



Camden

SR

London Borough of Camden
Camden Town Hall
Argyle Street Entrance
Euston Road
London WC1H 8EQ

ENVIRONMENT DEPARTMENT

Planning, Transport and Health Service

Head of Planning, Transport and Health Service . Richard Rawes BA Hons . MICE C.Eng Dip TE

Tel 071 - 278 4444
Fax 071 - 860 5556

Grimley J R Eve,
10 Stratton Street,
London,
W1X. 5FD.

Our Reference: PL/9300040/R1
Case File No: H10/9/P
Tel.Inqu:
Ian Pestel ext. 5970

Date: 31 AUG 1993

Dear Sir(s)/Madam,

Town and Country Planning Act 1990
Town and Country Planning General Development Order 1988 (as amended)
Town and Country Planning (Applications) Regulations 1988

Permission for Development on an Outline Application (Conditional)

The Council, in pursuance of its powers under the above-mentioned Act and Orders and Regulations made thereunder, hereby permits the development referred to in the undermentioned Schedule subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may otherwise be required by the said conditions.

Your attention is drawn to the Appeal Rights and other information at the end of this letter.

SCHEDULE

Date of Original Application : 14th January 1993

Address : Camden Goods Yard, Chalk Farm Road, NW1.

Proposal : The redevelopment of land at Camden Goods Yard to provide a retail store with a gross floorspace of 58,800sq. ft. (30,000sq. ft. net), associated surface car parking for staff and customers, a petrol filling station and a total of 197 residential units, consisting of 28 four-bedroom houses 49 three-bedroom houses, 70 two-bedroom units and 50 one-bedroom flats, together with 135 car parking spaces, as shown on drawing nos. 92/442/P01, 2274/P/1, and 92/442/SK4a and 5 for illustrative purposes, revised on 26.02.93.

Standard and Other Condition(s):
01 FOR CONDITIONS AND REASONS - SEE ATTACHED SHEETS.

Reason(s) for Standard and Other Condition(s):

Yours faithfully,

Richard Rawes

Head of Planning, Transport & Health Services
(Duly authorised by the Council to sign this document)

ADDITIONAL CONDITIONS

1. The design and external appearance of the buildings and the landscaping of the site ("the reserved matters") shall be approved by the Council before work on the site is commenced.
2. The details submitted for approval in connection with Condition 1 shall also include:
 - details of the layout of all roads, including junction arrangements on Chalk Farm Road, footpaths, cycle routes, bus and taxi waiting and turning areas and facilities, car parking areas,
 - details of the lighting and security measures,
 - details of the fencing or other means of enclosure at the boundary of the site with railway land,
 - a scheme for the preservation and restoration of those parts of the canal towpath wall and railings within the site.
3. An application for approval of the reserved matters shall be submitted to the Council within three years from the date of this permission.
4. The development hereby approved shall be begun not later than either five years from the date of this permission or two years from the final approval of the reserved matters, whichever is the later.
5. The store shall not open for trading until all roads, including the entrance junction, cycleways, footpaths, parking, waiting and servicing areas serving the store and the pedestrian and cycle link from Oval Road to Chalk Farm Road, have been laid out in accordance with plans which have been submitted to and approved by the Council, and have been made ready for use.
6. All of the hard and soft landscaping works associated with the access routes and the retail store area shall be carried out to a reasonable standard in accordance with the approved landscaping details, prior to the opening for trading of the store. Any trees or areas of planting which, within a period of 5 years from the occupation of the store, die, are removed or become seriously diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of a similar size and species unless the Council gives written consent to any variation.

7. All of the hard and soft landscaping works associated with the housing areas shall be carried out to a reasonable standard in accordance with the approved landscaping details, prior to the occupation of the housing. Any trees or areas of planting which, within a period of 5 years from the occupation of the store, die, are removed or become seriously diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of a similar size and species unless the Council gives written consent to any variation.
8. The net sales area of the retail store shall not exceed 30,000 sq. feet.
9. No more than 465 car parking spaces shall be provided for the use of store customers, of which at least 21 shall be designed and reserved for the use of people with disabilities.
10. A minimum of 6 cycle parking spaces shall be provided for staff working at the store and a minimum of 18 cycle parking stands for store customers.
11. The residential units shall, where possible, be so designed that the following Max. External Noise Levels (1m from proposed dwellings) from road and rail traffic, measured as LAeq, are not exceeded. Where they are exceeded, a scheme of acoustic insulation as defined in the Noise Insulation Regulations and as agreed with the Pollution and Public Health Team of the Council shall be provided.

Period	Times	Room	Trains	Road Traffic
Day	0700-1900	Living	65dba Leq12hr	62dba
Evening	1900-2200	Living	60dba Leq3hr	60dba
Evening	1900-2200	Bedrooms	55dba Leq3hr	52dba
Night	2200-0700	Bedrooms	55dba Leq9hr	50dba

Such insulation shall also be provided in accordance with an approved scheme where residential facades are exposed to 80dB(A)max.

Additional screening, to a design agreed in advance with the Council, shall be erected to protect any garden which would be exposed to 24 hour LAeq of at least 56dBA.

The residential units shall be so designed that the following standard is complied with. Within habitable rooms, levels of vibration shall not exceed :-

Period	Time	Vibration Dose Value VDV (ms-1.75)
Day	0700-2300	0.4
Night	2300-0700	0.13

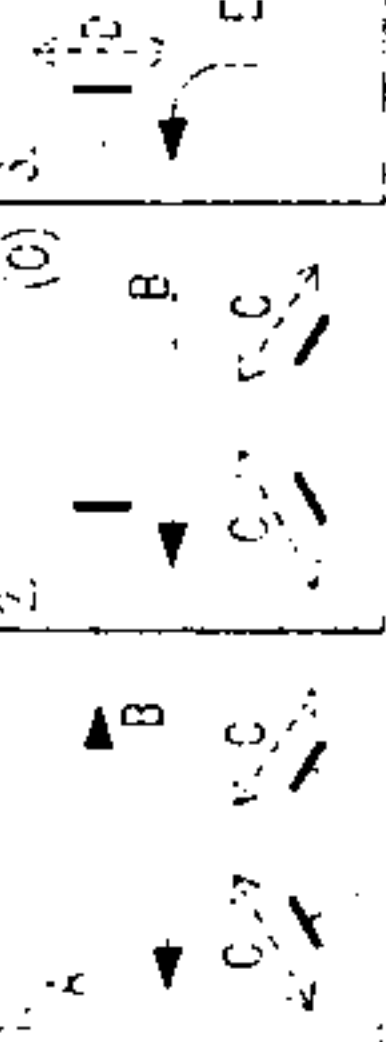
12. Within the areas allocated for housing, trial pits shall be dug and samples analysed according to a scheme to be agreed by the Pollution and Public health team of the Council before works start on the housing. Within these areas the developer shall dispose of spoil, cap off garden areas with 1 metre of clean material. In any case, where contamination is found which is in excess of the standards as set out in the Interdepartmental Committee on the Reclamation of Contaminated Land memorandum, the developer shall undertake such other measures as may be required by the Council following the pit investigations.
13. The whole of the car parking accommodation for the residential accommodation shown in the drawings to be submitted shall be provided and retained permanently for parking the vehicles of residential occupiers and their visitors.
14. During the period of development, the developer shall afford access at all reasonable times to any archaeologist nominated by the Council and shall allow him / her to observe excavations and record items of interest and finds.
15. All underground horse tunnels within the site shall be retained unless otherwise agreed with the Council.
16. Details submitted in accordance with Conditions 1 and 2 shall show the retention and re-use of all of the existing granite sets within the site unless otherwise agreed by the Council.
17. Development shall not commence until details of on and off site drainage works have been submitted to and approved by the Local Planning Authority. No works which result in the discharge of foul or surface water from the site shall be commenced until the off site drainage works referred to above have been completed.

REASONS FOR CONDITIONS

1. In order that the Council may give consideration to the details of the proposed development.
2. In order that the Council may give consideration to the details of the proposed development.
3. In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
4. In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
5. In order to ensure that the development is completed and occupied as permitted.

6. To ensure that the landscaping associated with the access routes and the retail store area is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
7. To ensure that the landscaping associated with the housing areas is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
8. In order to ensure that the development is completed and occupied as permitted.
9. In order to ensure that the parking provision does not exceed that which would be required by the operation of the store.
10. In order to ensure that there is adequate provision for cyclists both working and using the store.
11. In order to ensure that the new development is adequately protected against the penetration of noise and vibration.
12. To safeguard the residential amenities and health of the occupiers and users of the residential accommodation.
13. To ensure the permanent retention of the space for residential parking purposes and to ensure that the use of the development does not add to traffic congestion.
14. To ensure that there is an opportunity to investigate this site which is considered to be of archaeological interest.
15. In order to safeguard the special historic interest of the area.
16. In order to safeguard the special historic interest of the area.
17. To ensure that the Council may be satisfied with the drainage arrangements for the site.

METHOD OF CONTROL FOR 2/186J



METHOD OF CONTROL FOR 2/136J

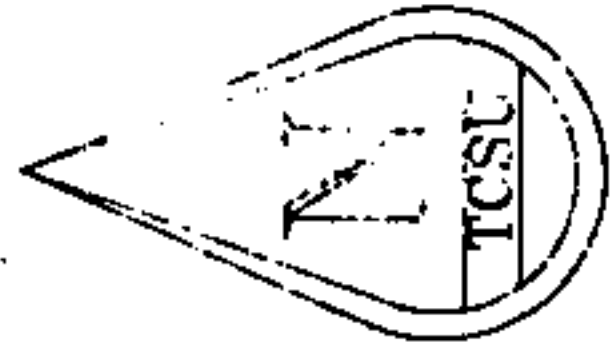


CHALK FARM ROAD

2/186J

2/136J

FERDINAND STREET

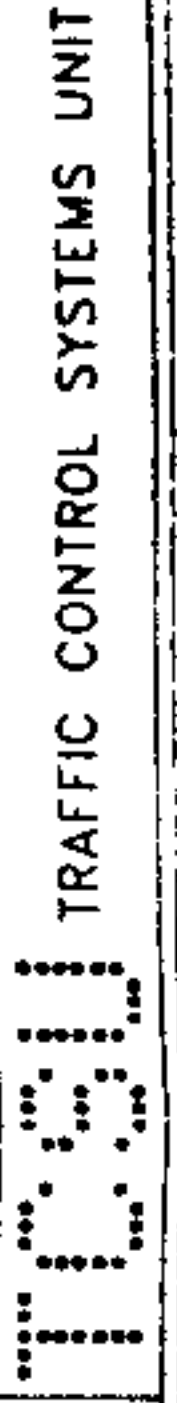


DIRECTOR

[Signature]
For and on behalf of N.F.C. SECRETARIAL SERVICES LTD.
SECRETARY *[Signature]*
Authorised Signatory

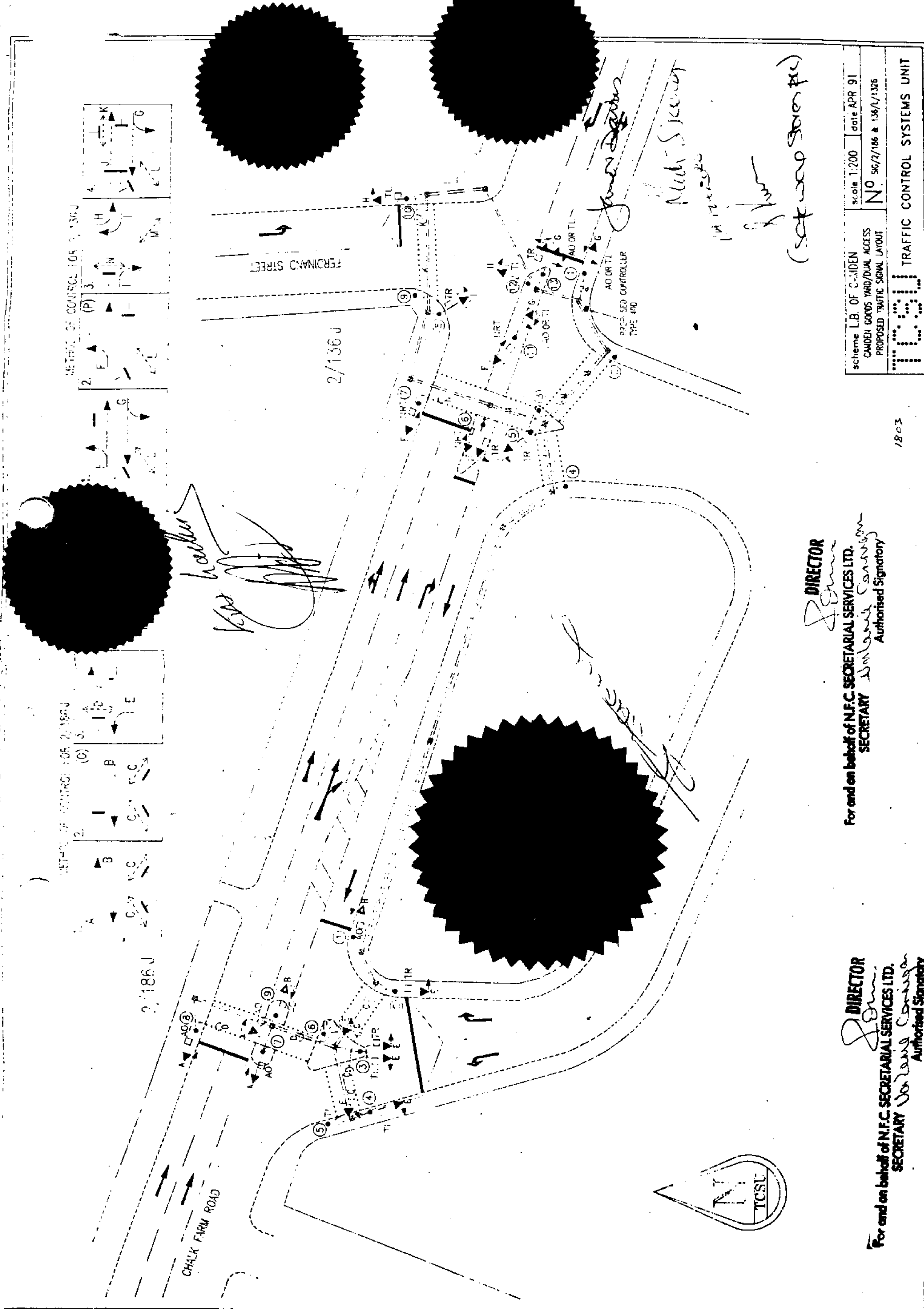
DIRECTOR
[Signature]
For and on behalf of N.F.C. SECRETARIAL SERVICES LTD.
SECRETARY *[Signature]*
Authorised Signatory

scale 1:200 date APR 91
CAMDEN CROSS YARD/DUAL ACCESS
PROPOSED TRAFFIC SIGNAL LAYOUT
No 567/186 & 136/1/1326



1803

[Handwritten notes]
James [Signature]
Nick [Signature]
[Signature]
(see map sheet 186)



WELLS GOODS DEPOT
Hyperion Properties Plc

For and on behalf of N.E.C. SECRETARIAL SERVICES LTD.
SECRETARY
SCOTLANDS ROAD
LONDON
W10 4LW
Telephone 01-235 3515

DIRECTOR

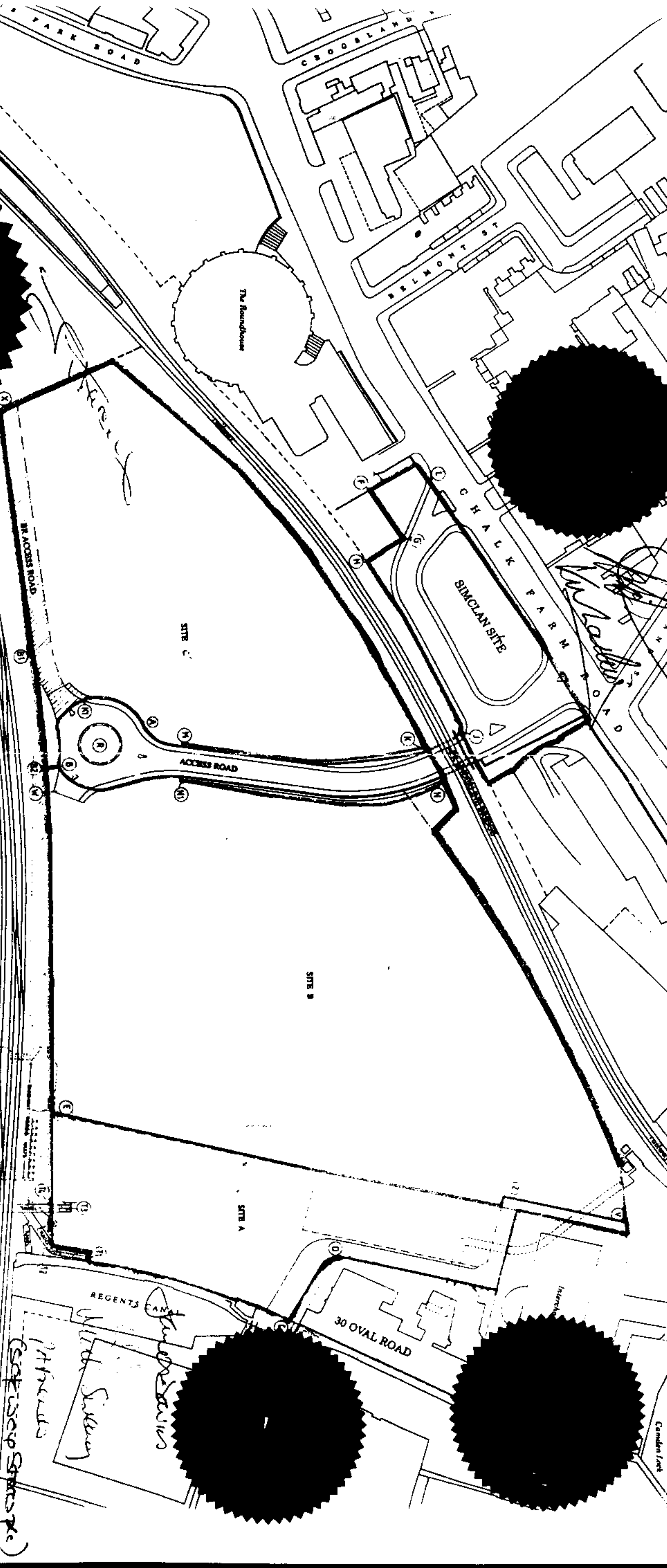
For and on behalf of N.E.C. SECRETARIAL SERVICES LTD.
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Telephone 01-235 3515

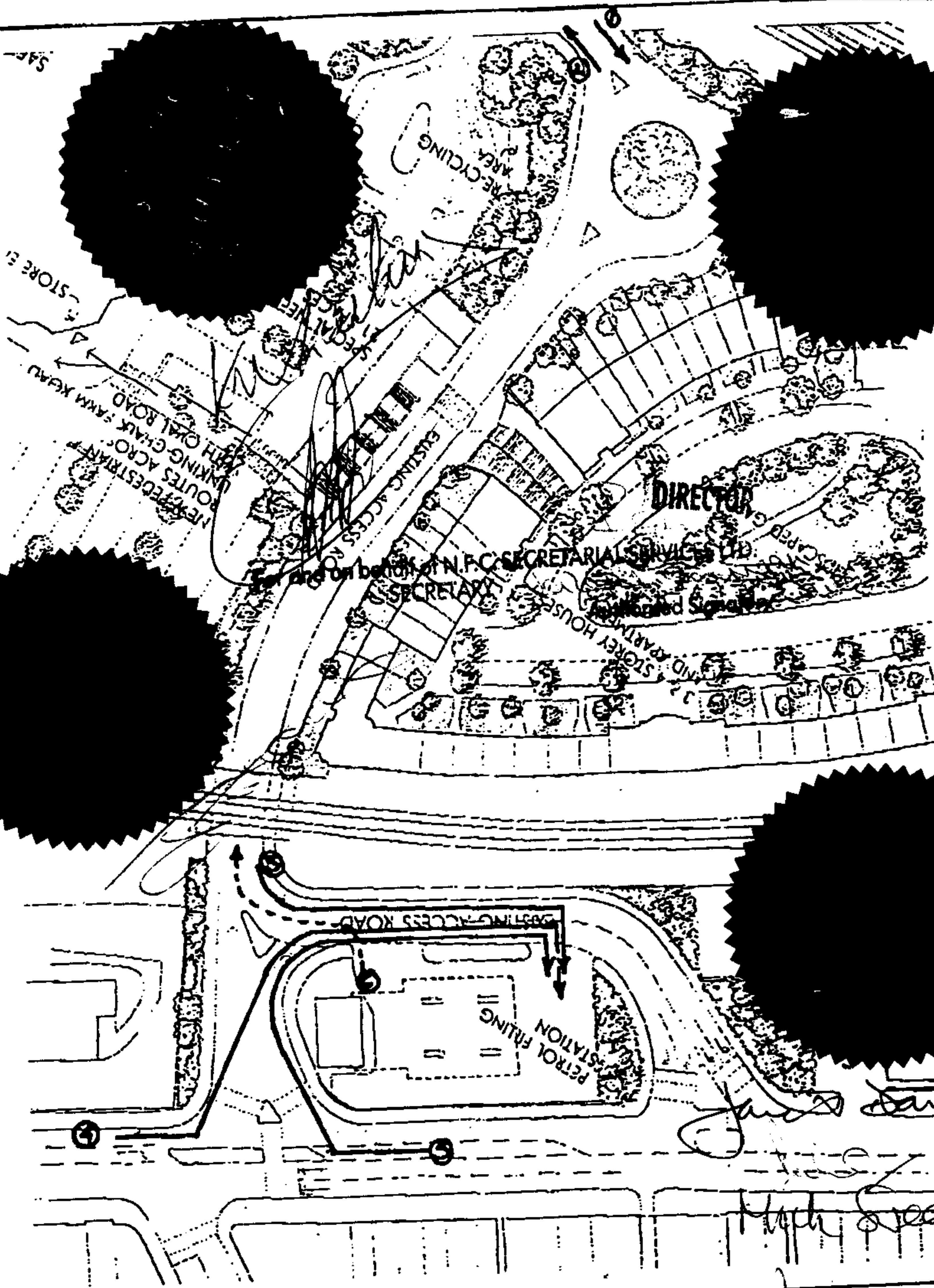
DIRECTOR

MASTER PLAN
AREA SUBDIVISION
97/4/11 IN

80m (Square 5m x 5m)

1/100 Scale
1/100 Scale
1/100 Scale
1/100 Scale





76

John Davies
Mark Green

CAMDEN GOODS YARD - SAFEWAY/CHA PROPOSAL
VEHICLE COUNTS REQUIRED FOR JUNCTION REVIEW

London Borough of Camden

Planning Transport & Health Services
 Town Hall Extension
 Argyle Street Entrance
 London WC1H 8EQ

[Signature]
DIRECTOR

[Signature]
 PA Friends
 (Safeway Stores etc)

July 1993

Dwg. No: 9300040/01

For and on behalf of N.F.C. SECRETARIAL SERVICES LTD.
SECRETARY *[Signature]*
 Authorised Signatory

1803

DATED 31st AUGUST 1993

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN	(1)
SAFEWAY STORES plc	(2)
HERON HOMES LIMITED	(3)
NATIONAL CARRIERS LIMITED	(4)
NFC PROPERTIES LIMITED	(5)
COMMUNITY HOUSING ASSOCIATION LIMITED	(6)

**AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
SECTION 16 THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974**

Re Land at Camden Goods Yard, Chalk Farm Road, London NW1

THIS AGREEMENT is made the 31st day of August 1993

BETWEEN:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN ("the Council")** whose address and reference is Chief Executive London Borough of Camden Town Hall Euston Road London NW1 2RU (Ref:)
- (2) **SAFEWAY STORES plc ("Safeway")** whose registered office is at 6 Millington Road, Hayes, Middlesex UB3 4AY
- (3) **HERON HOMES LIMITED ("Heron")** whose registered office is at Heron House, 19 Marylebone Road, London NW1
- (4) **NATIONAL CARRIERS LIMITED ("NCL")** whose registered office is at The Merton Centre 45 St Peters Street Bedford MK40 2UB
- (5) **NFC PROPERTIES LIMITED ("NFCP")** whose registered office is at The Merton Centre aforesaid
- (6) **COMMUNITY HOUSING ASSOCIATION LIMITED ("CHA")** whose registered office is at 68-70 Parkway, London NW1 7AH

WHEREAS

- (1) The Council is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 ("the Act") for the area within which the land is situated ("the Land") shown for the purposes of identification only edged green on Plan 1 ("Plan 1")
- (2) Heron is the registered proprietor with freehold title absolute of that part of Land shown for the purposes of identification only edged blue on Plan 1 ("Site A") being all the land comprised in Title Number NGL 640889 and is entitled so to be registered in respect of that part of the Land shown for the purposes of identification only edged red on Plan 1 ("Site B") being all the land comprised in Title Number NGL 703708

- (3) NCL and NFCP are the registered proprietors with freehold title absolute of that part of the Land shown for the purposes of identification only edged purple on Plan 1 ("Site C") being parts of the land comprised in Title Numbers NGL 559642 and NGL 637075 respectively and of all other parts of the Land not comprised in Site A Site B or Site C under the said Title Numbers and Title Number NGL 536262
- (4) By an agreement ("the Purchase Agreement") dated 13 January 1993 CHA contracted subject to the fulfilment of certain conditions to purchase from Heron and NCL and NFCP Site A and Site C respectively
- (5) Application (Registered No. PL9300040) ("the Application") was made on 19 January 1993 by Messrs Grimley J R Eve on behalf of Safeway and CHA for planning permission for development of the Land ("the Development") for 58,800 square foot gross (30,000 square foot net) retail store ("the Retail Store") with car parking, petrol filling station, and servicing, and residential buildings ("the Residential Buildings") with car parking and accesses from Chalk Farm Road and Oval Road
- (6) The Council is prepared to grant planning permission ("the Permission") in the form annexed hereto as Appendix 1 subject to the conditions covenants restrictions provisions and other matters herein contained
- (7) The Council Safeway Heron NCL NFCP and CHA have agreed to make provision to regulate the development of the Land in the manner hereinafter appearing and pursuant to the statutory powers hereafter referred to

NOW THIS DEED WITNESSETH as follows:-

1. The Agreement is made in pursuance of the powers contained in Section 106 of the Act and Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers enabling the Council
2. Safeway Heron NCL NFCP and CHA HEREBY each severally COVENANTS with the Council that they will not make any claim for compensation in respect of any condition covenant restriction provision or other matter mentioned in this Agreement or arising directly from the existence of this Agreement insofar as such claim arises under the provisions of the Act (as amended) and subordinate orders and rules

3. Subject to the provisions of Clause 8 each of Safeway Heron NCL and NFCP ("the Covenantors") HEREBY severally COVENANTS with the Council in respect of the Land (other than Site A and Site C) as follows:-

Camden PlusBus

- (a) To pay the Council or other body nominated by the Council the sum of £110,000 in respect of the enhancement of the Camden PlusBus service or similar community transport service approved by the Council for people with disabilities and other transport disadvantaged people to serve the Retail Store. The sum of £30,000 to be paid 6 months before the anticipated opening date of the Retail Store and the balance to be paid to the Council 3 months before the anticipated opening date of the Retail Store PROVIDED THAT the Covenantors shall be forthwith released from their obligation in this sub-clause in the event that the Council decide for any reason not to provide or procure the provision of the said bus service for people with disabilities and other transport disadvantaged people.

Traffic Calming

- (b) To pay the Council or its nominees the reasonable cost of the design and construction of traffic calming measures ("the Traffic Calming Measures") in Hawley Street, Crogsland Road, Harmood Street, Hartland Road and Oval Road, subject to a total maximum sum of £65,000. Payment to be made of such costs as set out in the Interim Certificate and the Final Certificate (as both are hereinafter defined) within 28 days of the service upon the relevant Covenantors of the same. PROVIDED THAT the Covenantors shall be released from their obligation in this sub-clause in the event that the Council do not commence the construction of said Traffic Calming Measures within 5 years of the date of this agreement and all monies deposited with the Council shall be returned to such of the Covenantors which deposited the same

Pedestrian Improvements

- (c) To pay to the Council or its nominees the reasonable cost of the design and construction of pedestrian improvements ("the Pedestrian Improvements") at the junction of Chalk Farm Road and Castlehaven Road, subject to a maximum sum of £25,000. Payment to be made of such costs as set out in the Interim and Final Certificate (as both are

hereinafter defined) within 28 days of the service upon any relevant Covenantors of the same PROVIDED THAT the Covenantors shall be released from their obligation in this sub-clause in the event that the Council do not commence the construction of said Pedestrian Improvements within 5 years of the date of this agreement and all monies deposited with the Council shall be returned to such of the Covenantors which deposited the same

Junction Works

- (d) To pay to the Council or its nominees the reasonable cost of the design and implementation of the highway works ("the Highway Works") as set out in Schedule 1 which are necessary in order to facilitate the access arrangements to the Development to the satisfaction of the Council. Payment to be made of such costs as set out in the Interim and Final Certificate (as both are hereinafter defined) within 28 days of service upon the relevant Covenantors

Car Park Management

- (e) (i) To implement and maintain a scheme of operation and charges in respect of the customers' car park ("the Car Park") forming part of the Development in accordance with the principles contained in Schedule 2 hereto
- (ii) Between 3 and 6 months prior to the anticipated opening of the Retail Store the relevant Covenantors shall submit to the Council for their agreement the initial scheme of operation (including the minimum value of goods entitling free parking for customers of the Retail Store) and the charging scale in relation to the Car Park, such agreement not to be withheld if the proposed scheme of operation and charging structure are in accordance with the principles contained in Schedule 2
- (iii) Only to amend the scheme of operation or charging structure of the Car Park with the written agreement of the Council such agreement not to be withheld if the resulting scheme of operation and charging structure are in accordance with the principles contained in Schedule 2 PROVIDED THAT the Council responds as soon as possible and in any event within 7 working days of receiving the written request

- (iv) To consult the Council approximately 12 months after the opening of the Retail Store for trade and then annually if requested by the Council to review the operation of the Car Park and to amend the scheme of operation and of the charging scale if the Car Park is shown not to operate in accordance with the principles contained in Schedule 2
- (v) The relevant Covenantors shall pay to the Council within 6 weeks of demand the reasonable expenses incurred by the Council in carrying out the reviews of the arrangements for use of the Car Park referred to in Clause 3(e)(iv)
- (vi) As appropriate for the purposes of the reviews referred to in Clause 3(e)(iv) and as required by the Council the relevant Covenantors shall permit access to Site B upon reasonable notice and at reasonable times and shall provide such information as may be reasonably required by the Council or its nominees for the purpose of monitoring the operation of the Car Park PROVIDED THAT the Council shall not in any way restrict or impede access to or use of the Car Park and shall procure that any nominee of the Council carrying out any such review or monitoring shall not in any way restrict or impede access to or use of the Car Park

Access Review

- (f) Within 12 months after the Retail Store has opened for trading, an independent traffic assessment of the operation of the Chalk Farm Road access will be carried out by consultants, whose selection will be agreed by the relevant Covenantors and the Council, the reasonable cost of which will be paid by the relevant Covenantors. With the agreement of the relevant Covenantors and the Council, the review may be carried out earlier, such agreement not to be unreasonably withheld.

The terms of reference and scope of the assessment shall be those set out at Part I of Schedule 3.

Any reasonable works within the scope of those listed at Part II of Schedule 3 within the control of the relevant Covenantors and the Council identified by the assessment as being necessary to improve the operation of the access, and on land within the control of the relevant Covenantors or the Council, will be carried out by the relevant Covenantors or

the Council at the expense of the relevant Covenantors if the cost thereof is reasonable in all the circumstances. Any dispute over the reasonableness of the cost of any measures required shall be referred to an independent expert agreed by the relevant Covenantors and the Council.

Footpath and Cycleway

- (g) Before the Retail Store is open for trade to construct a footpath and cycleway over Site B along the route shown for illustrative purposes on drawing number 92/442/PO12 annexed to the Application or such substituted route as may be approved by the Council pursuant to the application of the relevant Covenantors for approval of reserved matters referred to in the Permission and thereafter to maintain the same in satisfactory repair and condition in relation to its purpose at all times until redevelopment of Site B PROVIDED THAT the relevant Covenantors shall from time to time be entitled to vary the route of the footpath and/or the cycleway with the approval of the Council AND PROVIDED FURTHER THAT nothing in this Clause 3(g) shall be construed as creating a public or general right of way or as preventing the relevant Covenantors from closing the footpath and/or the cycleway from time to time for the purposes of preventing the acquisition of any public or general right of way PROVIDED THAT the number of such closures shall not exceed 5 days per year

Index Linked Payments

- (h) If either of the payments to be made by the relevant Covenantors under Clauses 3(b) or 3(c) is not due until a date more than 12 months following the date of this Agreement (the Council having complied with its obligations pursuant to Clause 4(e) in relation to the Traffic Calming Measures and the Pedestrian Improvements) the maximum sums of £65,000 and £25,000 respectively referred to in Clause 3(b) and 3(c) shall be increased by a proportionate amount equal to the proportionate increase in the Index of Retail Prices published by the Central Statistical Office between the date 12 months following the date of this Agreement and the date upon which the relevant payment falls to be made (the Index last published before the relevant date to be used in each case)

4. The Council HEREBY COVENANTS with Safeway Heron NCL NFCP and CHA as follows:-

- (a) Forthwith to grant the Permission

- (b) To apply all sums received from any relevant Covenantors pursuant to sub-clause 3(a) directly in connection with the enhancement of the Camden PlusBus Service or similar community transport service approved by the Council for people with disabilities and other transport disadvantaged people within 3 years of payment PROVIDED THAT in event of any failure of the Council to fulfil this obligation, all monies deposited with the Council and at that time remaining unspent shall be returned to the relevant Covenantors which deposited the same
- (c) Upon the approval of the Traffic Calming Measures and the Pedestrian Improvements, to serve upon the relevant Covenantors an interim certificate ("the Interim Certificate") specifying an estimate of the reasonable costs of the construction of the Traffic Calming Measures and the Pedestrian Improvements and the relevant Covenantors shall within 28 days deposit a sum equivalent to those estimates with the Council, and upon completion of the Traffic Calming Measures and the Pedestrian Improvements to serve upon the relevant Covenantors a final certificate ("the Final Certificate") specifying the final reasonable costs of their construction PROVIDED THAT if the Final Certificate discloses an amount more than that specified in the Interim Certificate the relevant Covenantors shall within 28 days pay to the Council such amount by which the sum in the Final Certificate exceeds that deposited with the Council and if the Final Certificate discloses an amount less than that specified in the Interim Certificate, the Council shall within 28 days repay to the relevant Covenantors which deposited the same such amount by which the sum deposited with the Council exceeds that specified in the Final Certificate PROVIDED THAT all costs payable for the Traffic Calming Measures and Pedestrian Improvements, remain ultimately subject to the maximum sum specified under sub-clauses 3(b) and 3(c)
- (d) If the relevant Covenantors so request in writing to obtain at least 4 tenders for the carrying out of the Highway Works and to act reasonably in deciding which tender to accept to the intent that the cost of the Highway Works shall be kept to a reasonable level PROVIDED THAT the relevant Covenantors shall meet the cost of obtaining such tenders
- (e) To carry out and complete the Highway Works and the Traffic Calming Measures and the Pedestrian Improvements within a reasonable time of commencement of the implementation of the Development

(f) To account to TCSU (as defined in Schedule 1) upon demand for such of the funds received from the relevant Covenantors pursuant to Clause 3(d) as are properly payable to TCSU in respect of work carried out by them

5. Subject to the provisions of Clause 8 Heron HEREBY COVENANTS with the Council as follows:-

(a) That upon the conclusion of this Agreement and the grant of the Permission all its legal and/or equitable interest in Site A and Site B will be subject to and bound by the conditions covenants restrictions provisions and other matters contained within this Agreement so far as they affect Site A and Site B.

(b) That upon the Purchase Agreement becoming unconditional and upon due performance by CHA of its obligations thereunder Heron will transfer all its legal and equitable interest in Site A to CHA

6. Subject to the provisions of Clause 8 each of NCL and NFCP HEREBY severally COVENANT with the Council as follows:-

(a) That upon the conclusion of this Agreement and the grant of the Permission all its legal and equitable interests in the Land other than Site A and Site B shall be subject to and bound by the conditions covenants restrictions provisions and other matters contained within this Agreement so far as they affect the Land other than Site A and Site B

(b) That upon the Purchase Agreement becoming unconditional and upon due performance by CHA of its obligations thereunder each of NCL and NFCP will transfer all its legal and equitable interest in Site C to CHA

7. CHA HEREBY COVENANTS with the Council as follows:-

(a) to make an application to the Council for the approval of the reserved matters for the Residential Buildings before the Retail Store opens for trading

(b) to observe and perform all its obligations pursuant to the Purchase Agreement PROVIDED THAT CHA's obligation under this covenant shall be satisfied once it has taken a transfer of the freehold interest in Site A and Site C

- (c) not to develop Site A and Site C other than as Residential Buildings in accordance with the outline planning permission
- (d) to let the building contracts for the development of the Residential Buildings before the Retail Store is open for trade save insofar as Housing Corporation funding is withdrawn or not available or for other circumstances which are outside the control of CHA to prevent the letting of such building contracts

8. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-

- (a)
 - (i) The obligations incumbent upon Safeway Heron NCL NFPC CHA and the Council (other than those arising pursuant to Clauses 4(a) 5(b) 6(b) and 7(b)) shall not take effect in relation to each relevant part of the Land until the commencement of the implementation of the Development on the relevant part of the Land by Safeway or CHA respectively. The commencement of the implementation of the Development on any relevant part of the Land to be as defined in Section 56 of the Act but excluding site clearance demolition archaeological investigation contamination survey and remedial contamination works laying of services security fencing and display of advertisements
 - (ii) Each of Safeway Heron NCL NFPC and CHA shall be bound by the obligations arising pursuant to this Agreement only in respect of any relevant part of the Land to the extent that and during such time as the legal and equitable interest therein shall be vested in it and shall be released from such obligations upon parting with all its legal and equitable interest in any relevant part of the Land
- (b) This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity
- (c) If any variation to the terms to the Agreement is considered desirable from time to time the parties shall not unreasonably withhold consent to a request in writing to vary the terms of this Agreement
- (d) Where under any provision of this Agreement any difference is to be referred to or settled by arbitration, then such difference shall be referred to and settled by a single arbitrator

to be agreed by both parties or failing agreement to be appointed on the application of either party by the President for the time being of the Law Society

- (e) The Schedules hereto form part of this Agreement
- (f) Heron, NCL and NFCP shall within 14 days from the date hereof lodge their Land or Charge Certificates to the Land with HM Land Registry and will apply to the Chief Registrar to enter a notice of this Agreement in the Charges Registers of their respective titles and on completion of registration of the relevant dealings Safeway and CHA shall each furnish to the Council a certified copy or office copies of the entries upon the relevant Land or Charge Certificate and the filed plan
- (g) Forthwith upon due compliance with any and/or all of the covenants and/or obligations to be observed and/or performed under this Agreement the Council hereby consent to an application and/or applications being made to the relevant Local Land Charges Registry and to the Chief Land Registrar for the cancellation of the entry and/or entries in the Register of Local Land Charges and/or in the Registers of any relevant title as appropriate PROVIDED ALWAYS that in the event of any dispute arising between any of the parties hereto in respect of any matter or thing referred to in this sub-clause or the operation or construction thereof the same shall be referred by either party to the President for the time being of the Law Society and in this respect these presents shall be construed as a submission to arbitration within the meaning of the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment thereof
- (h) Any notice or certificate served upon any party pursuant to this Agreement shall be in writing and shall be sufficiently served if left at or posted by recorded delivery post to that party at the respective addresses set forth in the first page of this Agreement with the references there given
- (i) Any reference in this Agreement to any of the parties hereto shall be deemed to include the successors and assigns of that party
- (j) Where an approval consent agreement or the like is required to be given or any certificate or certificates are required to be issued and/or served pursuant to the terms of this Agreement by any party such party will not unreasonably withhold or delay any such approval consent agreement or the like or the issue and/or service or any certificate or

certificates for any reason whatsoever with the exception of any approval consent agreement or the like or certificate required under the Town and Country Planning and Highways legislation as further provided for in sub-clause 8(a) above

- (k) This Agreement is intended to take effect as a deed and to be delivered on (but not before) the day and year first before written

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed

Schedule 1
HIGHWAY WORKS

1. **Pedestrian Crossing Works**

m

*Patricia
B J K VC Em B M*

1.1 As specified on drawing 5205/60 or such amended drawings as may be agreed with the Council, the following works shall be carried out in order to provide an additional protected pedestrian crossing across Chalk Farm Road at the site egress junction:

A

- (a) Extend the traffic island in the centre of Chalk Farm Road and provide flush dropped kerbs and tactile paving on the traffic island and the north and south side of Chalk Farm Road
- (b) Extend the ducts in the island to accommodate the necessary signal cables
- (c) Extend the existing footway in order to reduce the width of the crossover into the Majestic Wine car park

1.2 This work will only be carried out if the Council obtains the agreement of Majestic Wine (at no cost either to the Council or the relevant Covenantors) to reduce the width of their existing crossover no later than 16 weeks before the opening of the Retail Store

2. **Signal Works and Associated Works**

2.1 The Signal Works comprise amending the existing layout and timing of the signals at the junctions of Chalk Farm Road with the site ingress and egress, and the link to the existing signals at the junction of Chalk Farm Road and Haverstock Hill to incorporate ingress to and egress from the site

2.2 At the ingress junction, the existing protected pedestrian crossing across Chalk Farm Road and Ferdinand Street shall be retained and a new protected crossing provided across the site ingress road. At the egress junction, a new protected crossing shall be provided across the egress road and, subject to the provisions in paragraph 1.2, across Chalk Farm Road

2.3 The Signal Works required by Traffic Control Systems Unit ("TCSU") to provide the additional traffic signal equipment at the junctions of Chalk Farm Road with the site ingress and egress, and the junction of Chalk Farm Road, Adelaide Road and Haverstock Hill shall be carried out in

accordance with TCSU Drawing number S1G/2/186 & 136/L/1326 or such amended drawings as may be agreed between the Council and TCSU

- 2.4 The Signal Works shall be carried out for the Council by TCSU and its contractors
 - 2.5 The civil engineering works required to implement the Signal Works (the Associated Works) shall be carried out by the Council or its contractors
 - 2.6 The Council, TCSU and their contractors shall be permitted reasonable access at any time to the site to enable the Signal Works and Associated Works to be carried out
3. **Traffic Signs and Markings**
- 3.1 The permanent road markings shall be carried out in accordance with drawing S1G/2/186 & 136/L/1326 or such amended drawings and specifications as may be agreed with the Council
 - 3.2 Details of any temporary road markings required to enable construction vehicles to enter and leave the site whilst the Signal Works are incomplete shall be submitted to the Council for their agreement
 - 3.3 All road markings shall conform to the Traffic Signs Regulations and General Directions, 1981 (Statutory Instrument No 859)

Schedule 2
Principles for Management of the Car Park

The Car Park shall be operated as a short term customers' car park so that:-

1. it shall be available free of charge for a period of up to 2 hours to customers of the Retail Store purchasing goods over a minimum value
2. the minimum value entitling customers of the Retail Store to 2 hours free parking shall be sufficiently high so as to ensure that the main purpose of using the Car Park is to visit the Retail Store
3. the relevant Covenantors shall levy penal charges in respect of the use of the Car Park by members of the public who are not customers of the Retail Store in any event and in respect of use of the Car Park by customers of the Retail Store for any period in excess of 2 hours at rates sufficient to deter long term parking and in accordance with the objective of operating the Car Park as a short term customers' car park PROVIDED THAT the relevant Covenantors shall be entitled to waive such penal charges in appropriate circumstances at their discretion in respect of customers of the Retail Store
4. the charges levied in respect of the first 2 hours use of the Car Park from members of the public who are not customers of the Retail Store shall exceed the on-street parking charge hourly rate within the controlled parking zone in the immediate vicinity of the site

Schedule 3

ACCESS REVIEW

Part I

1. An independent assessment shall be carried out at the reasonable expense of Safeway in order to:-
 - (a) Compare the traffic generation estimates with the actual traffic generation
 - (b) Review the operation of the following junctions in terms of pedestrian safety and convenience, and traffic movements
 - Chalk Farm Road/Adelaide Road/Haverstock Hill
 - Chalk Farm Road/Site Access
 - Chalk Farm Road/Site Egress
 - (c) Identify any problems for pedestrians, cyclists, buses and general traffic attributable to the development of either the Retail Store or the petrol filling station
 - (d) Propose options for ameliorating the identified problems, specifying how each affects pedestrians, cyclists, buses and general traffic
2. The following data shall be collected:-
 - (a) Accident records before and after the opening of the Retail Store
 - (b) A sample questionnaire survey of customers of the Retail Store to determine mode of arrival, where previously used to shop and mode previously used
 - (c) On a Friday, Saturday and Sunday, starting ½ hour before the Retail Store opens and ending ½ hour after the Retail Store closes, a count of the vehicle movements specified on the attached drawing number 9300040/01

- (d) Full classified vehicle turning counts, pedestrian crossing counts and counts of queue lengths at the junctions specified in paragraph 1(b) of Part I of this Schedule during the following time periods:

Friday 0800-1000 and 1600-1900

Saturday: Peak two hour period for vehicle flows during store opening hours
and

Sunday

- (e) Counts of saturation flows at all signal approaches

- (f) Pedestrian crossing times at the access and egress junctions

- (g) A log of pedestrian behaviour at the access and egress junctions, recording:

- pedestrians spilling onto the carriageway while waiting on the footway or on refuges
- pedestrians not using the protected crossing facilities
- delays to pedestrians waiting to cross Chalk Farm Road, the access road and the egress road

The log will be assembled for the following time periods:

- Friday: 0800-1000 and 1600-1900 hours

- Saturday Peak two hour period for pedestrian flows during store opening hours
and
Sunday

3. The following analysis shall be carried out:

- (a) Analysis of accident records

- (b) Analysis of the survey of customers of the Retail Store indicating the modes of transport used to travel to the Retail Store, where they previously did their food shopping, the mode of transport previously used and whether or not the trip is newly generated

- (c) A comparison of the estimated and actual traffic generation

- (d) Model the performance of each of the junctions specified in paragraph 1(b) using TRANSYT and LINSIG using the existing cycle times and staging
- (e) Assess the delays to pedestrians crossing Chalk Farm Road, the access road and the egress road
- (f) Summarise pedestrian behaviour at the access and egress junctions

Part II

- 1. The assessment shall put forward options for remedial measures if any of the following conditions apply
 - (a) The degrees of saturation (measured using peak hour flows) on any of the arms at the signal junctions specified in paragraph 1(b) of Part I of this Schedule is operationally unacceptable at a level greater than 90%
 - (b) Pedestrians experience undue inconvenience or delay
 - (c) Accidents attributable to the design of the access or egress junctions

APPENDIX 1

FORM OF OUTLINE PLANNING PERMISSION

Description

A retail store with a gross floorspace of 58,800 sq ft (30,000 sq ft net), associated surface car parking for staff and customers, a petrol filling station and a total of 197 residential units, consisting of 28 four bedroom houses, 49 three bedroom houses, 70 two bedroom flats, and 50 one bedroom flats, together with 135 car parking spaces

Application Drawings

Layout Plan: 92/442/PO1

OS Plan: 2274/P1

Illustrative Drawings

Housing Layout plans: 92/442/SK4a and 5

Conditions

General

1. The design and external appearance of the buildings and the landscaping of the site ("the reserved matters") shall be approved by the Council before work on the site is commenced
2. The details submitted for approval in connection with Condition 1 shall also include:-
 - details of the layout of all roads, including junction arrangements on Chalk Farm Road, footpaths, cycle routes, bus and taxi waiting and turning areas and facilities, car parking areas,
 - details of the lighting and security measures,
 - details of the fencing or other means of enclosure at the boundary of the site with railway land,

- a scheme for the preservation and restoration of those parts of the canal towpath wall and railings within the site.
- 3. An application for approval of the reserved matters shall be submitted to the Council within three years from the date of this permission
- 4. The development hereby approved shall be begun not later than either five years from the date of this permission or two years from the final approval of the reserved matters, whichever is the later
- 5. During the period of development, the developer shall afford access at all reasonable times to any archaeologist nominated by the Council and shall allow him/her to observe excavations and record items of interest and finds
- 6. All underground horse tunnels within the site shall be retained unless otherwise agreed by the Council
- 7. Details submitted in accordance with Conditions 1 and 2 shall show the retention and re-use of the existing granite sets within the site unless otherwise agreed by the Council
- 8. Development shall not commence until details of on and off-site drainage works have been submitted to, and approved by, the Local Planning Authority. No works which result in the discharge of foul or surface water from the site shall be commenced until the off-site drainage works referred to above have been completed

Retail Stores and Petrol Filling Station

- 9. The net sales area of the retail store shall not exceed 30,000 sq ft
- 10. No more than 465 car parking spaces shall be provided for the use of store customers, of which at least 21 shall be designed and reserved for the use of people with disabilities
- 11. A minimum of 6 cycle parking spaces shall be provided for staff working at the store and a minimum of 18 cycle parking stands for store customers

12. The store shall not open for trading until all roads including the entrance junction, cycleways, footpaths, parking, waiting and servicing areas serving the store and the pedestrian cycle link from Oval Road to Chalk Farm Road, have been laid out in accordance with plans which have been submitted to and approved by the Council, and have been made ready for use
13. All of the hard and soft landscaping works associated with the access routes and the retail store area shall be carried out to a reasonable standard in accordance with the approved landscaping details, prior to the opening for trading of the store. Any trees or areas of planting which, within a period of 5 years from the occupation of the store, die, are removed or become seriously diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of a similar size and species unless the Council give written consent to any variation

Housing

14. All of the hard and soft landscaping works associated with the housing areas shall be carried out to a reasonable standard in accordance with the approved landscaping details, prior to the occupation of the housing. Any trees or areas of planting which, within a period of 5 years from the first occupation of the housing, die, are removed or become seriously diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of a similar size and species unless the Council gives written consent to any variation
15. The residential units shall be so designed that the following Maximum External Noise Levels from road and rail traffic, (measures as LAeq, 1m from proposed dwellings) are not exceeded where possible

Period	Times	Room	Trains	Road Traffic
Day	0700-1900	Living	65dBA Leq12hr	62dBA
Evening	1900-2200	Living	60dBA Leq3hr	60dBA
Evening	1900-2200	Bedrooms	55dBA Leq3hr	52dBA
Night	2200-0700	Bedrooms	55dBA Leq9hr	50dBA

Where these levels are exceeded, acoustic insulation as defined in the Noise Insulation Regulations shall be provided. Such insulation shall also be provided where residential facades are exposed to 80dB(A) max

Additional screening, to a design agreed in advance with the Council, shall be erected to protect any garden which would be exposed to a 24 hour LAeq of at least 56dBA.

Vibration - The residential units shall be so designed that the following standard is complied with. Within habitable rooms, levels of vibration shall not exceed:-

Period	Time	Vibration Dees Value VDV (ms - 1.75)
Day	0700-2300	0.4
Night	2300-0700	0.13

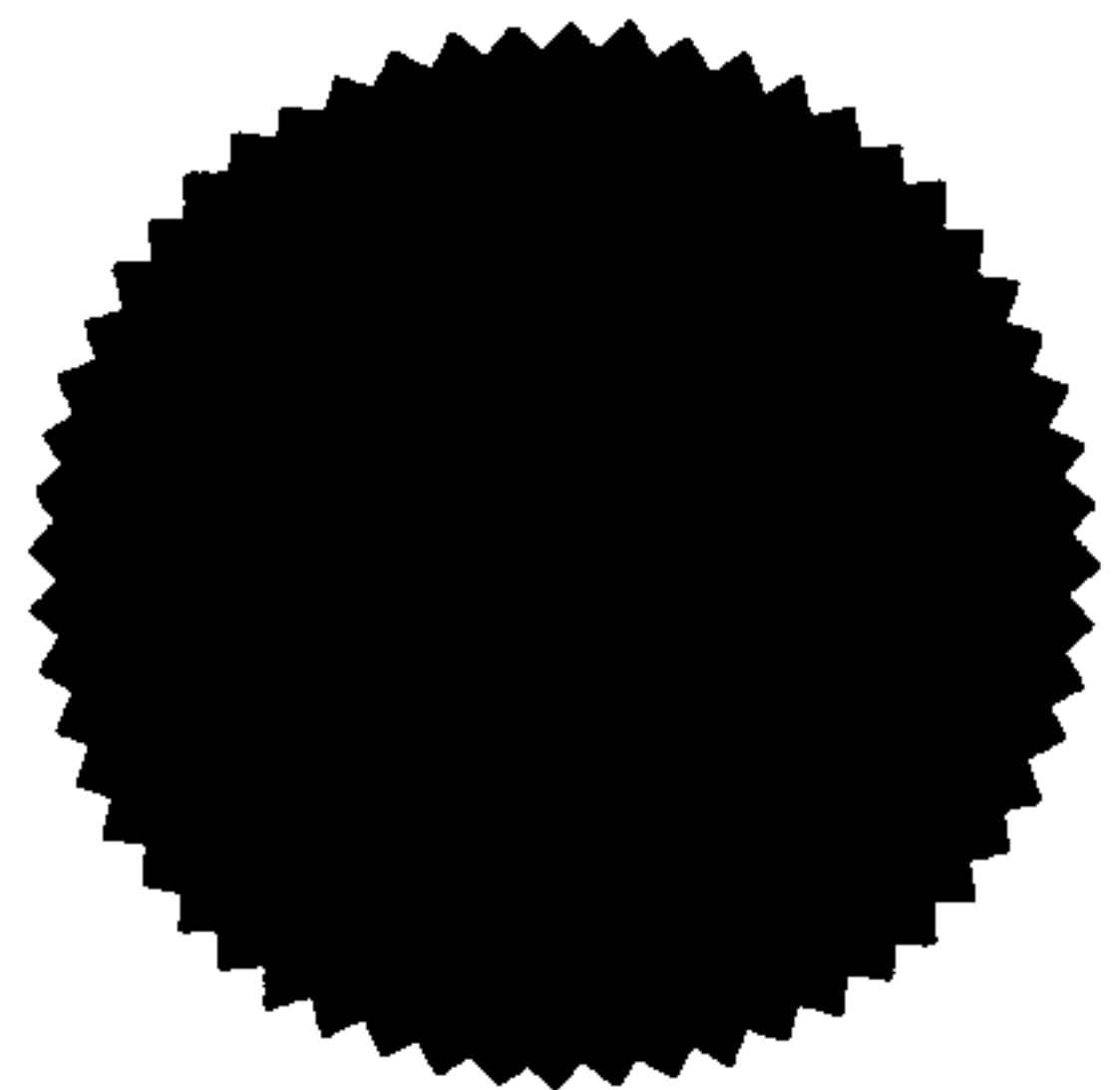
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 SD [unclear] [unclear]

16. Within the areas allocated for housing, trial pits shall be dug and samples analysed according to a scheme to be agreed by the Pollution and Public Health team of the council before works start on the housing. Within these areas the developer shall dispose of spoil and cap off garden areas with 1 metre of clean material. In any case, where contamination is found which is in excess of the standards as set out in the Interdepartmental Committee on the Reclamation of Contaminated Land memorandum, the developer shall undertake such other measures as ^{may} ~~any~~ be required by the Council following the pit investigations

Handwritten notes and signatures:
 D [unclear] [unclear] [unclear]
 VC. [unclear] [unclear]
 SD [unclear]

17. The whole of the car parking accommodation for the residential accommodation shown in the drawings to be submitted shall be provided and retained permanently only for parking the vehicles of residential occupiers and their visitors

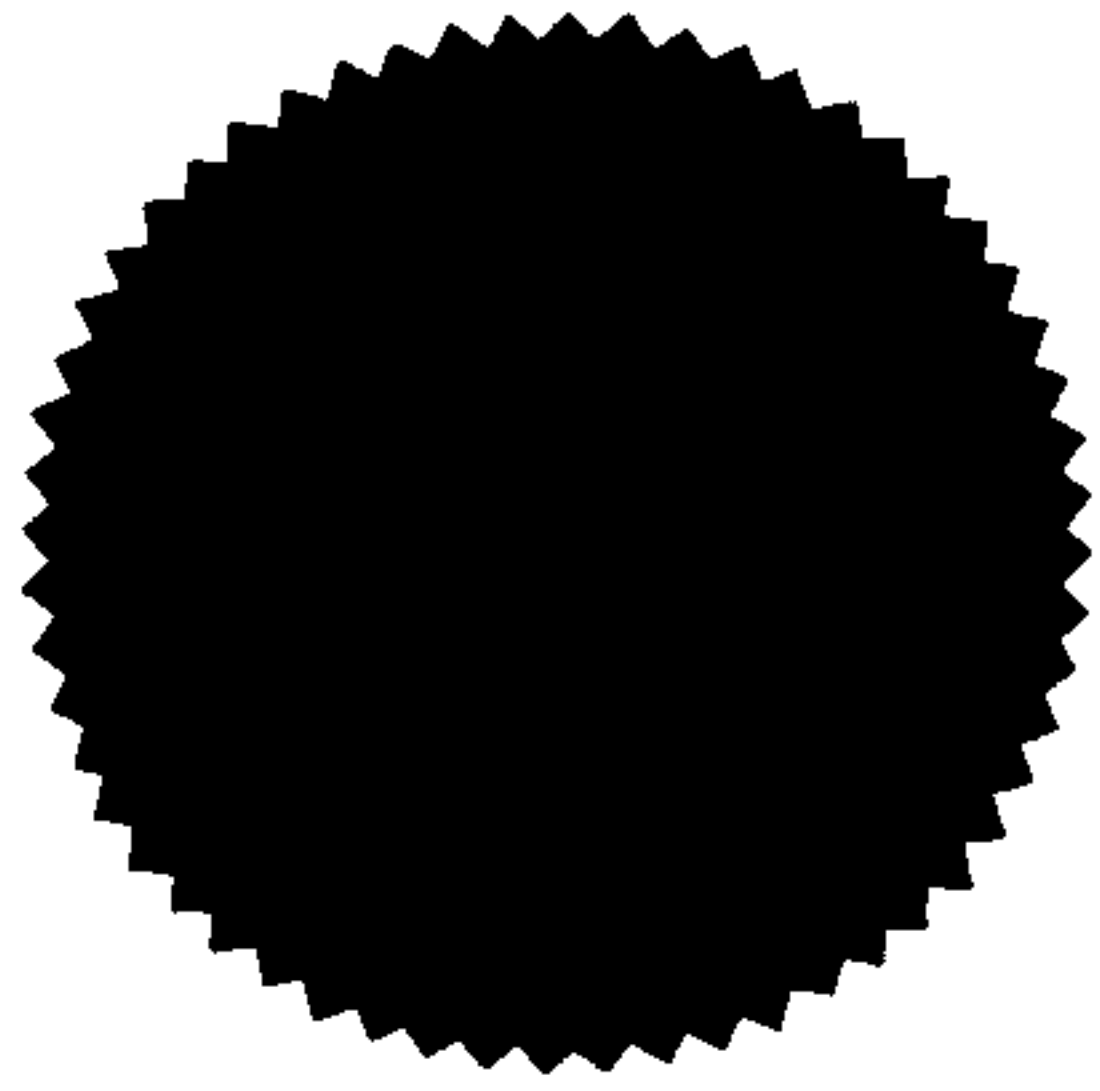
THE COMMON SEAL of THE)
 LONDON BOROUGH OF CAMDEN)
 was hereunto affixed in)
 the presence of :-)



Handwritten signature of the Director

Director
 Authorised Signatory

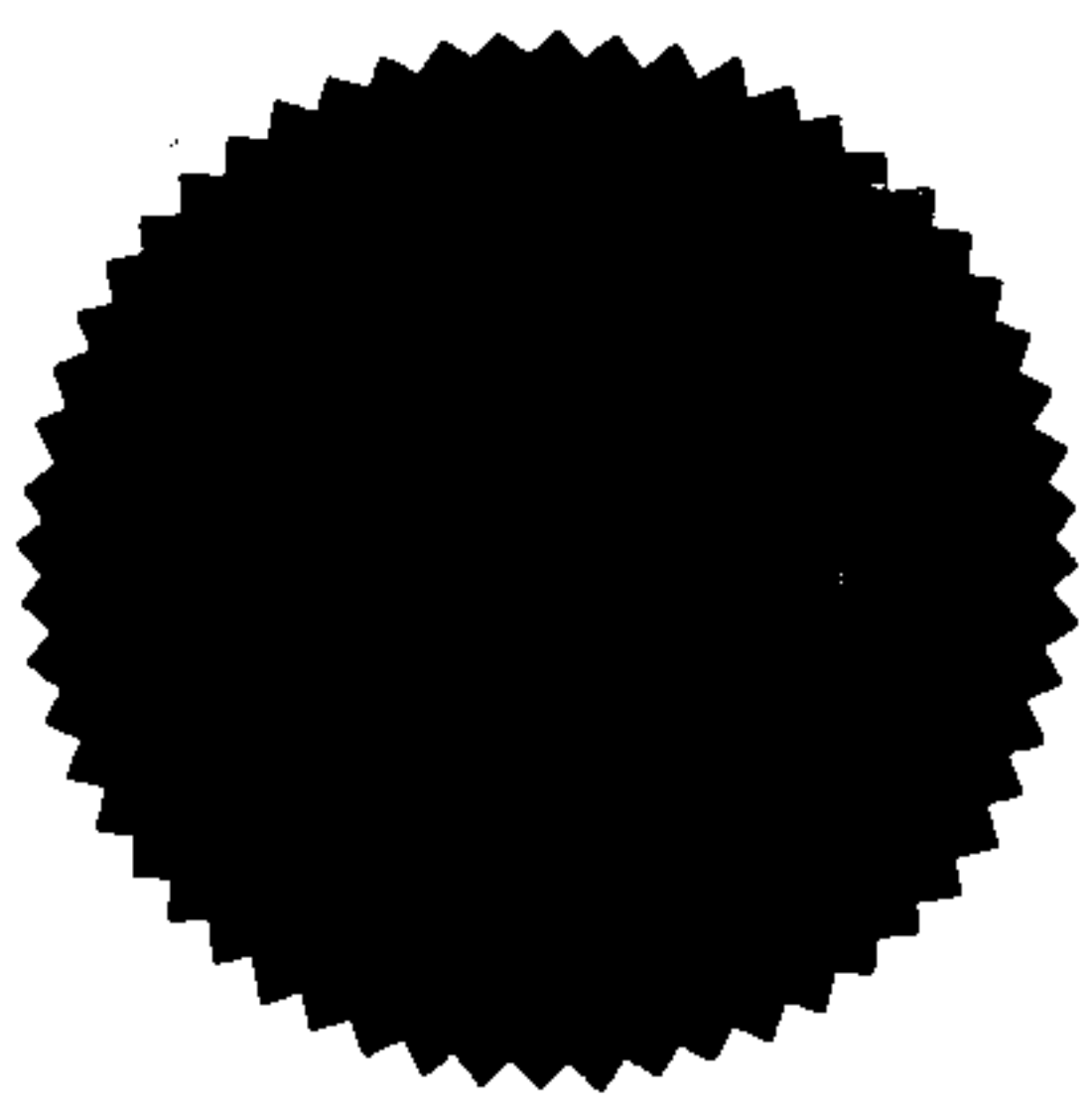
Executed as a Deed by)
SAFEWAY STORES plc)
by affixing its Common)
Seal in the presence of:-)



Director *B. Heron*

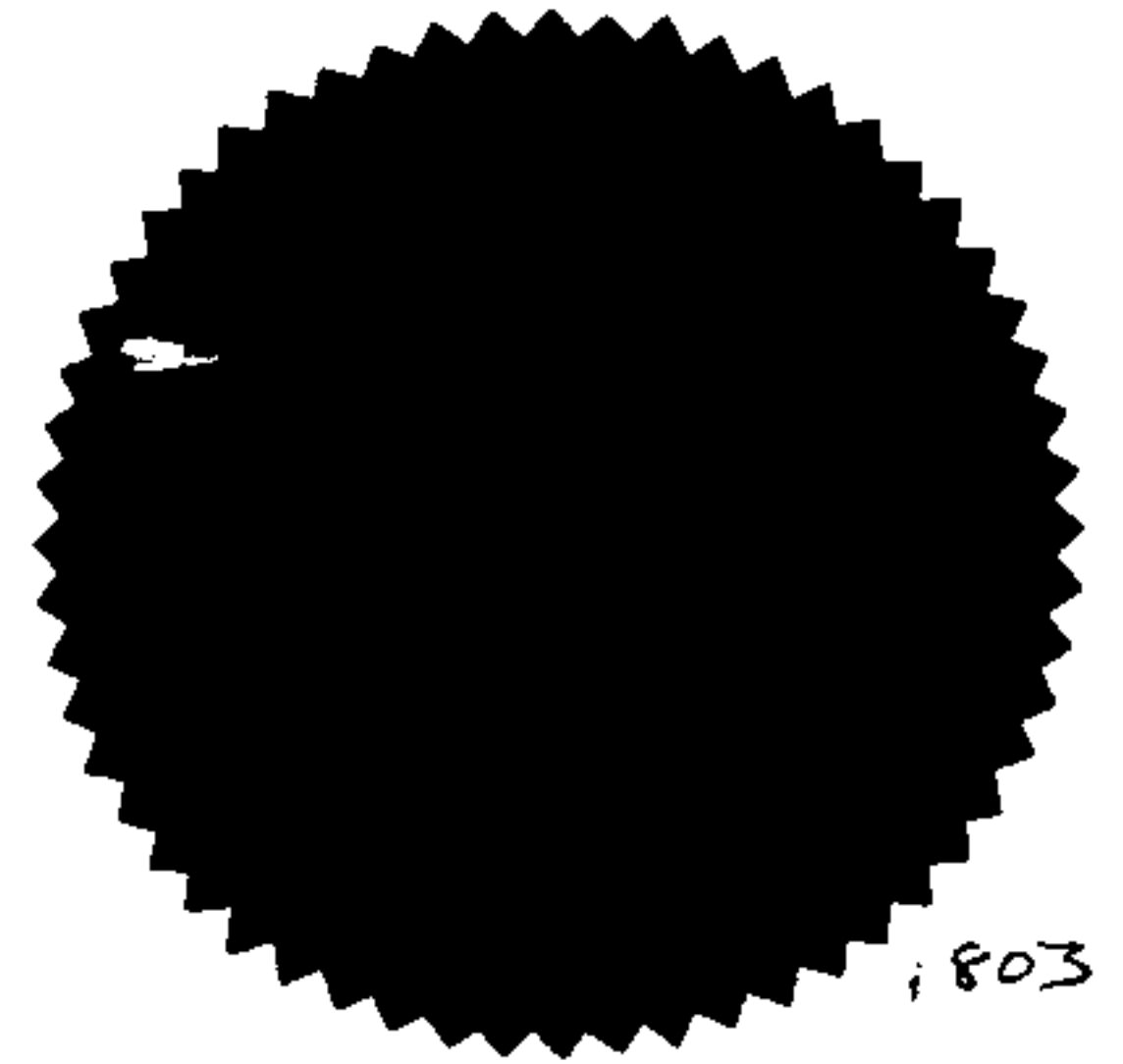
~~Director~~
Secretary *J.A. Greaves*

THE COMMON SEAL of HERON)
HOMES LIMITED was hereunto)
affixed in the presence of:-)



Director *Ken Herbin*
~~Director~~
~~Secretary~~ *[Signature]*

THE COMMON SEAL of)
NATIONAL CARRIERS LIMITED)
was hereunto affixed in the)
presence of:-)

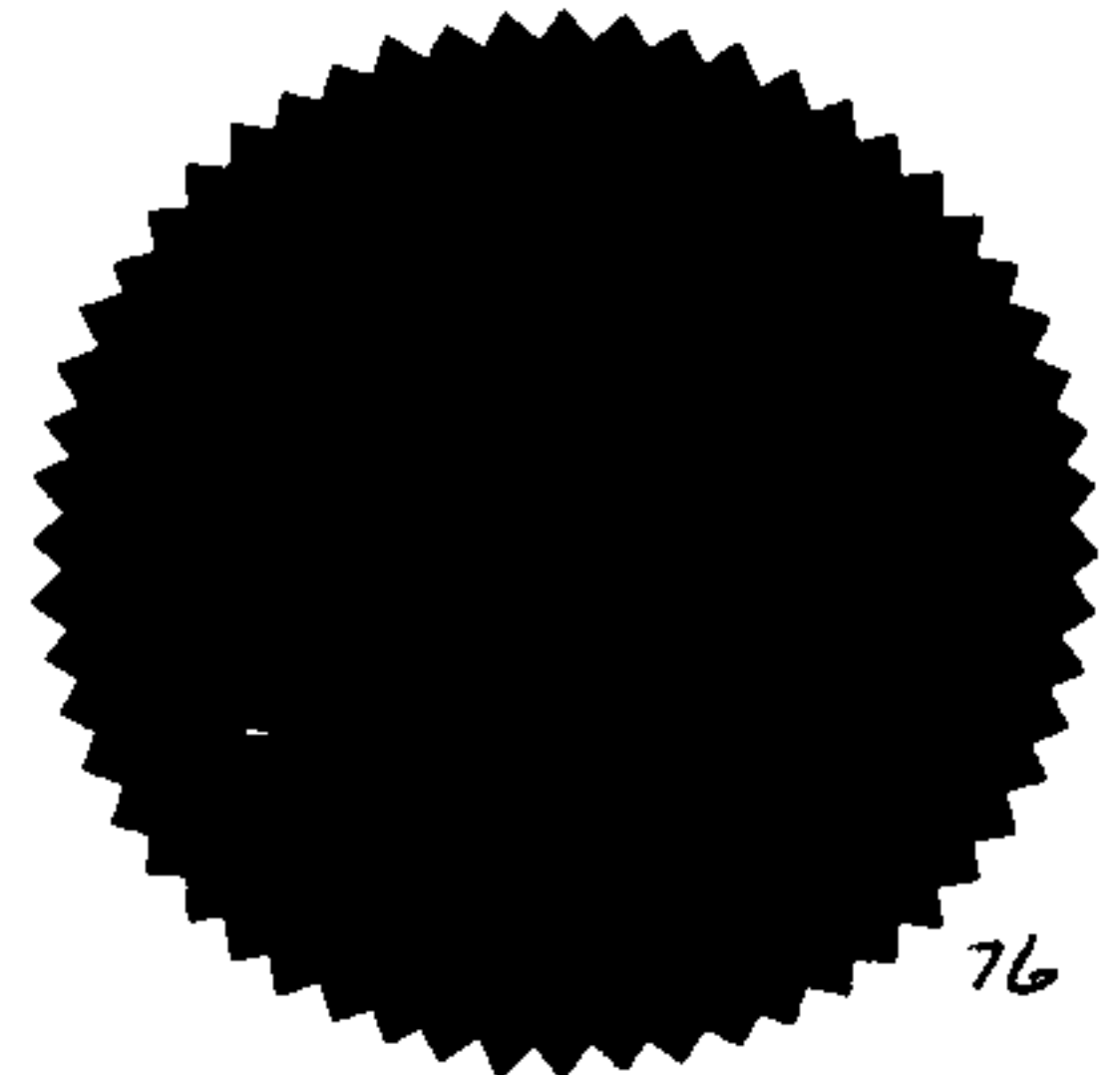


Director

P. E. M.

For and on behalf of N.F.C. SECRETARIAL SERVICES LTD.
SECRETARY *Valerie Corrigan*
Authorised Signatory

THE COMMON SEAL OF NFC)
PROPERTIES LIMITED was)
hereunto affixed in the)
presence of:-)

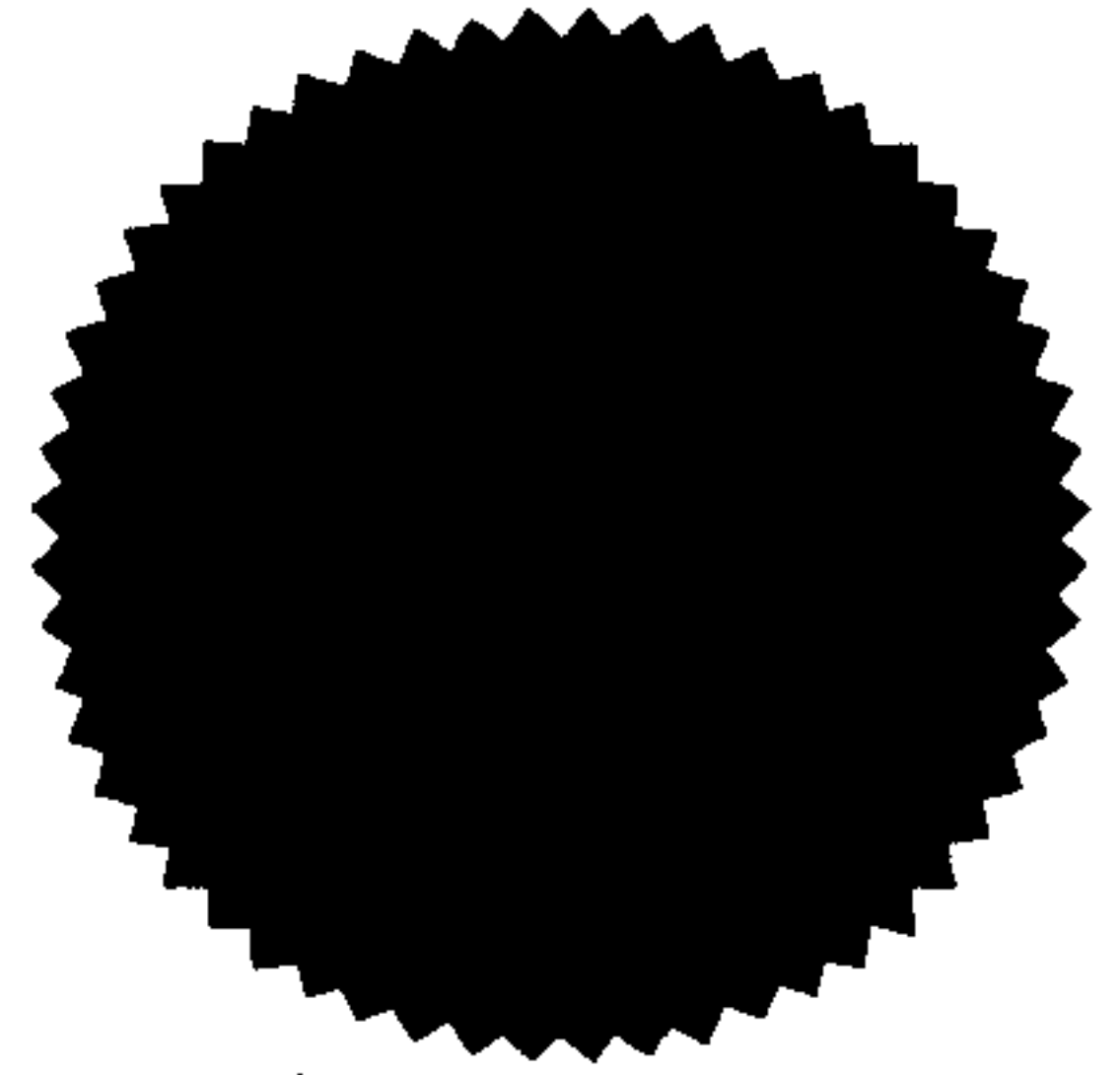


Director

P. E. M.

For and on behalf of N.F.C. SECRETARIAL SERVICES LTD.
SECRETARY *Valerie Corrigan*
Authorised Signatory

THE COMMON SEAL OF)
COMMUNITY HOUSING)
ASSOCIATION LIMITED)
was hereunto affixed in)
the presence of:-)



Jane Davies

[Signature]

Director

Mich Sweeney

Secretary

DATED 18th September 1993

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN (1)

and

COMMUNITY HOUSING ASSOCIATION LIMITED (2)

AGREEMENT

Relating To

Land at Camden Goods Yard,

Chalk Farm Road, London NW1

Trowers & Hamlins
6 New Square
Lincoln's Inn
London WC2A 3RP

Tel: 071 831 6292
Ref: RDH:D:D0528A

THIS AGREEMENT is made the

18th day of

September

1993

BETWEEN:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** ("the Council") whose address and reference is London Borough of Camden, Town Hall, Euston Road, London NW1 2RU (ref:) and
- (2) **COMMUNITY HOUSING ASSOCIATION LIMITED** ("CHA") whose registered office is at 67-70 Parkway, London NW1 7AH

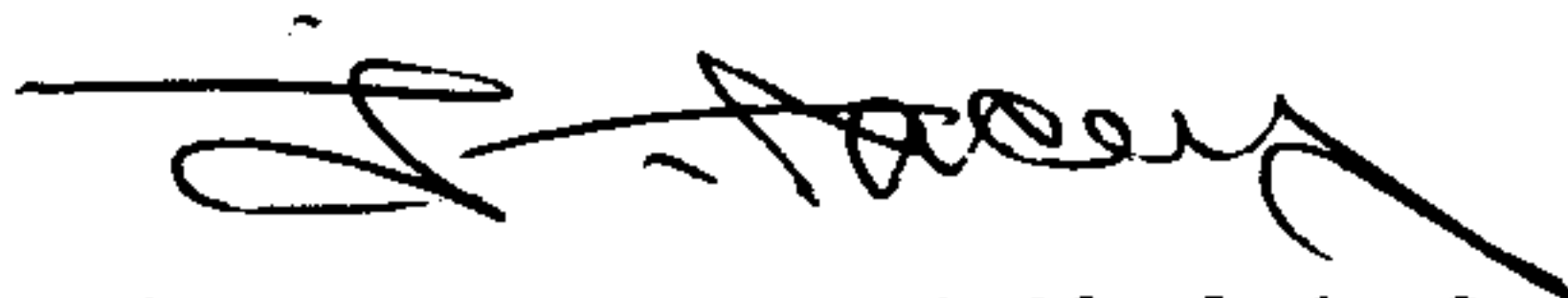
WHEREAS:-

- (1) The Council has entered into an agreement pursuant to section 106 of the Town and Country Planning Act 1990 and section 16 of the Greater London Council (General Powers) Act 1974 with CHA and others of even date herewith pursuant to a planning permission to be granted in accordance with the resolution of the Development Control Sub-Committee of the day of 1 9 9 3 governing the development of the property at Camden Goods Yard ("the Section 106 Agreement").
- (2) In this agreement words and expressions defined in the Section 106 Agreement will have the same meaning as set out in the Section 106 Agreement.
- (3) The Council and CHA have entered into an undated nominations agreement effective from November 1992 setting out a procedure whereby CHA granted to the Council the right to nominate tenants to properties in the borough and setting out the procedures to be followed ("the Nominations Agreement") a copy of which is annexed hereto.
- (4) The Council and CHA have agreed to enter into this agreement to govern the use of Sites A and C.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Conditional upon the Council granting the Permission and upon CHA taking a transfer of the freehold interest in Sites A and C pursuant to its obligations under the Section 106 Agreement CHA **HEREBY COVENANTS** with the Council as follows:
 - (i) Not to use the Residential Buildings to be constructed on Site A or Site C other than for letting for rent or the grant of shared ownership leases.
 - (ii) To give to the Council nominations over the Residential Buildings to be constructed on Sites A and C in accordance with the Nominations Agreement as varied from time to time.
2. The Council hereby agrees that it will release CHA from its covenant in 1. above in respect of any of the Residential Buildings for which CHA has produced to the Council a perfected covenant in the same form as set out in 1. above from another registered housing association.

AS WITNESS the hands of the parties hereto the day and year first before written.

A handwritten signature in black ink, appearing to be "J. H. H. H.", written in a cursive style.

Signed for and on behalf of the Council

A handwritten signature in black ink, appearing to be "Mike Sweeney", written in a cursive style.

Signed for and on behalf of CHA

NOMINATIONS AGREEMENT

LONDON BOROUGH OF CAMDEN

*WORKING PROCEDURES FOR
HOUSING ASSOCIATIONS, CO-OPS*

- AND -

THE LONDON BOROUGH OF CAMDEN

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1. AIMS AND OBJECTIVES

- 1.1 This document sets out policies and procedures agreed between Housing Associations and Co-ops working in Camden and the Council, for nomination by the Council of prospective tenants for vacant Housing Association and Co-op homes.

The aims of this document are:-

- * To assist the Council and Housing Associations and Co-ops in working together to address housing need in Camden.
- * To ensure that Association and Co-op homes are let as quickly as possible to appropriate nominees
- * To improve the service and information provided to potential nominees
- * To ensure equal opportunities in the nominations process.

2. THE SCOPE OF THIS AGREEMENT

- 2.1 This Agreement covers all permanent lettings to self-contained accommodation within (or funded by) the London Borough of Camden by Housing Association and Co-ops. Hostel accommodation is excluded. It is assumed that all other lettings including those to sheltered units are included unless the Association or Co-op has made separate arrangements with the Council.
- 2.2 Formally, this Agreement is between the London Borough of Camden and Camden HALG (Housing Association Liaison Group). However, all Housing Associations and Co-ops providing permanent lettings to self-contained accommodation in Camden (or funded by Camden) are invited to demonstrate their individual commitment to the terms of the Agreement and become signatories to this document.

3. PUBLICITY

- 3.1 The Council will make information available to all applicants about Housing Associations and Co-ops. Publicity material will be produced and regularly updated. The leaflet currently available is shown at Appendix 1.
- 3.2 Any applicant, from whatever access channel, may be nominated to an Association or Co-op.
- 3.3 Where Housing Associations manage temporary accommodation for Camden homeless households they will be responsible for maximising interest among these households in Housing Association nominations as a route to permanent housing.

4. PROCESSING NOMINATIONS

Generally

- 4.1 The Council has 5 Area Rehousing Teams each headed by a District Rehousing Manager. Details of these Teams and the areas of the Borough they cover are shown at Appendices 9 and 10.
- 4.2 The nominations process consists of three stages:-
- * The Association/Co-op offers the Council a vacancy;
 - * The Area Rehousing Team nominates prospective tenants;
 - * The Association/Co-op contact the nominee(s), visit them, offer the vacancy and inform the Council of the outcome.
- 4.3 The Council undertakes to nominate two households for each vacancy (three for each Co-op vacancy) and to supply extra nominations if earlier ones prove unsuitable.

Informing The Council Of Vacancies

- 4.4 Associations/Co-ops undertake to inform the Council of vacant properties at the earliest opportunity. Details should be provided on the standard form shown at Appendix 2. Wherever possible this form should be transmitted by fax machine. If this is not possible then details can be phoned through but the form should also be posted at the same time to provide written confirmation.
- 4.5 In the case of newly built, acquired or rehabilitated dwellings, the Association or Co-op should serve notice well in advance of the homes becoming available for occupation. The period of notice should be six weeks prior to availability.

Nominating Prospective Tenants

- 4.6 The Council undertakes to supply details of two prospective tenants within two working days of receiving the request. Details of prospective tenants should be provided on the standard form shown at Appendix 3. Again, wherever possible this form should be faxed to the Association/Co-op. Where this is not possible the details of the nominees can be phoned through but the form should be posted at the same time to provide written confirmation.
- 4.7 If any nominee is known to have a history of violent behaviour the Association or Co-op will be informed. Otherwise, confidential information not relevant to a nominee's housing application will not be passed on without that person's consent.

- 4.8 Should any information about a nominee be incomplete or incorrect (for example a wrong or incomplete address), the Council will make relevant checks and give the Association the correct information.
- 4.9 Nominees will be in priority order and should only receive offers in that order, ie the second nominee should only be contacted if the first cannot be found, is uninterested or is considered unsuitable.
- 4.10 If necessary, a second batch of nominations can be supplied by the Council.
- 4.11 If four nominations fail to result in a successful letting, the Council will allow the Association or Co-op to find a tenant from another source (eg by referral or transfer). The Association/Co-op will owe a nomination as a result and this will be 'repaid' by rehousing a Council nominee in another property to which the Council does not have nomination rights.
- 4.12 Where the Council provides only one nominee (in the first or second batch) should ask the Council for a second batch (of one or two nominations) unless the Rehousing Team agrees otherwise. If the second batch is unsuccessful the Association/Co-op can use the vacancy themselves and will owe the Council one nominations.

Contacting Nominees

- 4.13 The Association/Co-op will contact the first nominee by telephone or, if not possible, in writing. Normally, the nominee will be visited by Association/Co-op staff though if this is not possible the nominee will be interviewed in the office.
- 4.14 At the visit the Association/Co-op will verify the household details provided by the Council and establish the household's suitability for the vacancy.
- 4.15 Providing that the vacancy is suitable for the nominee, the Association will proceed to make an offer of accommodation.

Rejections

- 4.16 Association/Co-ops should accept the Council's selection of nominees and it should not normally be necessary for any nomination to be rejected.

There may be cases, however, where it is clear that the vacancy is unsuitable. This is most likely to occur when:

- the circumstances of the household have changed since they were last assessed by the Council.
- new information about the household's circumstances has come to light.
- inaccurate information has been provided by the Council.

In these cases the nomination should be returned to the Council who will supply fresh nominations.

- 4.17 Other cases may be less clear cut. There may be an element of doubt about the suitability of the household for the vacancy. In such cases the Association/Co-op should discuss the nomination with the Council and reach mutual agreement as to whether to proceed with the nomination.

One Offer Policy

- 4.18 All households nominated by the Council are entitled to one offer only. When making an offer, Associations/Co-ops should give the household a copy of the letter which explains the one offer policy (Appendix 4).
- 4.19 Should the nominee be statutorily homeless and refuse a suitable offer, the Council will terminate the household's temporary housing arrangements.
- 4.20 Nominees, other than the homeless, who refuse an offer will not receive any further offers for at least 12 months.
- 4.21 All nominees have a right of appeal to the Council against their offer (see below). Whilst Associations/Co-ops are not involved in hearing appeals, there is scope for them to play an important role in ensuring that nominees make informed decisions.
- 4.22 Nominees for sheltered housing or for Co-op vacancies are excluded from the one offer policy.

Informing The Council Of The Outcome

- 4.23 To prevent double offers, people nominated to Housing Associations will not be considered for any Council offer until the result of the nomination is known (from over) ?
- 4.24 Associations/Co-ops undertake to inform the Council of the outcome of the nomination as soon as possible and within two weeks from the date the nominations were received or, in the case of the second nomination in a batch of two, within two weeks of the result of the first nomination. Details of the outcome should be sent to the Council using the slips on the reverse of Appendix 2.

Refusals And Appeals

- 4.25 There is a right of appeal to the Council for applicants who consider their offer unreasonable. Appendix 4 is a standard letter explaining what is a reasonable offer and should be given to all nominees with their offer.
- 4.26 Nominees are allowed one working day to lodge an appeal with the Association on the standard form shown at Appendix 5. Associations should forward the appeal form to the Rehousing Team that originally supplied the nomination. Appeals are heard twice a week (every Tuesday and Friday) by a panel of District Rehousing Managers.

- 4.28 The Rehousing Team will have a target of one working day from the time of the appeal meeting to send the Association/Co-op the result of the appeal, and they will send this information by fax where possible. The form shown at Appendix 6 will be used for this purpose. At the same time, a separate letter will be sent by the Council to inform the nominee.
- 4.29 If an appeal is successful, the Association should approach the next nominee, and at the same time the Council will send details of another nominee to hold in reserve.
- 4.30 If an appeal is unsuccessful, the applicant is allowed four working days from the date of the letter explaining the result to sign for the tenancy. The date of that letter will be the same as that on the form the Association receives with details of the result. If an applicant whose appeal has been unsuccessful then fails to sign for the tenancy within four working days, the Association should approach the next nominee and inform the relevant Rehousing Team. They will send another nomination so that the Association still has one in reserve.
- 4.31 If it becomes clear that an appeal will cause long delays, eg because complicated medical information has to be obtained, the nomination will be withdrawn and another nomination made. Similarly, if after an unsuccessful appeal the applicant supplies new information which necessitates another appeal hearing, the Association/Co-op will not be obliged to hold property empty pending the outcome. That means the Association can either have the nomination withdrawn and move on to the next nominee, or wait for the appeal hearing if it thinks that might take less time than contacting another nominee.

5. QUOTAS

Generally

- 5.1 Associations/Co-ops and the Council have agreed that there is a need for properly defined nominations quotas so that it is always clear how many properties of each bed size should be made available for Council nominees.

True Voids

- 5.2 Nomination quotas are based on a percentage of what are known as "True Voids". These are defined in Appendix 7.

Nomination Quotas

- 5.3 Unless separately agreed, the Council is entitled to:
- * 50% of Bedsit/1 Bed true void vacancies
 - * 75% of 2 Bed and larger true voids vacancies

* 100% of all vacancies arising from the Tenants' Incentive Scheme (TIS) which must be let to statutorily homeless nominees.

* 100% of vacancies arising from Do It Yourself Shared Ownership schemes (DIYSO).

5.4 The letting of bedsit and one bedroom properties to households being rehoused from Special Needs Projects will not count as true voids unless they represent more than 50% of bedsit and one bedroom true voids in the relevant monitoring period.

5.5 Associations and Co-ops are committed to ensuring that the Council is able to nominate to a representative cross-section of properties which become vacant.

6. PREVENTING DISCRIMINATION

6.1 Both the Council and Associations/Co-ops are strongly committed to avoiding discrimination on the grounds of race, colour, religion, sex, sexual orientation, age or disability.

6.2 All nominees with whom Associations/Co-ops make personal contact, will be asked to complete a monitoring form and Associations/Co-ops will record the ethnic origin of all the nominees who take up a tenancy. The Council will monitor this information and include it in its quarterly report on Association/Co-op lettings.

6.3 Associations/Co-ops will ensure that their policies do not discriminate either directly or indirectly against people who are HIV positive. Information about nominees who have are HIV positive will only be exchanged either if the Association/Co-op vacancy is designed and provided for such people or if the nominee specifically asks for this information to be passed on.

6.4 The Council and Associations/Co-ops intend in due course to establish race targets and a quality index.

6.5 Associations/Co-ops will inform Council nominees if there have been incidents of harassment in relation to a property for which they have been nominated, and the ethnic origin of the harassed household.

7. MONITORING AND REVIEW

7.1 Each Association/Co-op will complete and return to the Council the quarterly return shown at Appendix 8. Associations with small holdings of properties in the Borough will be asked to submit an annual return only.

7.2 The Council will review Association/Co-op lettings activity on a quarterly basis and report the findings regularly to HALG. The report will show:-

- Lettings by bedroom size for all Association/Co-op
- Average net rents by bedroom size
- Ethnic origin overall and by Association/Co-op

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- Average net rents by bedroom size
- Ethnic origin overall and by Association/Co-op

- Rehousing reasons by Association/Co-op
- Performance against Nomination Quotas
- Demand Groups by Association/Co-op.

- 7.3 The Council will also produce an annual report on the same basis for all Association/Co-op lettings for the period 1 April - 31 March.
- 7.4 Associations/Co-ops are encouraged to undertake their own reviews of nominations performance.
- 7.5 The Council and Associations/Co-ops will keep the nominations process under continual review. Any policy difference or proposed changes to this document should be discussed at the Housing Management Forum and/or the Housing Association Liaison Group (HALG) meetings.
- 7.6 This document will be reviewed and updated as necessary on an annual basis.

8. INFORMATION AND TRAINING

- 8.1 To help facilitate a good working partnership between the Council and Associations/Co-ops it is important that exchange of information takes place. Such information should include management, policy and affordability issues, future lettings availability, rent levels and staff changes. The Council and Associations/Co-ops should commit themselves to this exchange of information.
- 8.2 Having well trained staff is also of vital importance. The Council and Associations/Co-ops should ensure that all staff who deal with nominations receive appropriate training and in particular are familiar with this document.

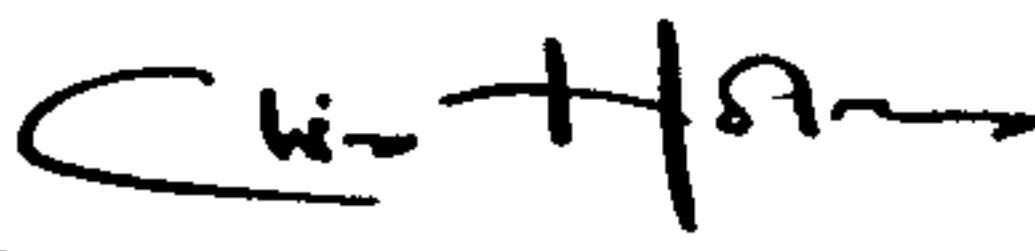


London Borough of Camden

The Nominations Agreement will become effective from November 1992.

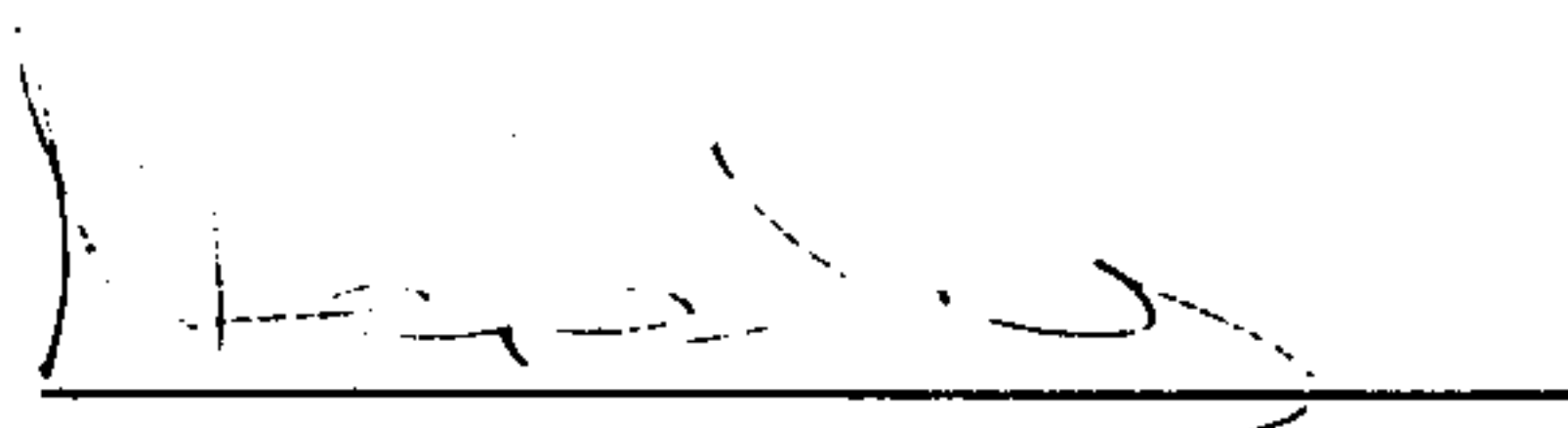
The London Borough of Camden wishes to enter into the attached Agreement with COMMON CITY HA. The Director of Housing holds the authority to sign on behalf of the London Borough of Camden.

If you should have any queries regarding the Agreement then please do not hesitate to contact the Housing Initiatives Unit at Bidborough House. Telephone 278 4444. Extension 3430.



Chris Holmes
Director of Housing

Name



Designated Officer HOUSING MANAGER

Address

68-70 PARKWAY
LONDON
NW1 7EH



London Borough of Camden

HOUSING ASSOCIATIONS AND CO-OPS IN CAMDEN

Housing Associations and Co-ops help the Council to meet housing need in Camden and most of their new tenants are nominated by the Council. People are nominated in exactly the same way as tenants are selected for the Council's own empty properties. That means an offer of housing from the Council could be for either a Council or a Housing Association or Co-op property. This leaflet has been designed to answer some of the questions you might have about Housing Associations and Co-ops.

WHAT ARE HOUSING ASSOCIATIONS?

Housing Associations are independent organisations which provide and manage rented housing for people in need. There are 26 working in Camden - you may have heard of larger ones such as Circle 33, Community Housing Association, Paddington Churches Housing Association and St Pancras Housing Association.

2. WHAT ARE HOUSING CO-OPS?

A Co-operative is different from any other form of housing because it is run by the people who live there. There is no 'landlord'. The Co-op may employ people to do the work or may ask the members to do some themselves, but all the decisions will be made by meetings with the members. As a member you would be expected to participate.

3. WHAT SORT OF HOUSING DO HOUSING ASSOCIATIONS AND CO-OPS HAVE TO OFFER?

Housing Association and Co-op housing is similar to Council housing, except that most Housing Association and Co-op homes are self-contained street properties rather than flats on estates.

4. IS THERE ANYTHING I NEED TO KNOW ABOUT THE RIGHTS OF HOUSING ASSOCIATION AND CO-OP TENANTS?

In practice Housing Association and Co-op tenants in Camden have most of the same rights as Council tenants. However, one exception is the right to buy, which is not available to most Housing Association tenants.

5. HOW MUCH RENT DO HOUSING ASSOCIATIONS AND CO-OPS CHARGE?

Both tend to charge higher rents than the Council, but this gap is likely to narrow in the future. All Housing Association and Co-op tenants are encouraged to apply to the Council for Housing Benefit, which is help with rent and service charges, and Community Charge Benefit, which is help with Poll Tax.

CONFIRMATION OF TELEPHONE CALL WITH

Name : _____

Date : _____

REQUEST FOR NOMINATIONS

TO: TEAM, HOUSING DEPARTMENT

FROM : _____

DATE : _____

ADDRESS OF PROPERTY : _____

SIZE : BEDROOM(S) : _____ PERSON(S) _____

FLOOR(S) _____ NO. EXTERNAL STAIRS : _____

NO. INTERNAL STAIRS : _____

LIFT ACCESS : YES/NO: _____

TYPE OF HEATING : _____

GARDEN ACCESS : YES/NO SOLE USE : YES/NO

SHELTERED/MOBILITY/WHEELCHAIR

PROPERTY TYPE : PURPOSE BUILT/CONVERSION

WEEKLY CHARGE :	£	NET RENT
	£	WATER RATES
	£	<u>SERVICE</u>
	£	<u>TOTAL</u>

IMPORTANT

Please consider the following:

FOR OFFICE USE ONLY

This is the _____ request for nominations to the above property.
Date nom received by _____

London Borough of Camden

HOUSING DEPARTMENT

Bidborough House 38/50 Bidborough Street London WC1H 9DB Telephone: 071-278 4444

Date _____
 Your reference _____
 Our reference _____
 Inquiries to _____
 Ext. _____

Dear _____

Re: Address of Property Nominated to: _____

In reply to your request for suitable nominees for the above mentioned property, please find listed below in priority order:

Nominee Details	Type of Tenancy, Sole/Joint Tenant
------------------------	---

1. Name(s) _____ D.O.B. _____

Address _____

Telephone Numbers: Home _____ Work _____

Is address temporary accommodation/permanent accommodation ?*

Interpreter needed? Y/N Language _____

Details of other members of the household

Name	D.O.B.	Relationship to Applicant
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Reasons for Rehousing:
 (Including Health Factors)

Demand Group : Homeless/Housing Register/transfer/decant/IBNS/NMS.

If homeless then,
 Name of Contact Officer: _____ Tel No. _____

Case No. _____ Team No. _____

Type of Tenancy, Sole/Joint Tenant

2. Name(s) _____ D.O.B. _____

Address _____

Telephone Numbers: Home _____ Work _____

Is address temporary accommodation/permanent accommodation ?*

Interpreter needed? Y/N Language? _____

Details of other members of the household

Name(s)	D.O.B.	Relationship to Applicant

Reasons for Rehousing:
(Including Health Factors)

Demand Group : Homeless/Housing Register/transfer/decant/IBNS/NMS.

If homeless then,

Name of Contact Officer: _____ Tel No. _____

Case No. _____ Team No. _____

Type of Tenancy, Sole/Joint

3. Name(s) _____ D.O.B. _____

Address _____

Telephone Numbers: Home _____ Work _____

Is address temporary accommodation/permanent accommodation ?*

Interpreter needed? Y/N Language _____

Details of other members of the household

Names	D.O.B.	Relationship to Applicant

Reasons for Rehousing:
(Including Health Factors)

Demand Group : Homeless/Housing Register/transfer/decant/IBNS/NMS.

If homeless then,

Name of Contact Officer: _____ Tel No. _____

Case No. _____ Team No. _____

Yours sincerely

Housing Needs Manager

Please tear off and return as soon as result is known

Ref: HO/HND/
Demand Group:

Address _____

Nominee No. 3 Name(s) _____ (Tick where appropriate)

Accepted Tenancy Date _____

Refused Reason(s) _____

Other Please specify _____

Please return as soon as result is known

Ref: HO/HND/
Demand Group:

Address _____

Nominee No. 2 Name(s) _____ (Tick where appropriate)

Accepted Tenancy Date _____

Refused Reason(s) _____

Other Please specify _____

Please return as soon as result is known

Ref: HO/HND/
Demand Group:

Address _____

Nominee No. 1 Name(s) _____ (Tick where appropriate)

Accepted Tenancy Date _____

Refused Reason(s) _____

Other Please specify _____

* Delete as appropriate

London Borough of Camden

HOUSING DEPARTMENT

STATEMENT OF WHAT IS A REASONABLE OFFER UNDER COUNCIL POLICY

Please read the guidance notes below.

HOUSING CRISIS

The Council aims to provide satisfactory and affordable homes for people who are homeless or in housing need. There are not enough Council homes to meet the huge demand, so the Council can only house those in the very greatest housing need.

ONE OFFER POLICY

With the housing shortage, the Council is normally only able to make you one offer of accommodation. The offer can be in any area of the borough and it can be for either a Council or a Housing Association property. You have been contacted by a Housing Association because your offer is for a Housing Association property and there is a leaflet with this one which tells you about Housing Associations. If you do not get in touch with the Housing Association which has contacted you, the Council will consider that it has made you a reasonable offer under the one offer policy. You will not be entitled to another offer unless you can show that you did not receive the Housing Association's letter, i.e. if it was sent to the wrong address or there are other very good reasons why it did not reach you.

TYPE OF PROPERTY

Any Council or Housing Association dwelling of the right size for your household will be considered a reasonable offer and cannot be refused because it is on an estate, on a higher floor than you would prefer, has no heating or because you would not have the right to buy. The fact that you do not like the accommodation offered to you is not an acceptable reason for refusal.

AREA PREFERENCE

The Council tries to meet your area preference depending on which properties are available at the time. However your offer of accommodation can be in any area of the borough and sometimes an offer may be made outside the borough. Only exceptional reasons why you need to be in a particular area or why you cannot live in particular areas can be considered.

REPAIRS

Any dwelling offered to you is considered fit to occupy. Where minor works are to be carried out, you should find out from the Housing Association when the works are likely to be completed.

An appeal against an offer, solely on the grounds that minor works are required, will not be considered unless the works cannot be completed within a reasonable period of time.

APPEALS

If, after you have viewed the property and you have read this leaflet, you still consider that there are good reasons why you think the offer is not acceptable, you can appeal by completing an appeal form at the Housing Association, giving all the reasons for refusal. Where you consider there are medical reasons why you cannot accept an offer, any relevant medical information should be attached to the appeal form.

To Rehousing Team,
London Borough of Camden Housing Department

OFFER APPEAL - HOUSING ASSOCIATION NOMINATION

Notes: Section 1 to be completed by the Housing Association.
Section 2 to be completed and signed by the applicant.
Completed forms to be sent by the Housing Association (if possible by fax) to the Rehousing Team which made the nomination).

Section 1 To be completed by the Housing Association.

Housing Association:.....

Contact name:Tel no:Fax no:.....

Name of applicant:

Current address:
.....

Address of property offered

Size: No of bedrooms No. of persons

Floor level Lift Y/N

Please use the space below to enter any other relevant information about this property.

.....
.....
.....
.....

Date form sent to Rehousing Team

Section 2: To be completed by the applicant.

Please use the space below to write down why you think this offer is unreasonable. If you have medical reasons, please give the Housing Association any doctor's letters that might help. The completed form should be handed to the Housing Association.

Signed..... Date

This form should be returned to the Housing Association so that they can send it to the Council.

APPENDIX 6

APPEAL RESULT

To: Housing Association

Name of applicant appealing

Current address

.....

Address of property offered

.....

Result of appeal: Successful/unsuccessful/other (please specify)

.....

.....

If the appeal has been successful, you should approach the next nominee. You will be sent details of another nominee to be held in reserve.

If the appeal has been unsuccessful, the applicant should be allowed four working days from the date below to sign for the tenancy. If the applicant fails to sign by then, please approach the next nominee and inform the Rehousing Team. They will then send you another nomination so that you still have one in reserve.

If another appeal hearing has to be held you are not obliged to hold your empty property pending the outcome. That means you can either have the nomination withdrawn and move on to the next nominee, or wait for the appeal hearing if you think that might take less time than contacting another nominee.

Signed.....
..... Rehousing Team

Date

APPENDIX 7

DEFINITION OF A "TRUE VOID"

1.0 TRUE VOIDS (A PROPORTION OF WHICH THE COUNCIL CAN NOMINATE TO)

- a) Voids within new build, newly rehabilitated or newly completed major repairs schemes (including properties originally vacated through decanting).
- b) Voids created through tenant moves to other landlords where no reciprocal arrangement exists.
- c) Voids created through urgent transfer to another borough (if the Housing Association cannot demonstrate reciprocity).
- d) Voids created by the death of a tenant where there is not statutory or contractual right to succession.
- e) Voids created by tenants buying their property in the private sector.
- f) Voids created by eviction or abandonment of property.

2.0 NON TRUE VOIDS (OVER WHICH THE COUNCIL HAS NOMINATION RIGHTS)

- a) Voids created by transfers within Cambridgeshire HOMES.
- b) Voids created through rehousing via HA HOMES.
- d) Voids created by decants who are returning (see paragraph 3.1 below for fuller details of how decants will be treated).
- e) Voids created by mutual exchanges.

3.0 EXCEPTIONS

- 3.1 As recommended by the ALA/LHAC/LBA good practice guide, lettings to households being permanently decanted are counted as 'true voids'.
- 3.2 Similarly, lettings of bedsit and one bedroom units to people who are being rehoused from special projects will count as 'true voids' unless they represent more than 50% of bedsits and one bedroom 'true voids' in the period being monitored.
- 3.3 Where a 'non-true' void is used to rehouse a household which is being permanently decanted, another 'true void' of the same number of bedrooms will instead be counted as 'non-true' to compensate.

LONDON BOROUGH OF CAMDEN REHOUSING TEAMS

Kentish Town Rehousing Team

49/51 Caversham Road, London NW5
Telephone 071 413 6836 Fax 071 413 6831

Camden Town Rehousing Team

Crowndale Centre, 3rd Floor, 218 Eversholt Street, London NW
Telephone 071 911 1690 Fax 071 911 1639

Gospel Oak Rehousing Team

115 Wellesley Road, London NW5
Telephone 071 413 6803 Fax 071 413 6765

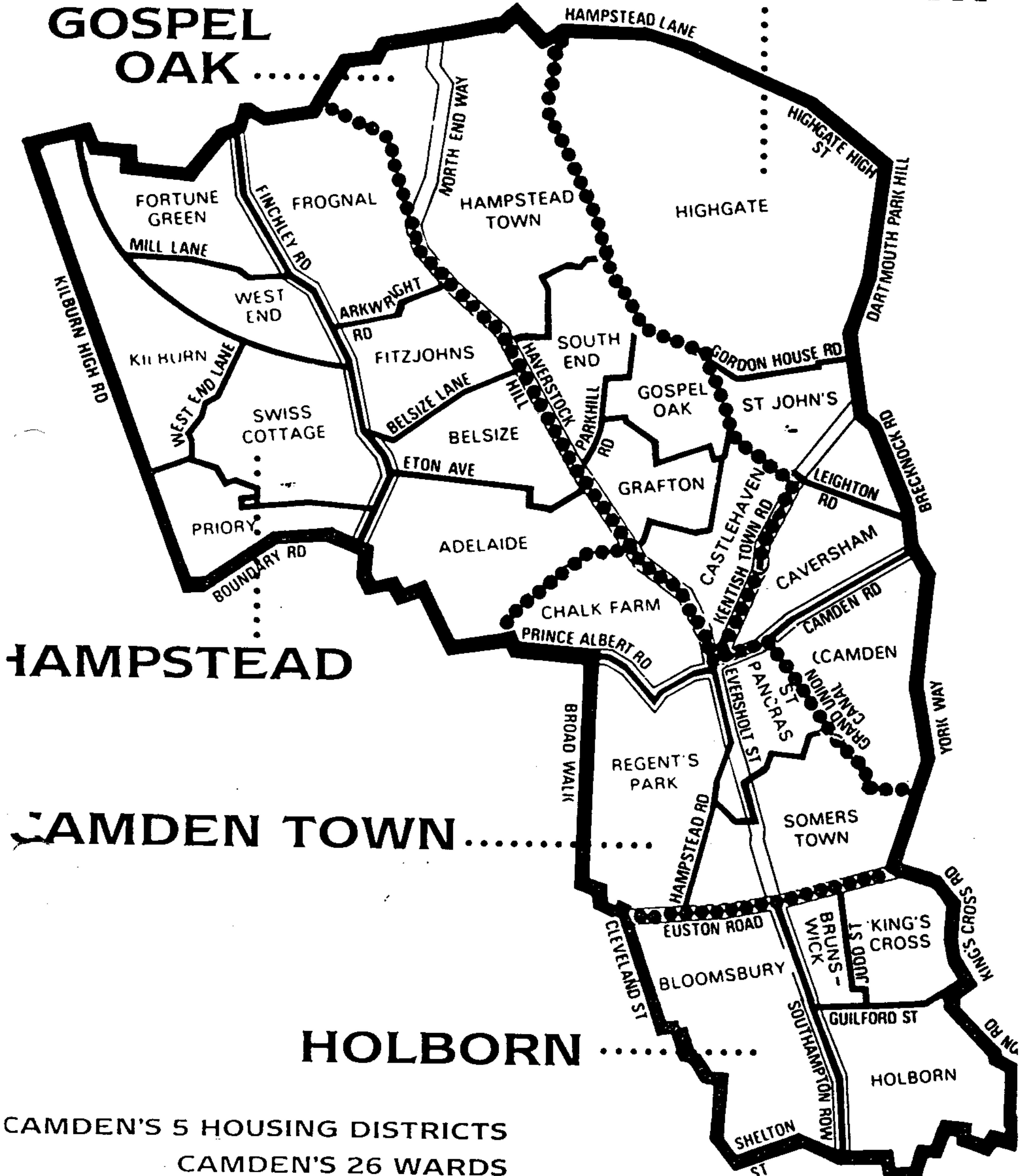
Holborn Rehousing Team

28-30 Theobalds Road, London WC1
Telephone 071 413 6302 Fax 071 413 6340

Hampstead Rehousing Team

156 West End lane, London NW6
Telephone 071 413 6560 Fax 071 413 6580

KENTISH TOWN



CAMDEN'S 5 HOUSING DISTRICTS
 CAMDEN'S 26 WARDS



PARTICIPATING HOUSING ASSOCIATIONS

APPENDIX 11

Abeona Housing Co-op
ASRA Greater London Housing Association
Camden People's Housing Group
Carol Street Co-op
Central London Housing Trust
Centrepont (Soho)
Circle 33 Housing Trust
Community Housing Association
English Churches Housing Association
Fairhazel Tenants' Co-op
Family Housing Association
Guinness Trust
Hampstead Old People's Housing Trust
Heathview Co-op
Hillier House Housing Co-op
Humanist Housing Association
Islington & Shoreditch Housing Association
Notting Hill Housing Trust
Odu Dua Housing Association
Pan African Housing Co-op
Paddington Churches Housing Association
Peabody Trust
Sanctuary Housing Association
South Hampstead Co-op
St Marylebone Housing Association
St Pancras Housing Association
TANC
United Kingdom Housing Trust
West Hampstead Housing Association

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