

- (ii) the Developer has submitted the Regents Canal South Plan to the Council and the Regent's Canal South Completion Date has been approved in writing by the Council;

in which case the Developer shall carry out the phased delivery of those works in accordance with the approved Regent's Canal South Plan

or

- (b) the Developer has paid to the Council the Canal Enhancement Southern Contribution.

2. The Council shall apply the Canal Enhancement Southern Contribution towards the delivery of the works listed at Schedule T, Part 1 and shall deliver such works as soon as reasonably practicable.

3. No more than 100,000 sq m GEA of buildings to the north of the Regent's Canal shall be First Occupied until:

- (a) (i) the Developer has demonstrated in writing to the reasonable satisfaction of the Council that the Developer has the necessary rights in land or other legal authority capable of exercise to implement those works along the north side of the Regent's Canal listed at Schedule T, Part 2 in accordance with the Regent's Canal North Plan; and

- (ii) the Developer has submitted the Regent's Canal North Plan to the Council and the Regent's Canal North Completion Date has been approved in writing by the Council;

in which case the Developer shall carry out the phased delivery of those works in accordance with the approved Regent's Canal North Plan

or

- (b) the Developer has paid to the Council the Canal Enhancement Northern Contribution.

4. The Council shall apply the Canal Enhancement Northern Contribution towards the delivery of the works listed at Schedule T, Part 2 and shall deliver such works as soon as reasonably practicable.

5. If the Regent's Canal North Plan indicates that the programme for the Practical Completion of BR3 is likely to be later than the date on which seventy five per cent (75%) of the permitted floorspace within the Development or more than 33 of the 44 Development Plots shown on attached drawing KXC005 Rev T would be First Occupied the Council may either in its absolute discretion:

- (a) agree an alternative date by which BR3 shall be Practically Completed and such agreed date may be conditional on the provision of such security as to the Developer's ability to Practically Complete BR3 as the Council may reasonably require; or

- (b) require the immediate payment of £250,000 of the Canal Enhancement Northern Contribution to allow the Council sufficient funds to be able to negotiate with the relevant landowners and to secure the confirmation of any necessary powers of compulsory acquisition to acquire such rights in land or other legal authority as may be necessary to Practically Complete BR3, in which case paragraph 6 shall apply.

6. If the Council opts in accordance with sub paragraph 5(b) then:
- (a) the Council shall use reasonable endeavours to acquire (which shall include use of powers of compulsory acquisition) such rights in land or other legal authority as may be necessary to Practically Complete BR3;
 - (b) when such rights or legal authority have been acquired and notice of such acquisition has been served on the developer, the Developer will pay to the Council the sum of £275,000, (being part of the Canal Enhancement Northern Contribution attributable to BR3); and
 - (c) the payment made by the Developer pursuant to sub paragraph 6(b) shall be applied by the Council towards the construction and Practical Completion of BR3 as soon as reasonably practicable.
7. No more than 250,000 sq m GEA of buildings to the north of the Regent's Canal shall be First Occupied until:
- (a)
 - (i) the Developer has demonstrated in writing to the reasonable satisfaction of the Council that the Developer has the necessary rights in land or other legal authority capable of exercise to implement those access improvement works at the Camley Street Steps listed at Schedule T, Part 3 in accordance with the Camley Streets Steps Plan; and
 - (ii) the Developer has submitted to the Council the Camley Street Steps Plan and the Camley Streets Steps Completion Date has been approved in writing by the Council;

in which case the Developer shall carry out the phased delivery of those works in accordance with the Camley Street Steps Plan

or
 - (b) the Developer has paid to the Council the Camley Street Steps Contribution.
8. The Council shall apply the Camley Street Steps Contribution towards the delivery of the works listed at Schedule T, Part 3 and shall deliver such works as soon as reasonably practicable.
9. If the Developer is able to confirm, to the reasonable satisfaction of the Council and prior to the due date for payment, the legal authority capable of immediate exercise and a delivery plan for some but not all of the works listed at Schedule T, Part 1 or Part 2 or Part 3, then the sum(s) to be paid under sub paragraphs 1(b), 3(b) and 7(b) will be reduced commensurately, to reflect the cost of the works that have been confirmed in which case the Developer shall carry out the phased delivery of those identified works in accordance with the relevant plan. The Developer and the Council shall both use reasonable endeavours to agree the commensurate reduction.

SECTION T : CANAL AND WATERSPACE ENHANCEMENT WORKS

SCHEDULE T

Part 1

**CANAL AND WATERSPACE ENHANCEMENT WORKS
ALONG THE SOUTH SIDE OF THE REGENT'S CANAL**

- Provision of new steps and ramps in accordance with attached drawing KXC006 Rev Q
- Provision of new and refurbished moorings and access to those moorings in accordance with attached drawings KXC006 Rev Q and LPP106A Rev 03
- Provision of new surface finishes in accordance with attached drawings KXC006 Rev Q and LPP106A Rev 03
- Provision of tree planting and other soft landscaping along the canal edge in accordance with attached drawing LPP106A Rev 03
- Provision of aquatic planting in accordance with attached drawing LPP106A Rev 03
- Provision of new canal-side lighting
- Site preparation works to facilitate the above

SECTION T : CANAL AND WATERSPACE ENHANCEMENT WORKS

SCHEDULE T

Part 2

**CANAL AND WATERSPACE ENHANCEMENT WORKS
ALONG THE NORTH SIDE OF THE REGENT'S CANAL**

- Provision of new steps and ramps in accordance with attached drawing KXC006 Rev Q
- Provision of new bonded gravel surfaces to the canal towpath in accordance with attached drawings KXC006 Rev Q, LPP106A Rev 03, LPP106B Rev 08 and LPP109 Rev 09
- Provision of tree planting and other soft landscaping along the canal edge in accordance with attached drawings LPP106A Rev 03, LPP106B Rev 08 and LPP109 Rev 09
- Native species planting in accordance with attached drawing KXC006 Rev Q
- Provision of new canal-side and under-bridge lighting
- Provision of new street furniture along the canal towpath in accordance with attached drawings LPP106A Rev 03, LPP106B Rev 08 and LPP109 Rev 09
- Provision of the vehicle and pedestrian bridge BR1 on attached drawing KXC007 Rev S
- Provision of the pedestrian bridge BR2 on attached drawing KXC007 Rev S
- Provision of BR3 on attached drawing KXC007 Rev S
- Site preparation works to facilitate the above

SECTION T : CANAL AND WATERSPACE ENHANCEMENT WORKS

SCHEDULE T

Part 3

ACCESS IMPROVEMENT WORKS AT CAMLEY STREET STEPS

- Provision of improvements to existing steps between Camley Street and the Canal towpath alongside the Oblique Bridge, to include the removal of the existing steps and the provision of new railings
- Provision of new ramped and gateway access between Camley Street and the Canal towpath alongside the Oblique Bridge

SECTION U: SUPPORT FOR IMPLEMENTATION PANELS

DEFINITIONS

- "Construction Impact Group"** An existing forum adapted to allow for liaison with local residents and other interests regarding potential construction impacts and mitigation as referred to in Section DD of this Agreement.
- "Consultative Design Group"** A forum to be convened in accordance with the Terms of Reference.
- "Implementation Panels"** The panels established by the Developer and/or the Council to provide for liaison, informal advice and feedback regarding the implementation construction design or management of the Development, as appropriate, such panels to include the following:-
- (a) Consultative Design Group;
 - (b) Construction Impact Group;
 - (c) Kings Cross Access Forum;
 - (d) Any further panels, groups or forums set up under this Agreement and agreed by the parties to be able to make a meaningful contribution to the implementation construction design and management of the Development.
- "Kings Cross Access Forum"** The existing forum covered by the Council and managed in accordance with the King's Cross Access Forum Terms of Reference to provide informal advice and feedback on access and inclusivity policies and practice within the King's Cross Opportunity Area.
- "Terms of Reference"** The terms of reference for each of the Implementation Panels to include as appropriate their formation, programme for formation or involvement, roles, membership, meeting cycle and procedures and how each of the Implementation Panels should properly be implemented into wider arrangements for partnership working and a process for review of effectiveness (if appropriate).

OBLIGATIONS

1. The Developer and the Council shall use reasonable endeavours to propose, as appropriate, within three (3) months of the grant of Planning Permission a structure for the Implementation Panels identifying the roles that each will take and a programme for settling Terms of Reference.
2. The Developer and the Council shall use reasonable endeavours to propose, as appropriate, in accordance with the programme approved under paragraph 1, draft Terms

of Reference for the Implementation Panels, for consultation with relevant design, community safety, highways, access and inclusivity and heritage organisations.

3. The Council and the Developer shall thereafter use reasonable endeavours to agree the Terms of Reference, such that:
 - (a) the Consultative Design Group can be first convened prior to submission of the first reserved matters application or, if that is not achievable, as soon as practicable thereafter;
 - (b) the other identified Implementation Panels can be first convened prior to submission of the first reserved matters application or on such date is agreed to be appropriate within the programme in the relevant Terms of Reference (or such other date as may be provided elsewhere in this Agreement); and
 - (c) the Consultative Design Group can make recommendations on emerging designs and proposals within the Development prior to the Developer's formal submission of details for approval by the Council.
4. The Council and the Developer shall contribute equally to the costs relating to their work on the Development of running the Implementation Panels unless otherwise agreed between the parties.
5. The Council and Developer shall hold, attend and conduct meetings of the Implementation Panels in accordance with the Terms of Reference, subject to such variations as the Council and the Developer may agree from time to time.
6. The Council and the Developer shall review twelve (12) months following its first meeting (or other such period as shall be agreed between the Council and the Developer) and thereafter every twelve (12) months (or such said other period) the effectiveness of the Consultative Design Group.

SECTION V: ACCESS AND INCLUSIVITY

DEFINITIONS

- "Access Statement"** : The statement to be submitted by the Developer for approval of reserved matters in accordance with Condition 19 of the Planning Permission.
- "Consultative Design Group"** : A forum to be convened in accordance with the Terms of Reference as defined in Section U.
- "Inclusive Design Champion"** : A suitably qualified person to carry out the following functions at the design stage of the Development to apply Inclusive Design Principles:-
(a) to actively consider and integrate access issues at all stages of the design process through the application of the Inclusive Design Principles ;
(b) to convert the access requirements of the design briefs for the Development into appropriately designed and constructed buildings.
- "Inclusive Design Principles"** : The principle of designing environments so that they create an environment where everyone can access and benefit from the full range of opportunities available to members of society by removing barriers that create undue effort, separation or special treatment and enables everyone regardless of disability age or gender to participate equally confidently and independently in mainstream activities with choice and dignity.
- "Kings Cross Access Forum"** : The existing forum covered by the Council and manages in accordance with the King's Cross Access Forum Terms of Reference to provide informal advice and feedback on access and inclusivity policies and practice within the King's Cross Opportunity Area.
- "Lifetime Homes Standards"** : The specifications and standards which meet the lifetime homes standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) in order to provide accessible housing in the Development or such other

alternative standard as may be agreed
between the Parties.

OBLIGATIONS

1. When preparing the detailed design of buildings within the Development the Developer shall:
 - (a) retain as part of the design team an Inclusive Design Champion to inform and monitor the emerging detailed designs; and
 - (b) commission, at appropriate stages of the detailed design process, specialist consultants to undertake accessibility audits in relation to such designswith a view to the Inclusive Design Principles informing the design of each proposed building and the public realm.
2. In carrying out his or her responsibilities the Inclusive Design Champion shall consult with and have due regard to the advice and/or response received from the Consultative Design Group and the King's Cross Access Forum.
3. The Developer shall use reasonable endeavours to incorporate within the relevant reserved matters application appropriate disabled parking for public, residential and office buildings within the footprint of such buildings, typically within basements or undercroft levels or in street spaces immediately adjacent to the relevant building.
4. The Developer shall review and evaluate the delivery of buildings and related projects within the Development upon their completion and use any lessons learned for enhancing the delivery of future buildings and public realm.
5. The Developer shall undertake the detailed design of all Residential Units (excluding Student Housing) with the aim of meeting the Lifetime Homes Standards.
6. If one or more of the Lifetime Homes Standards cannot be achieved on any such Residential Units the reasons shall be highlighted and explained to the Council's reasonable satisfaction within the relevant Access Statement but in presenting such reasons the Developer shall be entitled to rely upon (and in considering such reasons the Council shall recognise) the high density nature of the development and the design constraints which thereby arise.

SECTION W: ENVIRONMENTAL SUSTAINABILITY

DEFINITIONS

- "Energy Assessment"** : King's Cross Central Energy Assessment dated September 2005.
- "Environmental Management System"** : A system to cover estate management activities within the Development modelled on ISO 14001 which shall include an energy reduction strategy, a sustainable waste strategy, a sustainable water strategy and a materials and purchasing strategy.
- "Environmental Sustainability Strategy"** : The Environmental Sustainability Strategy dated April 2004.

OBLIGATIONS

1. The Developer shall have due regard in carrying out, managing and maintaining the Development to the contents of the Environmental Sustainability Strategy and the Energy Assessment to the extent they provide guiding principles and suggest mechanisms for how the Developer shall fulfil the obligations in Sections W to BB.
2. The Developer shall ensure that all submissions made in accordance with conditions attached to the Planning Permission which relate to Sections W to BB provide the Council with sufficient information for the Council to understand the way in which the Developer has carried out its reasonable endeavours obligations in relation to the relevant paragraph in such Sections.
3. Prior to First Occupation of 100,000 sq m GEA of floorspace within the Development the Developer shall implement and thereafter maintain an appropriate Environmental Management System.
4. Following the implementation of the Environmental Management System the Developer shall use reasonable endeavours to promote the adoption of the sustainability strategies within the said system by other parties who commission, purchase and/or occupy new buildings within the Development.
5. The Developer shall use reasonable endeavours to obtain independent accreditation of the Environmental Management System under ISO 14001 within twelve (12) months following its implementation or as soon as reasonably practicable thereafter and shall use reasonable endeavours to maintain such accreditation after it has been obtained.
6. The Developer shall notify the Council forthwith on the accreditation of the Environmental Management System and of any lapse or qualification to the accreditation.
7. If the Developer does not obtain accreditation or the accreditation lapses then the Council may on request (such request to be made no more often than once in any twelve (12) month period) require the Developer to provide :
 - (a) a report of the actions taken to comply with the obligation to implement and to maintain the Environmental Management System over the period since the last such report (or the date of First Occupation of 100,000 sq m GEA of floorspace within the Development if there has been no such report);

- (b) a report of the actions taken to comply with paragraph 4 over the period since the last such report (or the date of First Occupation of 100,000 sq m GEA of floorspace within the Development if there has been no such report).