

DATED

22 June

2010

**(1) TJAC LONDON GUILFORD LLC**

**and**

**(2) CTL 2009-14 TRUST**

**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  
**74-76 GUILFORD STREET**  
**LONDON WC1N 1DF**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

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G:\case files\culture & env\planning\lmm\s106 Agreements\Guilford Street 74-76  
(SP, SMP, NYU, CF, STP, POSC, CFC, LL, LP)  
CLS/COM/LMM/1685.508  
s106 11.06.10 FINAL

THIS AGREEMENT is made the 22 day of June 2010

**BETWEEN:**

- A. **TJAC LONDON GUILFORD LLC** (incorporated in the United States of America) (an unlimited company) care of SIS Property Management 930 Commonwealth Avenue Boston Massachusetts 02215 (and whose address for service in the United Kingdom is care of Shepherd and Wedderburn LLP 5<sup>th</sup> Floor Condor House St Paul's Churchyard London EC4M 8AL (hereinafter called "the Owner") of the first part
- B. **CTL 2009-14 TRUST (NYU LONDON)** (incorporated in United States of America) (No UK Regn. No.) care of Duane Morris LLP, (Attention: Milan Patel) 10 Chiswell Street, London EC1Y 4UQ and care of The Bank of New York Mellon (New York City Municipal Finance 101 Barclay Street Floor 7W New York New York 10286 United States of America and care of CTL Lending Group LLC (Attention: Thomas P Zarrilli) 230 Park Avenue Suite 1160 New York New York 10169 United States of America (hereinafter called "the Mortgagee") of the second part
- C. **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 Number NGL905830.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 23 March 2010 and the Council resolved to grant permission conditionally under reference number 2010/0885/P subject to conclusion of this legal Agreement.

- 1.4 An application for listed building consent for works to 75 and 76 Guilford Street was also submitted to the Council and validated on 23 March 2010 for which the Council resolved to grant consent under reference number 2010/0910/L.
- 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL905830 and dated 31 July 2009 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 | "the Agreement"                           | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed     |
| 2.4 | "Community Facilities Contribution"       | the sum of £41,580 (forty one thousand five hundred and eighty 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 provision of any community facilities in the vicinity of the Development

2.5 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.6 "the Development"

additions and alterations in association with change of use from nurses accommodation to student accommodation (sui generis) as shown on drawing numbers: Site location plan; PL301; 302; 306; 309; PL400A; 401B; 402B; 403A; 404A; 405B; 406; 407A; 409B; P1; P2; Engineering report; Design and access statement; Planning statement; sustainability statement and PPG24 Statement.

2.7 "the Financial Contributions"

the Community Facilities Contribution and the Public Open Space Contribution

2.8 "General Works"

sub-contracting services that are not specialist works including (but not limited to) carpentry masonry plastering stone works decorating and painting flooring windows landscaping iron works and clean up and specifically excluding elevator and mechanical systems boiler works fire safety mechanisms electrical and solar energy information technology telephone and data systems and kitchen facilities

- 2.9 "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
- 2.10 "King's Cross Construction" the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.11 "Local Procurement Code" the code annexed to the First Schedule hereto
- 2.12 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council the Owner and the Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 March 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/0885/P subject to conclusion of this Agreement
- 2.15 "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

2.22 "the Student Accommodation"

the student units within the Development to be used only as accommodation for Students

2.23 "Student Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation a draft form of which is attached hereto as the Third Schedule and to include the following:-

- (a) incorporation of the elements set out in the "Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation" as amended from time to time;
- (b) mechanisms to ensure the occupation of the Student Accommodation is for a period of no less than one semester together with provisions for evidencing compliance with this requirement to the Council's reasonable satisfaction at periods of no less than once per annum;
- (c) measures to ensure the behaviour of Students both on and off the Property causes minimum impact on or disruption to local residents or businesses;
- (d) provision of a designated community contact in order that any issues affecting local residents or businesses can be dealt with in an efficient manner and creating a tangible point of reference if local residents or businesses wish to raise any issues;

- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 74-76 Guilford Street London WC1N 1DF the same as shown outlined in red on the plan annexed hereto
- 2.18 "the Public Open Space Contribution" the sum of £34,650 (thirty four thousand six hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the 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
- 2.19 "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
- 2.20 "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
- 2.21 "Student" any student enrolled with the New York University London Campus and reference to "Students" shall be construed accordingly

- (e) a disciplinary procedure for instances where antisocial behaviour arises on or off the Property;
- (f) provisions for policing incidents of noise and anti-social behaviour both on and off the Property; and
- (i) 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

#### 2.24 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation to include a energy and water efficiency measures a draft form of which is attached hereto as the Fourth Schedule and to include (but not limited to) the following:-

- (a) measures to the fabric of the Development such as insulation draft proofing and recommendations in English Heritage's Energy Conservation in Traditional Buildings Document;
- (b) mechanical services such as heating systems lighting systems and ventilation
- (c) designing the heating system so that the Development can connect to a decentralised energy network in the future including providing sufficient



space for a pipe to the property boundary and space for a heat exchanger (to be shown on a plan);

- (d) the inclusion of renewable energy technologies;
- (e) meters to monitor individual energy consumption and the carbon dioxide savings made by the various low and zero energy technologies;
- (f) efficient taps and toilets; and
- (g) rain water harvesting or another method to detain water during heavy rainfall

2.25 "the Travel Plan Co-ordinator"

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

2.26 "the Travel Plan"

a plan a draft form of which is attached hereto as the Third Schedule setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Second Schedule hereto;

- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.7 for all relevant purposes.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 STUDENT ACCOMMODATION**

###### **Student Management Plan**

- 4.1.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.
- 4.1.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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 used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not occupy or permit occupation of the Development

otherwise than in strict accordance with the requirements of the Student Management Plan as approved from time to time by the Council and in the event of any breach of this clause to cease occupation of the Development forthwith until the breach is rectified.

#### **Use of Student Accommodation**

- 4.1.4 To ensure that the Development is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation.
- 4.1.5 To ensure that the Student Accommodation within the Development is used at all times as a single planning unit and that:
  - a) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
  - b) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation
- 4.1.6 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being used in strict accordance with clauses 4.1.4 and 4.1.5 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of clauses 4.1.4 and 4.1.5 and in the event of any breach of these sub-clauses to cease Occupation of the Development forthwith until the breach is rectified.

#### **4.2 LOCAL EMPLOYMENT**

- 4.2.1 In carrying out the General Works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.2.2 In order to facilitate compliance with the requirements of sub-clause 4.2.1 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.

4.2.3 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.

### **4.3 LOCAL PROCUREMENT**

- 4.3.1 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.
- 4.3.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.3.3 To ensure that throughout the Construction Phase, except in the case of emergency works which may be required to stabilise those buildings forming part of the Property

on English Heritage's Heritage at Risk register, 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.

- 4.3.4 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.

#### **4.4 SUSTAINABILITY PLAN**

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.4.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-construction 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 implemented in the construction of the Development.
- 4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### **4.5 THE TRAVEL PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan
- 4.5.2 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.

- 4.5.3 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.

#### **4.6 FINANCIAL CONTRIBUTIONS**

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.
- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.

#### **4.7 CAR FREE**

- 4.7.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.7.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.7.1 above will remain permanently.
- 4.7.3 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 4.7.1 of this Agreement.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/0885/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally 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 Submission of the Sustainability Plan, the Student Management Plan and the Travel Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2010/0885/P.
- 5.6 Payment of the Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a



Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM943ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

- 5.10 All notices to the Owner are to be sent care of:

Stephen Hubner  
Shepherd and Wedderburn LLP  
Condor House  
10 St. Paul's Churchyard  
London EC4M 8AL  
Phone: +44 (0)20 7429 4900  
Fax: +44 (0)20 7329 5939

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/0885/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 by the Council 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 nor 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.

## **7. MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

8.1 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 has executed this instrument as its Deed the day and year first before written

## **THE FIRST SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the Construction Phase. The local procurement code describes how the 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