

4.5.3 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 impact on and disturbance to the surrounding environment and highway network.

4.5.4 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 (save to the extent that it is varied from time to time with the written approval of the Council) and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan (as varied with the written approval of the Council as the case may be) are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take such reasonable steps as may reasonably be required by the Council to remedy such non-compliance.

#### **4.6 THE ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.6.2 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been implemented (so far as applicable) in the construction of the Development.

4.6.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and 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 Energy Efficiency and Renewable Energy Plan.

#### **4.7 SERVICE MANAGEMENT PLAN**

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.7.2 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.
- 4.7.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

#### **4.8 THE SUSTAINABILITY PLAN**

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works relating to the Development in accordance with and contained in the Sustainability Plan such completion to be approved by the Council as demonstrated by written notice to that effect.
- 4.8.4 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 operated in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### **4.9 TRAVEL PLAN**

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan.
- 4.9.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.
- 4.9.3 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 Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

#### **4.10 COMMUNITY ACCESS PLAN**

- 4.10.1 On or prior to the Implementation Date to submit to the Council a draft of the Community Access Plan for the written approval of the Council.
- 4.10.2 Not to Occupy or permit Occupation of any part of the Development until the Council has approved the Community Access Plan in writing.
- 4.10.3 The Owner shall comply with the requirements of the Community Access Plan and in the event of non compliance with the Community Access Plan the Owner shall upon written notice from the Council forthwith take such reasonable steps as may reasonably be required by the Council to remedy such non compliance within such reasonable time period as shall be specified in the notice and if such steps have not been taken within the period specified in the notice the Owner shall not Occupy or permit Occupation of any part of the Development until such time as the notice from the Council has been complied with.

#### **4.11 AFFORDABLE HOUSING CONTRIBUTION**

- 4.11.1 Subject to clause 4.11.2 for the period of five years from the Occupation Date the Owner shall not dispose of any of its interest in the Property (whether

legal or beneficial) or to any other person or entity unless and until it has complied with its obligations in this clause 4.11.1:

- (a) before the Owner disposes of any of its interest in the Property to a transferee it shall submit a Viability Appraisal of the Development under ownership of the proposed transferee to the Council and the Council shall assess the Viability Appraisal in accordance with the Council's Affordable Housing Policies at the date of this Agreement and shall (acting reasonably) determine any Affordable Housing Contribution payable in respect of the whole of the Development in the event of the transferee acquiring any of the Owner's interest in the Property;
- (b) in the event that the Council determines under clause 4.11.1(a) that an Affordable Housing Contribution is payable the Owner shall pay that sum to the Council prior to the transfer of any of its interest in the Property to the transferee.
- (c) The Owner agrees not to transfer any of the Property to a transferee until such time as the Council has either:
  - (i) confirmed in writing that no Affordable Housing Contribution is payable; or
  - (ii) confirmed in writing that any Affordable Housing Contribution payable under Clause 4.11.1 as a consequence of the transferee acquiring any of the Owner's interest in the Property has been received by the Council.

4.11.2 Clause 4.11.1 shall not apply to the sale or lease of or the creation of other interests in any or all of the residential units forming part of the Development.

4.11.3 In the event that the Owner sells a residential unit forming part of the Development the transferee deriving title from the Owner shall not Occupy or permit Occupation of that residential unit until such time as the Owner has first provided the Council with evidence demonstrating to the Council's reasonable satisfaction and that satisfaction is expressed in writing that all monies received by the Owner in respect of the sale of such residential unit

*Is the recovery of past capital  
expenditure on the build costs or*

*NP 1-11A*

shall be applied ~~exclusively~~ towards the provision and upkeep of the community element forming part of the Development.

#### **4.12 CAR FREE**

4.12.1 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.

4.12.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause ~~4.12~~ above will remain permanently.

4.12.3 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 ~~4.12~~ of this Agreement.

#### **5. COVENANTS BY THE COUNCIL**

5.1 The Council covenants with the Owner to use the Highways Contribution for the purposes of undertaking the Highway Works.

5.2 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years from the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

- 5.3 The Council covenants with the Owner that it shall following any reasonable request in writing by the Owner to do so provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the Highway Contribution and any other sums paid pursuant to clause 4.1 of this Agreement

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2009/2914/P the date upon which the Development is ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any reasonable expenses or any liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 Payment of the Contributions pursuant to Clause **4.1** and **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 names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM771ZL065 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.

6.6 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.

6.7 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") (if any) 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

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

6.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2009/2914/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.
- 7.4 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.
- 7.5 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by any obligation in this Agreement in respect of any period during which it no longer has an interest in the Property or the part of the Property to which any obligation relates but without prejudice to liability for any breach committed prior to the time it disposed of its interest.



7.6 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.

7.7 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.

## **8. MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees that the Property shall be bound by it and that the security of the mortgage over the Property shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless it becomes a mortgagee in possession of the Property in which case the Mortgagee shall be bound by the Agreement as if it were a person deriving title from the Owner.

## **9. RIGHTS OF THIRD PARTIES**

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

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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
341 TO 359 (ODD) FINCHLEY ROAD AND 27 LYMINGTON ROAD, LONDON

EXECUTED AS A DEED BY )

JCC VENTURES LIMITED )

was hereunto affixed )

in the presence of:-/ )

acting by a Director and its Secretary )

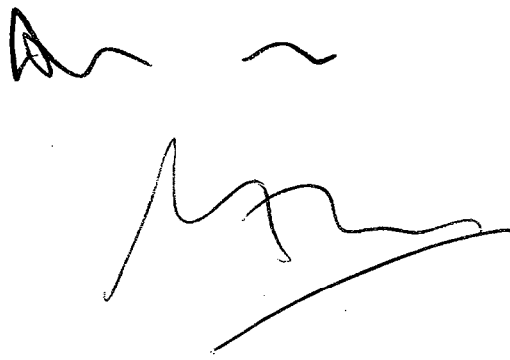
or by two Directors )

ANDREW FRANKLIN.....

Director

NICK VINCE.....

Director/Secretary

The block contains two handwritten signatures. The top signature is 'ANDREW FRANKLIN' in a cursive, stylized script. The bottom signature is 'NICK VINCE' in a similar cursive script, with a long horizontal line extending from the end of the name.

**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirement to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> 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' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included in the method statement:-

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;

- a) 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;

Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;

- b) Non-road mobile machinery (NRMM) shall where practicable 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.

- c) All construction vehicles shall where practicable comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- d) Plant and vehicles shall where practicable be located away from the closest receptors or housed 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) Ensure water suppression is used during demolition operations;
- l) 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.

#### C - Air Quality Monitoring

- a) Consideration shall be given during the Construction Phase to continuous particulate matter (PM10) monitoring and if required 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. Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.

- b) A trigger action level for PM10 concentrations will be established after background levels for PM10 have been ascertained and this trigger action level of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. 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.
- c) 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.
- d) An electronic report shall be submitted to the Council 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.

A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase including dust generating activities, and PM10 monitoring.
- b) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- c) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' with the target of achieving a 10% reduction in tail-pipe CO<sub>2</sub> emissions. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel saving equipment in vehicles, 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 CMP 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 CMP should cover both demolition and construction phases of development. Details of the CMP 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 CMP 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 CMP applies.
- b) Start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.

- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft CMP 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 CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP 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. 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 CMP 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 CMP 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 CMP 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**

Local procurement agreements are a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. Section 106 legal 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. 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 set out the actions required to secure local procurement and 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 requires a plan of actions to be agreed setting out 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 Owner, their Construction Manager and subcontractors appointed by them. 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. Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting the code 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 Owner and their project manager/main contractor ('the Construction Manager') 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 Owner, Construction Manager and subcontractors.

The Council will seek to ensure that the Owner uses Reasonable Endeavours to insert the following clauses in the contract issued to their project manager:-

#### **2.1 Actions & Responsibilities of Construction Manager**

1. The Construction Manager 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. For all works packages which fall within the EU Procurement threshold i.e are not required to be advertised in the Official Journal of the Economic Union, the Construction Manager 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 (which will include any existing contracts with consultants) and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract subject to the Construction Manager's normal pre-qualification criteria and procedure.
3. The Construction Manager is required to provide regular monitoring information to the Local Procurement Team every three months 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 Construction Manager 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 Construction Manager should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
  6. The Construction Manager 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 Construction Manager 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.

## **THE FOURTH SCHEDULE**

### **THE TRAVEL PLAN**

#### **PART I: Components of the Travel Plan**

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

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

(For further advice on developing a Travel Plan see the DfT's travel plan website: [www.transportenergy.org.uk](http://www.transportenergy.org.uk) ) or Camden's website: [www.camden.gov.uk/wtp](http://www.camden.gov.uk/wtp)

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

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

- 1. Public Transport and walking**
  - a. Review the public transport needs of residents and community centre staff & users and consider potential park and ride type services or shuttle-type services for residents and community centre staff & users, or suggest further enhancements to the scheduled London Bus network
  - b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk](http://www.tfl.gov.uk)/[www.nationalrail.co.uk](http://www.nationalrail.co.uk))
  - c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
  - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for residents and community centre staff & users
- 2. Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Property
- 3. Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by this Property and the proposed additional Development

**4. On-Street Parking Controls**

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

**5. Parking and Travel for Residents and Staff & Users of the Community Centre**

A review of travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

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

**6. Traffic Management**

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

**7. Cycling**

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities

Consideration shall also be given to providing:

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

**8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust ([www.est.org.uk](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

## **PART II: Review and Monitoring of the Travel Plan**

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

### **1. Review the Property's Transport Accessibility**

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

### **2. Consultation with employees**

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

### **3. User/ Employee Consultation and Travel Surveys**

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

### **4. Implementation**

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

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
341 TO 359 (ODD) FINCHLEY ROAD AND 27 LYMINGTON ROAD, LONDON

EXECUTED AS A DEED

BY .....

AND .....

each in their capacity as a Trustee of the )  
Clare Duffield Foundation for and on )  
Behalf of all the Trustees of the Clare )  
Duffield Foundation pursuant to a )  
Resolution under Section 82 Charities )  
Act 1983 dated ...11 September...2009 )

*[Signature]*  
*[Signature]*

Name of Trustee ...David Hurrell...

Signature ...*[Signature]*...

Witness Signature ...*[Signature]*...

Witness name ...Sarah Bischoff...

Address ...10, Queen Street Place, London EC4R 1BE

Occupation ...Trainee Solicitor, S. B. W. & P.

Name of Trustee ...Dame Vivian Duffield...

Signature ...*[Signature]*...

Witness Signature ...*[Signature]*...

Witness name ...Sarah Bischoff...

Address ...10, Queen Street, London EC4R 1BE

Occupation ...Trainee Solicitor, S. B. W. & P.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
341 TO 359 (ODD) FINCHLEY ROAD AND 27 LYMINGTON ROAD, LONDON

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

.....  
Authorized Signatory

