential (Class C3) to create 15 new residential units (4 x 1 beds, 6 x 2 bed market units and 2 x 2 bed social rented units and 3 x 3 beds) as well as additions and alterations to include demolition of existing rear facade for proposed new rear facade with inset balconies, demolition of existing plant enclosure at roof level for replacement with new structure, and minor alterations to front railings to street plus the installation of a new refuse lift from basement lightwell to the street level to existing Listed Building.

Drawing Nos: Site Location Plan; P_01 Rev A; P_02 Rev C; P_03 Rev A; P_04 Rev F; P_05 Rev B; P_06 Rev C; P_07 Rev B; P_08 Rev B; P_09 Rev B; P_10 Rev B; P_11 Rev B; P_12 Rev B; P_13 Rev A; P_14 Rev C; P_15 Rev B; P_16 Rev A; P_17 Rev C; P_17a Rev B; P_18 Rev B; P_19 Rev B; P_20 Rev B; P_21 Rev B; P_22 Rev A; P_23; P_24 Rev A; P_25 Rev C; P_26 Rev A; P_27 Rev A; P_28 Rev B; P_29 Rev A; Design and Access Statement Rev E; Preliminary Structural Engineering Report L11.738 - RP - 01; Noise Impact Assessment 5366.NIA.01 Prepared on 12 August 2011; Energy Assessment dated 7th November 2011 prepared by Eight Associates; Ecohomes Planning Statement dated 07.11.2011 prepared by Eight Associates; Loss of Employment Supporting Statement prepared by Montagu Evans September 2011;

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

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

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

Condition(s) and Reason(s):

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

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

- 2 A sample panel of the facing brickwork for the rear elevation, demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council 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 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 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camdens heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 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 facade 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 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 4 The details of the facing materials including (but not limited to) timber cladding, metal panels, glass balustrading and zinc cladding to be used on the building shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camdens heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the use commences, the air source heat pumps shall be provided with acoustic isolation and sound attenuation details of which shall have been submitted to and approved by the Council, prior to commencement of use of the scheme. The acoustic isolation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 6 The green and brown roofs in the areas indicated on the approved roof plans shall be implemented prior to the occupation of the building 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 (Tackling climate change through promoting higher environmental standards), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) and CS16 (Improving Camdens health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air quality and Camdens Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans P_01 Rev A; P_02 Rev C; P_03 Rev A; P_04 Rev F; P_05 Rev B; P_06 Rev C; P_07 Rev B; P_08 Rev B; P_09 Rev B; P_10 Rev B; P_11 Rev B; P_12 Rev B; P_13 Rev A; P_14 Rev C; P_15 Rev B; P_16 Rev A; P_17 Rev C; P_17a Rev B; P_18 Rev B; P_19 Rev B; P_20 Rev B; P_21 Rev B; P_22 Rev A; P_23; P_24 Rev A; P_25 Rev C; P_26 Rev A; P_27 Rev A; P_28 Rev B; P_29 Rev A;

Reason:

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

- 8 Prior to occupation of any relevant part of the development, the applicant will have constructed and implemented all the measures contained in the Energy Assessment Prepared by Eight Associates and such measures shall be permanently retained and maintained thereafter. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and CS16 (Improving Camdens health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air quality and Camdens Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 10 Before the development commences, the cycle facilities as hereby approved shall be provided in their entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 11 The use of the courtyard garden hereby permitted shall not be used outside the following times 9am - 7pm Mondays to Friday, and not at all on Saturdays, Sundays, Bank or Public Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework

Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 12 No development on the courtyard garden shall take place until full details of hard and soft landscaping and means of enclosure have been submitted to and approved by the Council. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 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 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council

from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6956) or email highwayengineering@camden.gov.uk

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ
- 6 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>
- 7 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), CS3 (Other highly accessible areas), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), CS16 (Improving Camdens health and well-being), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging 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 Camdens capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), 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 (Securing high quality design), DP25 (Conserving Camdens heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP28 (Noise and vibration), DP29 (Improving access), DP31 (Provision of, and improvements to public open space and outdoor sport and recreation facilities) and DP32 (Air quality and Camdens Clear Zone).

- 8 Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- In overall terms it is considered that the proposed scheme represents a high quality refurbishment and sensitive additions

and alterations to an existing building, and a good standard of accommodation with 15 residential units at the site, including a suitable allocation of 2 units (social rented) to affordable housing in the borough. The proposed alterations and extensions to the building are considered to respect the host listed building whilst preserving the character and appearance of the wider listed terrace and conservation area. The new uses are not considered to harm neighbour amenity or traffic conditions in terms of outlook, light, privacy, noise, traffic or parking. The new building will be fully accessible and sustainable in its design and will meet ecohomes target of Very Good standard. The proposal is therefore considered acceptable and in line with planning policy in this instance.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION



Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1680
Textlink 020 7974 6866

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

Mr Marek Wojciechowski
Cousins Wojciechowski Architects Ltd.
28 Margaret St
London
W1W 8RZ

Application Ref: **2011/4343/L**
Please ask for: **Jennifer Walsh**
Telephone: 020 7974 3500

2 December 2011

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Listed Building Consent (Demolition) Granted

Address:
John Kirk House
31 - 32 John Street
London
WC1N 2AT

Proposal:

Internal and external alterations associated with the change of use of commercial (Class B1) building to residential (Class C3) to create 15 new residential units as well as additions and alterations to include demolition of existing rear facade for proposed new rear facade with inset balconies, demolition of existing plant enclosure at roof level for replacement with new structure, and minor alterations to front railings to street plus the installation of a new refuse lift from basement lightwell to the street level to existing Listed Building.

Drawing Nos: Site Location Plan; P_01 Rev A; P_02 Rev C; P_03 Rev A; P_04 Rev F; P_05 Rev B; P_06 Rev C; P_07 Rev B; P_08 Rev B; P_09 Rev B; P_10 Rev B; P_11 Rev B; P_12 Rev B; P_13 Rev A; P_14 Rev C; P_15 Rev B; P_16 Rev A; P_17 Rev C; P_17a Rev B; P_18 Rev B; P_19 Rev A; P_20 Rev B; P_21 Rev B; P_22 Rev A; P_23; P_24 Rev A; P_25 Rev C; P_26 Rev A; P_27 Rev A; P_28 Rev B; P_29 Rev A;

The Council has considered your application and decided to grant Listed Building Consent (Demolition) subject to the following condition(s):



Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Vertical and horizontal section at scale 1:2 of rear window reveal including the framing for the window (including the concrete frame)

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

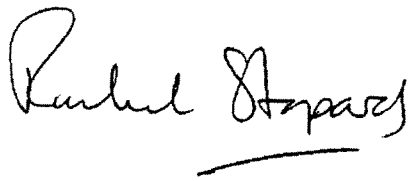
Informative(s):

- 1 Reasons for granting listed building consent.

The proposed development is in general accordance with particular regard to the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policy CS14 (Promoting high quality places and conserving our heritage); and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policy DP25 (Conserving Camden's heritage). Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- In overall terms it is considered that the proposed scheme represents a high quality refurbishment and sensitive additions and alterations to an existing listed building. The proposed alterations and extensions to the building are considered to respect the host listed building whilst preserving the character and appearance of the wider listed terrace.

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

Yours faithfully

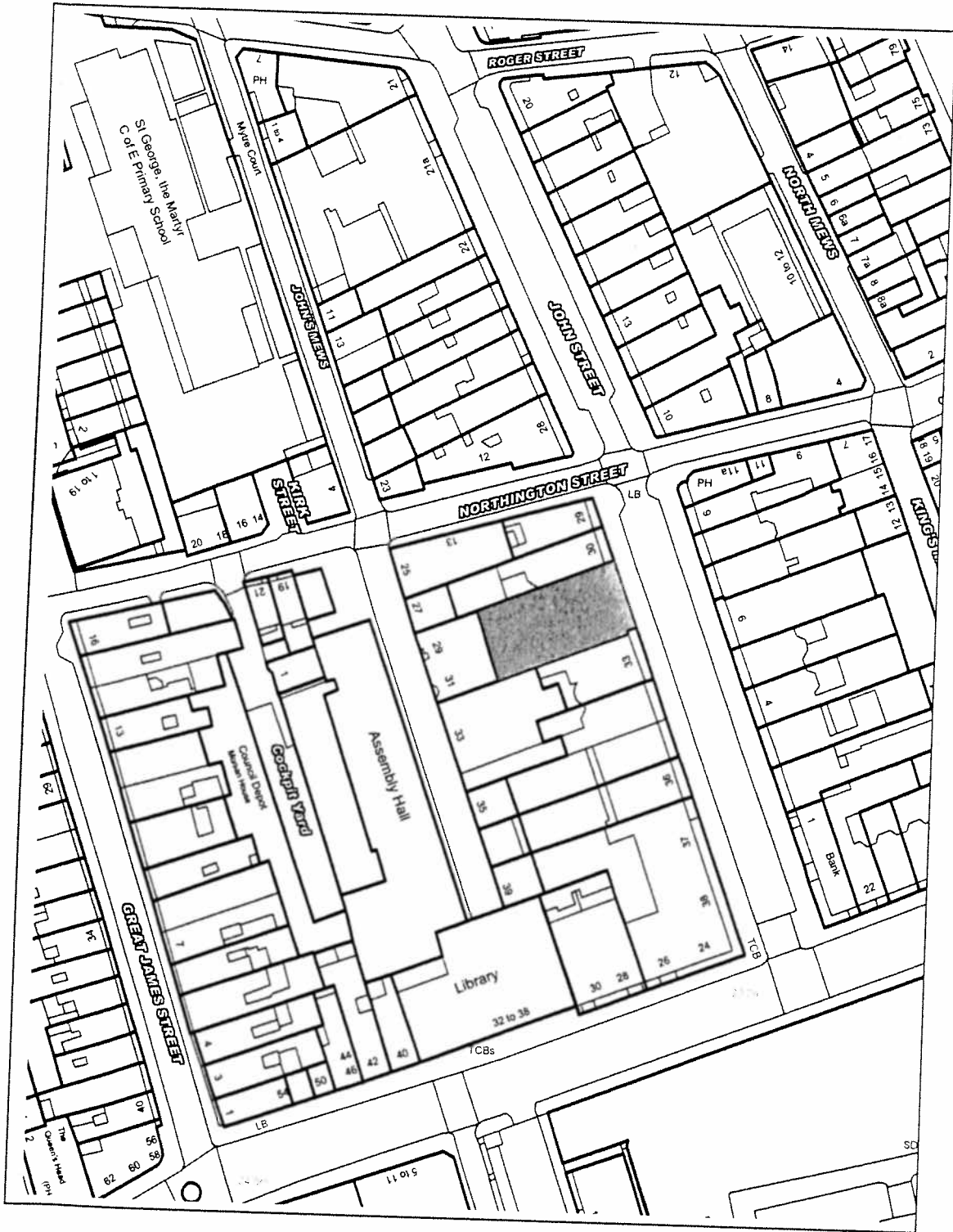


Rachel Stopard
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

PLAN ONE

John Kirk House, 31 - 32 John Street, London, WC1N 2AT



DATED **2 DECEMBER** 2011

(1) GFZ DEVELOPMENTS LIMITED

and

(2) EFG PRIVATE BANK LIMITED

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

**John Kirk House
31 - 32 John Street
London
WC1N 2AT**

**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 5647
Fax: 020 7974 2962**

CLS/PK/1685.1158_FINAL