

SECTION B : EMPLOYMENT & TRAINING POST-CONSTRUCTION

SCHEDULE B

Part 1

FURTHER DETAILS OF THE SKILLS AND RECRUITMENT CENTRE ("SRC")

1. The SRC shall be consistent with the schedule of accommodation at paragraph 5 to a Category A Finish.
2. The SRC shall provide facilities to develop a qualified local workforce with the objective of securing the Local Employment Objective Targets.
3. The SRC shall respond to the needs of employers in two ways: filling immediate vacancies and working with training providers and partner agencies to address skills shortages. The SRC shall work with local training providers to establish training programmes that ensure that there is a ready supply of skilled local labour.
4. The SRC shall offer a wide range of recruitment and skills services to employers, employees and job seekers. Example services include:
 - (a) a recruitment service for employers within the Development and adjacent areas
 - (b) maintaining an expanding database of local labour
 - (c) attracting, matching and screening candidates prior to interview
 - (d) the organisation of recruitment events, which may include family fun days for women returners and outreach services (see (k) below), as well as traditional recruitment fairs
 - (e) the provision of interview facilities
 - (f) following up placements to ensure employer satisfaction
 - (g) working with employers to identify future vacancy needs, skills gaps and training opportunities
 - (h) advice on training for employers and businesses
 - (i) working closely with schools and colleges to develop skills and place newly qualified people into employment
 - (j) help with application forms, interview techniques and advice on training courses for jobseekers and employees
 - (k) outreach to support local jobseekers in their communities. This would be targeted at key wards with the highest rates of unemployment and multiple deprivation
 - (l) support for those who wish to enhance their use of written and spoken English

SECTION C: COMMUNITY ENTERPRISE

DEFINITIONS

- "CUCDFI"** Credit Union and Community Development Finance Initiatives offered to communities within the Development and CIZ and WIZ.
- "Social and Community Fund"** A fund whose purpose is to provide grants or loans to projects which mitigate the effects of the Development and/or enhance its benefits administered by the Council or as may otherwise be agreed between the parties.

OBLIGATIONS

1. The Developer shall pay to the Council:
 - (i) a contribution towards the Council's costs in procuring professional advice to establish CUCDFI up to a maximum amount of £25,000 prior to First Occupation for B1 purposes of 100,000 sq m GEA floorspace within the Development;
 - (ii) £50,000 prior to First Occupation for B1 purposes of 100,000 sq m GEA floorspace within the Development;
 - (iii) £50,000 on each of the first, second and third anniversaries of the date of the payment made under sub paragraph 1(ii);
 - (iv) £40,000 on the fourth anniversary of the date of the payment made under sub paragraph 1(ii);
 - (v) £30,000 on the fifth anniversary of the date of the payment made under sub paragraph 1(ii);
 - (vi) £20,000 on the sixth anniversary of the date of the payment made under sub paragraph 1(ii);
 - (vii) £10,000 on the seventh anniversary of the date of the payment made under sub paragraph 1(ii).
2. The Council shall apply all sums paid by the Developer under sub paragraph 1 (ii) - (vii) towards the establishment and operation of CUCDFI and this may include the provision by CUCDFI of loans to eligible persons which, when repaid, may be redeployed for other CUCDFI, provided that any such sums not initially so applied within four (4) years of receipt shall be paid into the Social and Community Fund.

SECTION D: SMALL BUSINESS SPACE

DEFINITIONS

- "Small Business Space"** B1 business space of individual units each not exceeding 350 sq m GEA including 500 sq m GEA for Voluntary Sector Space.
- "Small Business Space Letting Terms"** The terms on which the Small Business Space shall be made available for letting, namely:
- (i) on commercial terms for a maximum of twelve (12) months with the tenant's ability to determine on one (1) month's written notice;
 - (ii) exempt from security of tenure under the Landlord and Tenant Act 1954;
 - (iii) to be let to businesses which have traded for less than two (2) years at the point of letting and not to be let to subsidiaries of larger companies or businesses which have been trading for two (2) years or more;
 - (iv) to be let such that no more than fifty per cent (50%) of the space is occupied by businesses with more than one of the small business units provided.
- "Voluntary Sector Space"** B1 office space for voluntary sector organisations delivering services primarily to residents and occupiers within the Development.

OBLIGATIONS

1. Not more than 250,000 sq m GEA of B1 floorspace (excluding the Small Business Space) within the Development shall be First Occupied until the Developer has provided:
 - (a) a minimum of 3,500 sq m GEA of B1 floorspace within the Development as Small Business Space, such floorspace to be Practically Completed and available for letting on the Small Business Space Letting Terms; and
 - (b) a minimum of 500 sq m GEA of B1 floorspace within the Development as Voluntary Sector Space, such floorspace to be Practically Completed and available for letting on commercial terms.
2. The proposed location for and specification of the Small Business Space and Voluntary Sector Space shall be submitted to the Council in accordance with the Review Procedure, before the construction of such space is commenced.
3. The Council may from time to time propose criteria for establishing the priority of proposed users of the Small Business Space and Voluntary Sector Space. The Developer and the Council will use reasonable endeavours to agree such criteria having regard in particular to:

- (a) any borough-wide planning or economic development or diversity policy adopted by the Council on such issues;
 - (b) the demand for such Small Business Space and Voluntary Sector Space from users satisfying the criteria;
 - (c) the ability of users satisfying the criteria to pay local market rents appropriate for, in the case of the Small Business Space, the Small Business Space Letting Terms and approved specification and, in the case of the Voluntary Sector Space, the terms referred to in sub paragraph 1(b) and approved specification; and
 - (d) the desirability of ensuring use of the Small Business Space and Voluntary Sector Space.
4. Where such criteria have been agreed in accordance with paragraph 3 the Developer shall use reasonable endeavours to ensure that the Small Business Space units and Voluntary Sector Space are made available and are let in accordance with agreed criteria.
5. The Developer shall use reasonable endeavours to let the Small Business Space units and the Voluntary Sector Space.
6. The Developer shall provide to the Council on written request reasonable monitoring information regarding lettings, rents, voids, turnover rate, types of business, numbers of staff employed and relevant demographic data.
7. Once constructed the Small Business Space shall not be used for any purpose other than on the Small Business Space Letting Terms and the Voluntary Sector Space shall not be used for any purpose other than that stated in the definition of Voluntary Sector Space.
8. Subject to paragraph 9, the obligations in this Section D shall cease at the earlier of:
 - (a) the implementation of a planning permission granted by the Council for the redevelopment of the Small Business Space or Voluntary Sector Space as appropriate; or
 - (b) twenty five (25) years from Practical Completion of the Small Business Space or Voluntary Sector Space as appropriate.
9. Prior to the date which is twenty years from Practical Completion of the Voluntary Sector Space the Developer shall submit to the Council a proposed mechanism for continued provision of the Voluntary Sector Space within the Development after the period referred to be sub paragraph 8(b) and the Developer and the Council shall both use reasonable endeavours to agree such mechanism, always provided that there is a continuing demand for such premises from voluntary sector organisations delivering services primarily to residents and occupants within the Development in accordance with sub paragraph 3(b).

SECTION E: LOCAL BUSINESS SUPPORT AND LOCAL PURCHASING STRATEGY

DEFINITIONS

- "Approved Local Suppliers List"** A list of suppliers whose businesses are within CIZ and/or WIZ and who are approved by the Developer for the provision of goods and services in respect of the estate management of the Development.
- "Employment Liaison Officer"** An appropriately qualified person appointed by the Developer at its own expense to promote the business advantages of local recruitment through the Skills and Recruitment Centre to occupiers and to ensure that the service is employer led further details of which are contained at Schedule B, Part 2.
- "Local Businesses"** Businesses within CIZ and/or WIZ.

OBLIGATIONS

General Obligations

1. The Developer shall use reasonable endeavours to ensure that Local Businesses benefit directly from the opportunities arising from the Development and the growth of a new commercial cluster at King's Cross Central by undertaking inter alia the steps identified in this Section E.
2. The Developer shall use reasonable endeavours:
 - (a) to identify any actions that are required in order to overcome known barriers to Local Businesses to strengthening the local supply chain in respect of the construction and estate management of the Development;
 - (b) where such barriers are reasonably capable of being overcome through agreed action to seek to agree the actions with representatives of Local Businesses such as the King's Cross Business Forum;
 - (c) where the actions are agreed to work with representatives of Local Businesses such as the King's Cross Business Forum to implement the agreed actions.
3. The Developer shall liaise with and provide marketing assistance to the King's Cross Business Forum or its successor body including hosting regular networking and other appropriate events.
4. The Developer shall prior to First Occupation for B1 purposes of 100,000 sq m GEA of buildings pay to the Council a contribution not exceeding £25,000 towards helping the King's Cross Business Forum engage with incoming businesses.
5. The Developer shall thereafter use the Employment Liaison Officer to prepare an annual report on the anniversary of First Occupation for B1 purposes of 100,000 sq m GEA of buildings within the Development identifying the specific steps that it has undertaken to ensure that Local Businesses benefit from the opportunities arising from the Development including reference to each of the obligations in this Section E.

Estate Management

6. The Developer shall use reasonable endeavours to provide opportunities for Local Businesses to bid/tender for the provision of estate management goods and services.
7. The Developer shall use reasonable endeavours to use Local Businesses for the provision of estate management goods and services in particular through the operation of the Approved Local Suppliers List.
8. The Council shall use reasonable endeavours to use Local Businesses for the provision of estate management goods and services for those parts of the Development in respect of which the Council has responsibility for obtaining such goods and services.
9. The Developer shall use reasonable endeavours to:
 - (a) provide information to Local Businesses regarding procurement and supply chain opportunities as part of the estate management at King's Cross Central; and
 - (b) assist Local Businesses in responding to such opportunities.

Approved Suppliers

10. Prior to the First Occupation for B1 purposes of 100,000 sq m GEA of buildings the Developer shall prepare an Approved Local Suppliers List and shall thereafter use reasonable endeavours to maintain it. The Developer shall consult the Council about the Approved Local Suppliers List. Local Businesses who apply to be on the Approved Local Suppliers List shall only be refused with good reasons and shall be provided with a note of those reasons.
11. The Developer will make the Approved Local Suppliers List available to occupiers within the Development and will use reasonable endeavours to encourage them to use Local Businesses from the Approved Local Suppliers List for the supply of estate management goods and services.

SECTION F: BUSINESS VOLUNTEERING

DEFINITIONS

"Business Volunteer"

A volunteer who may be an employer or employee in a business and who commits a certain number of volunteer hours each year towards activities included in the Business Volunteering Programme.

"Business Volunteering Programme"

A programme run by the Council, the Skills and Recruitment Centre or the King's Cross Business Forum or another appropriate body approved jointly by the Developer and the Council to assist with:

- (a) the integration of new occupants into the wider community by acting as a broker between potential Business Volunteers and receiving voluntary organisations, including Local Schools and LWT at CSNP;
- (b) assisting the local voluntary, community and education sectors to work in partnership with the private sector; and
- (c) the facilitation of work experience opportunities for residents of the local community.

"CSNP"

Camley Street Natural Park.

"LWT"

London Wildlife Trust or such other party responsible for management of the CSNP as may be nominated by the Council.

"Skills and Recruitment Centre"

A centre to be constructed by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and jobseekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:

- (iv) Premises comprising not less than 250 sq m NIA;
- (v) sited in a reasonably prominent location within the Development such location to be approved by the Council before Implementation of the same, a response to be made by the Council in

accordance with the Review Procedure;

- (vi) fitting out of the centre to be to a Category A Finish.

OBLIGATIONS

1. Until the Completion Date the Council will use reasonable endeavours to run or procure the running of a Business Volunteering Programme within the Kings Cross area.
2. The Council and the Developer will meet at regular intervals to agree the focus and targets of the Business Volunteering Programme in the Kings Cross area with the intent of focussing resources on those businesses most likely to participate and to make a contribution.
3. The Developer shall provide the Council with reasonable assistance to establish the Business Volunteering Programme, including:
 - (a) identifying and using reasonable endeavours to identify and help pursue opportunities to broker relationships between the local voluntary, community and education sectors and the private sector; and
 - (b) working with the Council to jointly design and produce an information pack setting out the objectives of the Business Volunteering Programme, the sorts of activities that can be supported by Business Volunteers and contact details of all local volunteering organisations ("Business Volunteering Programme Welcome Pack").
4. Until the Completion Date the Developer shall continue to provide reasonable assistance to the Council and other organisations wishing to work with volunteers to enable the Business Volunteering Programme to achieve its objectives, including:
 - (a) working with the Council to update from time to time the Business Volunteering Programme Welcome Pack;
 - (b) encouraging all businesses identified pursuant to paragraph 2 to nominate a Business Volunteer coordinator to promote the Business Volunteering Programme to employees of that business;
 - (c) providing all businesses identified pursuant to paragraph 2 within a reasonable time following First Occupation a copy or copies of the Business Volunteering Programme Welcome Pack;
 - (d) promoting and advertising the Business Volunteering Programme within the Development Site and in the local community, including at appropriate conferences, industry days and other similar corporate or community events;
 - (e) participating in and encouraging businesses within the Development Site to provide work experience opportunities.
5. No more than 50,000 sq m GEA of B1 floorspace shall be First Occupied until the Developer has at its own cost established an appropriately high quality and user-friendly Business Volunteering Programme website, the content of which is to be the subject of consultation with the Council.

6. Until the Completion Date the Developer shall at its own expense update and maintain, in consultation with the Council, the Business Volunteering Programme website to a high standard so that it assists all stakeholders in fulfilling the objectives of the Business Volunteering Programme.

SECTION G: SOCIAL AND COMMUNITY FUND

DEFINITIONS

"Social and Community Fund"

A fund whose purpose is to provide grants or loans to projects which mitigate the effects of the Development and/or enhance its benefits administered by the Council or as may otherwise be agreed between the parties.

OBLIGATIONS

1. No more than 100,000 sq m GEA floorspace within the Development shall be First Occupied for B1 and A1-A5 purposes until the Developer has paid the Council £100,000 towards the Social and Community Fund.
2. No more than ninety per cent (90%) of the permitted B1 or A1 - A5 floorspace within the Development or 40 of the 44 Development Plots shall be First Occupied until the Developer has paid the Council £900,000 (less any amounts previously paid pursuant to paragraph 3) towards the Social and Community Fund.
3. If no payment has been made to the Council pursuant to paragraph 2 then prior to fifteen (15) years after Implementation the Developer shall pay to the Council a sum representing the percentage of the Development measured by permitted floorspace that has been Practically Completed multiplied by £900,000.
4. The Developer and the Council shall both use reasonable endeavours to agree the criteria and decision making process for awarding grants from the Social and Community Fund.
5. If the Developer and the Council cannot agree the criteria and decision making process within a reasonable time the Council shall settle the relevant criteria and process having proper regard to the purposes of the Social and Community Fund as defined and shall forthwith notify the Developer accordingly.

SECTION H: COMMUNITY MEETING FACILITIES

DEFINITIONS

- "Community Meeting Facilities"** Accommodation of not less than 370 sq m GEA consistent with the schedule of accommodation at Schedule H to a Category A Finish and to be to a specification to be agreed between the parties capable of providing a high quality and readily accessible community facility available for the use of the local community.
- "Community Meeting Facilities Lease"** A long lease of the Community Meeting Facilities at a peppercorn rent to be granted by the Developer to the Council in accordance with the heads of terms annexed at Schedule 2.

OBLIGATIONS

1. Prior to First Occupation of 875 Residential Units (excluding Student Housing) the Developer shall submit to the Council for approval a proposed specification of the Community Meeting Facilities a response to be made by the Council in accordance with the Review Procedure.
2. Subject to Clause 21 of Part 1 and the Council having served a Lease Acceptance, no more than 975 Residential Units (excluding Student Housing) shall be First Occupied until the Developer has completed the construction of the Community Meeting Facilities to a Category A Finish.
3. No later than three (3) months following Practical Completion of the Community Meeting Facilities the Developer shall grant the Community Meeting Facilities Lease to the Council.
4. The Developer may propose to provide an alternative community meeting facility which the Council will accept if:
 - (a) it would be capable of serving the community at least as well as the proposed Community Meeting Facilities;
 - (b) there would be no additional cost to the Council or the community in such alternative facility.

provided at all times that such alternative facility shall be completed prior to the First Occupation of 975 Residential Units (excluding Student Housing).

5. If the Developer and the Council agree in writing prior to Practical Completion of the Community Meeting Facilities that an alternative body is appropriate to accept the Community Meeting Facilities Lease and such body has served a Lease Acceptance the Developer shall grant the lease to such body.