

DATED

14th August

2013

UNILATERAL UNDERTAKING GIVEN BY

65 HOLMES ROAD LIMITED

and

EFG PRIVATE BANK LIMITED

to

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

relating to land known as
65-69 HOLMES ROAD
LONDON NW5 3AN
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Hallmark Estates Limited
46 Great Marlborough Street
London W1F 7JW

Tel: 020 7494 9000
Fax: 020 7494 4944

Ref: GL

THIS UNILATERAL UNDERTAKING is given the 24th day of August 2013

BY:

65 HOLMES ROAD LIMITED (Co. Regn. No. 6403136) whose registered office is at 46 Great Marlborough Street London W1F 7JW (hereinafter called "the Owner")

and

EFG PRIVATE BANK LIMITED (Co. Regn. No. 2321802) whose registered office is at Leconfield House Curzon Street London W1J 5JB (hereinafter called "the Mortgagee")

TO:

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL211408 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 3 December 2012 under reference number 2012/6548/P.
- 1.4 The Council refused the Planning Application on the 25 March 2013.
- 1.5 An appeal under Section 78 of the Act in respect of the Planning Application was submitted to the Planning Inspectorate on 26 April 2013 and given reference number APP/X5210/A/13/2197192.

- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Undertaking should Planning Permission be granted for the Development.
- 1.7 The Council is the local highway authority under the Highways Act 1980 for the area in which the Property is situated.
- 1.8 For that purpose the Owner is willing to enter into this Undertaking pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee holds a legal charge dated 20 December 2007 registered against the interest in the Property of the Owner under Title Number NGL211408.

2. **DEFINITIONS**

In this Undertaking the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.3 | "Commercial Element" | the 1,532 square metres of floor space located on the ground and upper basement floors of the Development to be used exclusively for purposes within Class B1 of the Use Classes Order as shown edged red on Plans 10, 11a and 11b annexed hereto |

- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
 - b) incorporation of the provisions set out in the First Schedule annexed hereto;
 - c) incorporation of the provisions set out in the Second Schedule annexed hereto;
 - d) proposals to ensure there are no adverse effects on the adjoining Conservation Area features
 - e) effects on the health and amenity of local residences site construction workers local

businesses and adjoining developments undergoing construction;

- f) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- g) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

- (a) the Implementation Date and
- (b) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

erection of a part seven, part three storey building with two basement levels to provide student accommodation comprising 313 student rooms housed within 278 units with ancillary facilities (Sui Generis) storage office use (Class B1) at upper basement and ground floor level as shown on drawing numbers; EX.00; 01; 02; 03; 04 & 130212 A(GA); P080a, P090a, P100a; P110a; P120a; P130a; P140a; P150a; P160a; P600 & 121009 A(GA); P170; P3000a; P301; P302; P400; P401a; P402; Planning Statement; Design & Access Statement Revision A, Basement Impact Assessment Rev O, Construction Traffic Management Plan, Transport Statement, Student Travel Plan, Workplace Travel Plan (all dated December 2012), Energy Statement; Sustainability Statement (November 2012) and Sunlight & Daylight Study (21/11/2012)

2.8 "the Existing Buildings"

the Magnet warehouse building located on the Property as at the date of this Undertaking

2.9 "the Financial Contributions"

the Highway Contribution the Environmental Contribution the Public Open Space Contribution and the Training and Employment Contribution

the Travel Plan Monitoring Contribution

2.10 "the First User Group"

any Student enrolled full time on a higher education course at a higher educational institution funded by the Higher Education Funding Council for England (or its successor bodies) such institution to be located wholly or partly in the London Borough of Camden or its

adjoining boroughs or such other institution approved by the Council in writing

2.11 "the Highways Contribution"

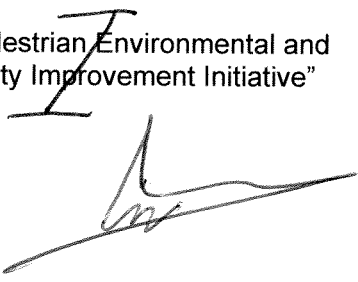
the sum of £29,800 (twenty nine thousand eight hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repave the footway adjacent to the Property; and
- (b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.12 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.13 "King's Cross Construction" the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.14 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.15 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.16 "the Monitoring Fees" the sum of £7,210 (seven thousand two hundred and ten pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt for the monitoring of the obligations contained within this Undertaking
- 2.17 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.18 "the Parties" mean the Owner and the Mortgagee
- 2.19 "Pedestrian Environmental and Safety Improvement Initiative"  improvements to and around the highway to include works such as street furniture consolidation; de-cluttering; pedestrian accessibility; footway improvements; pedestrian signage and way-finding initiatives
- 2.20 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3 December 2012 under reference number 2012/6548/P

- 2.21 "Planning Obligations Monitoring Officer"
- a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission"
- any planning permission granted by the Secretary of State or the Planning Inspectorate in respect of the appeals of the Planning Application under Appeal reference APP/X5210/A/13/2197192
- 2.23 "the Property"
- the land known as 65-69 Holmes Road London NW5 3AN the same as shown edged red shaded grey on the Plan 10 annexed hereto
- 2.24 "the Public Highway"
- any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.25 "the Public Open Space Contribution"
- the sum of £320,428 (three hundred and twenty thousand four hundred and twenty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.26 "Renewable Energy and Energy Efficiency Plan"
- a plan (including a post construction report) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon

energy emissions across the site by at least 40% beyond the most recent Building Regulations and 33% beyond a recognised baseline to include the following measures:-

- (a) implementing the measures set out in the *Sustainability Assessment for the Mixed use development at 65-69 Holmes Road* by Richard Hodkinson (Michael Sturdy) for Hallmark Property Group dated November 2012 and the *Energy Statement* by Richard Hodkinson (Donald Sinclair) for Hallmark Property Group dated November 2012;
- (b) minimising energy use through aiming to achieve the Energy Saving's Trust best practise to achieve at least a 15% Carbon dioxide saving beyond a recognised baseline which includes at least an 18% carbon dioxide saving beyond the 2006 Building Regulations;
- (c) implementation of energy saving measures such as timers and pirs;
- (d) implementing a heat metering system (for example those systems operating on some Council Housing Estates);
- (e) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and

objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (g) compliance with the air quality requirements in this Agreement; and
- (h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.27 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.28 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.29 “the Second User Group”

any Student enrolled in an education course during the months of June July August and part of September the duration of which is no more than 20 weeks in any given year at an institution approved by the Council in writing

2.30 “the Service Management Plan”

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;

(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements

(h) specific measures to ensure the safety of students and pupils attending the school adjoining the Property during servicing movements on and around the Property;

(i) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;

(j) details of arrangements for refuse storage and servicing; and

(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.31 "Student"

any student within the First User Group or the Second User Group and reference to "Students" shall be construed accordingly

2.32 "the Student Accommodation"

the student units within the Development to be used as only as student accommodation the same as is shown marked type A, B, C and D units on the approved drawings

2.33 "the Student Accommodation"

Requirement”

a requirement that the Student Accommodation shall be occupied for no purpose other than as housing available for letting to Students within the First User Group ALWAYS PROVIDED THAT during the months of June, July August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied by Students within the First User Group or the Second User Group and PROVIDED FURTHER THAT first Occupation of the Student Accommodation shall not take place until the Commercial Element is let and occupied

2.34 “Student Management Plan”

a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation

- (a) incorporating the elements set out in the “Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation” as amended from time to time;
- (b) measures to ensure the behaviour of Students both on and in the vicinity of the Property causes minimum impact on or disruption to local residents;
- (c) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible

point of reference if local residents wish to raise any issues;

- (d) a disciplinary procedure for instances where antisocial behaviour arises on or in the vicinity of the Property; and
- (e) provisions for policing incidents of noise and anti-social behaviour both on and in the vicinity of the Property
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.35 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation to include the following:-

- (a) a Building Research Establishment Environmental Assessment Method 2008 multi-residential assessment of the Student Accommodation obtaining at least a Very Good or Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories to be carried out by a recognised independent verification body in respect of the Property; and

- (b) a Building Research Establishment Environmental Assessment Method assessment of the commercial element of the Development with a target of achieving a Very Good or Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (c) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (d) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.36 "the Training and
Employment Contribution"

the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be

applied by the Council in the event of receipt to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.37 "the Travel Plan Co-ordinator"

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

2.38 "the Travel Plan"

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

- (a) the elements set out in the Fourth Schedule hereto with a view to promoting the use of sustainable forms of transport to and from the Development;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring

"Travel Plan
Monitoring Contribution"

means the sum of £5,561 (five thousand five hundred and sixty one pounds) to be paid by the Owner to the Council for the review and approval and monitoring of the Travel Plan

the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;

- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post

2.39 "the Undertaking"

this Planning Obligation made pursuant to Section 106 of the Act

2.40 "Working Group"

a working group to be convened in accordance with the requirements of Clause 4.2 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.

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

3.1 This Unilateral Undertaking:

3.1.1 is given by the Owner to the Council

3.1.2 is given by the Mortgagee subject to clause 7.1 of this Agreement

3.1.3 is given pursuant to S106 of the Act

- 3.1.4 is a planning obligation for the purposes of S106 of the Act
- 3.1.5 is given to bind the Owner's freehold interest in the Property and the interest of the Mortgagee therein
- 3.1.6 Is enforceable by the Council as a local planning authority and highway authority against the Owner
- 3.1.7 is executed by the Owner and by the Mortgagee as a Deed
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 3.5 The Parties save where the context states otherwise shall include their successors in title.
- 3.6 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.13 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby undertakes with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and accepts that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out of the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 MANAGEMENT OF THE CONSTRUCTION PHASE

- 4.2.1 From the date of execution of this Undertaking and at its own expense to invite the following to become members of the Working Group:
- (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
 - (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time
 - (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.2.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group;
 - (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and/or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property; and
 - (c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.
- 4.2.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group.
- 4.2.4 To ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides.
- 4.2.5 To ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.2.6 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in

the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.

4.2.7 To provide at its own expense throughout the Construction Phase of the Development:

- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and
- (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

4.3 LOCAL EMPLOYMENT

4.3.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.3.2 In order to facilitate compliance with the requirements of sub-clause 4.3.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
- b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

4.3.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than three construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.3.4 During the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.4 **LOCAL PROCUREMENT**

4.4.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and

service to the Development in accordance with the Council's Local Procurement Code.

4.4.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.5 SUSTAINABILITY PLAN

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.5.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.6 RENEWABLE ENERGY AND ENERGY EFFICIENCY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy and Energy Efficiency Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Renewable Energy and Energy Efficiency Plan as demonstrated by written notice to that effect.
- 4.6.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Renewable Energy and Energy Efficiency Plan as approved by the Council have been implemented in the construction of the Development.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Renewable Energy and Energy Efficiency Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy and Energy Efficiency Plan.

4.7 SERVICE MANAGEMENT PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.7.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.8 THE TRAVEL PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan
- 4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.
- 4.8.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.9 STUDENT ACCOMMODATION

Student Management Plan

- 4.9.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.
- 4.9.2 Not to Occupy or permit Occupation of any part of the Student Accommodation until such time as the Council has approved the Student Management Plan.
- 4.9.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when it is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of the Student Management Plan and in the event of any breach of this clause to cease Occupation of the Student Accommodation forthwith until the breach is rectified.

Use of Student Accommodation

- 4.9.4 To ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement.

4.9.5 To ensure that the Student Accommodation is used at all times as a single planning unit and that:

- a) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
- b) no part of the Student Accommodation (other than as contained in a disposal of the whole) shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation

4.9.6 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being used in strict accordance with clauses 4.9.4 and 4.9.5 and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of clauses 4.9.4 and 4.9.5 and in the event of any breach of this clause to cease Occupation of the Student Accommodation forthwith until the breach is rectified.

4.11 FINANCIAL CONTRIBUTIONS

4.11.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.

4.12 HIGHWAYS

4.12.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.12.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

4.12.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and

does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.12.4 On completion of the Highway Works the Owner will apply to the Council for a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.12.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.13 CAR FREE

4.13.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.13.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.13.1 above will remain permanently.

4.13.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.13.1 of this Agreement.

4.14 COMMERCIAL ELEMENT

4.14.1 Not to first Occupy or permit the first Occupation of the Student Accommodation until such time as the Council has been notified in writing by the Owner that the Commercial Element of the Development has been let and is occupied

4.15 **MONITORING FEES**

- 4.15.1 Within fourteen days of the date of issue of Planning Permission to pay the Monitoring Fees in full.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/6039/P the date upon which the Development is ready for first Occupation.
- 5.3 The Owner's shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner undertakes with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Undertaking and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 Submission of any plan for approval by the Council under the terms of this Undertaking shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names date and Parties to this Undertaking and citing the specific clause of this Undertaking to which such plan relates quoting the planning reference 2012/6548/P.
- 5.6 Payment of the Financial Contributions pursuant to Clause 4.11 of this Undertaking shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names date and Parties to this Undertaking and citing the specific clause of this Undertaking to which such Contribution relates quoting the Income Code ZN279ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Undertaking upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Undertaking as payable or to be applied by any party other than the Council under this Undertaking shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Undertaking a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 All costs and expenses payable to the Council under this Undertaking shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Undertaking and shall cite the clause of the Undertaking to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/6039/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 The Owner recognises that this Undertaking shall be registered as a Local Land Charge.
- 6.3 The Owner undertakes that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Undertaking in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Undertaking in the Charges Register of the title to the Property.
- 6.4 Nothing contained or implied in this Undertaking shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be fully and effectually exercised.

- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Undertaking in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Undertaking shall forthwith determine and cease to have effect

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Undertaking and agrees to be bound by it only in the event that it becomes a mortgagee in possession of the Property and agrees to the Undertaking being registered at the Land Registry as provided in Clause 6.3 hereof

8. **RIGHTS OF THIRD PARTIES**

- 8.1 The Owner does not intend that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Undertaking

IN WITNESS to the above the Owner and the Mortgagee have executed and delivered this instrument as their Deed the day and year first before written

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

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

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from Site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on Site;
- k) Ensure water suppression is used during demolition operations;
- l) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the Council prior to operation.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer. Adequate

quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.

- b) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions.
- c) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- d) An electronic report shall be submitted to the Council every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- e) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel saving equipment in vehicles, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE

Construction Management Plan

Highway Measures

A CMP outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A CMP should cover both demolition and construction phases of development. Details of the CMP will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The CMP should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the CMP applies.
- b) Start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft CMP with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of a Construction Working Group that will be set up to hold regular meetings, addressing the concerns of surrounding residents and/or the Westminster Kingsway College, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your CMP takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.
- v) The CMP should also include the following statement:

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the

Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed CMP does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a

regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the developers meet with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a

tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property to consider the Students the employees on the Property and all visitors to the Property.

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

(For further advice on developing a Travel Plan see the DfT's travel plan website:

www.transportenergy.org.uk) or Camden's website: www.camden.gov.uk/wtp

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

In drawing up to the Travel Plan ("the Plan") the Owner shall ensure that provisions relating to the following matters (as far as they relate to the Development) are contained within the Plan:-

1. Public Transport and walking

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

2. Taxis and Minicabs

Consideration must be given to the provision and management of taxi access to the Property

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Staff Parking and travel

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

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

6. Cycling

The following cycle measures must be provided:

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

Consideration shall also be given to providing:

- c. cycle allowance for work-related journeys;
- d. cycle and equipment loans and insurance;
- e. cycle repair facilities;

- f. cycle pool for work-related journeys;
- g. a Bicycle Users Group (BUG) to progress cyclists issues on the Property;
- h. work with the Council to improve cycle routes to/from the Property.

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with employees

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

3. User/ Employee Consultation and Travel Surveys

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

4. **Implementation**

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

5. **Monitor and Review**

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

EXECUTED AS A DEED BY)
65 HOLMES ROAD LIMITED)
acting by a Director and its Secretary)
or by two Directors)

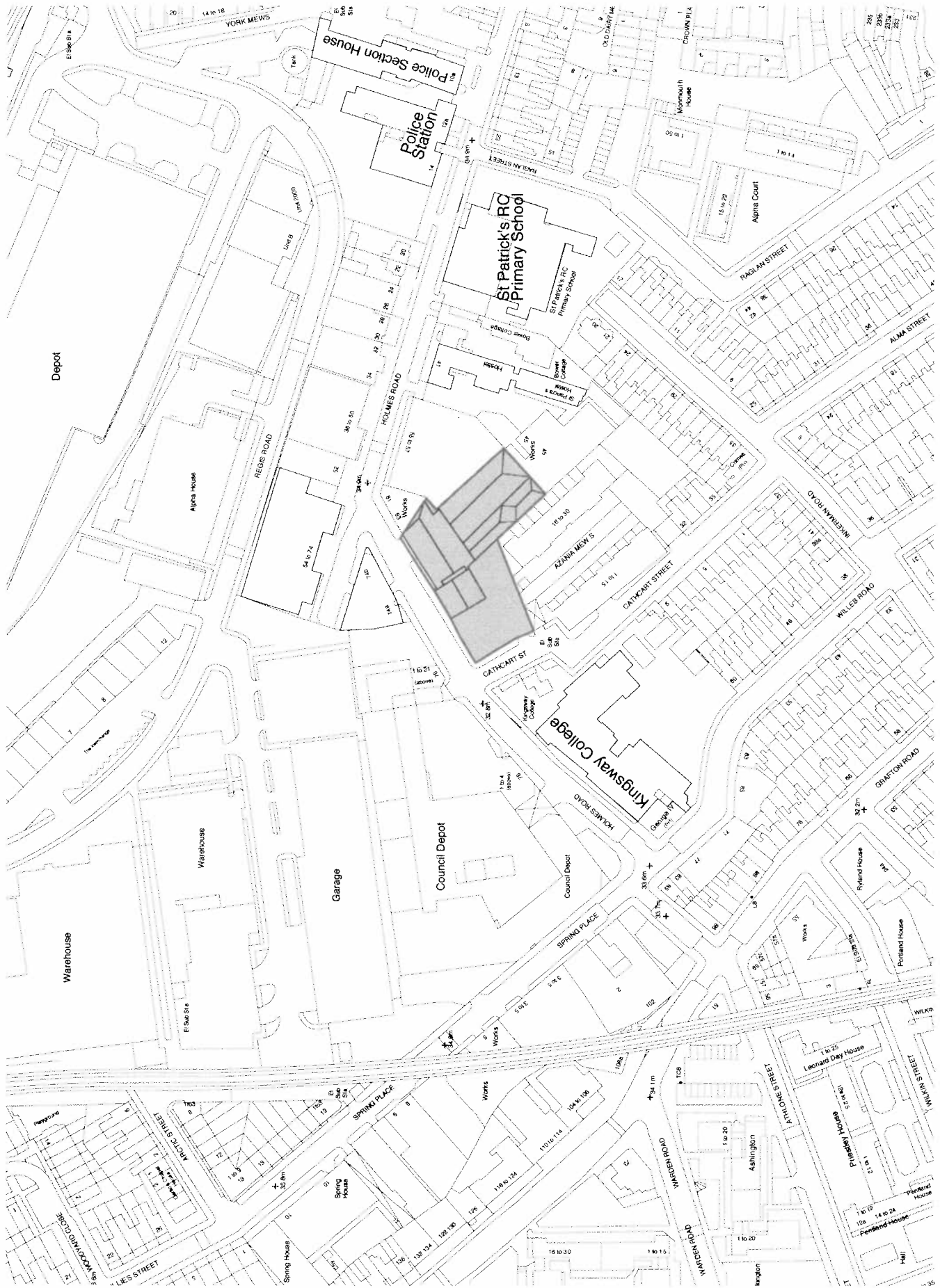
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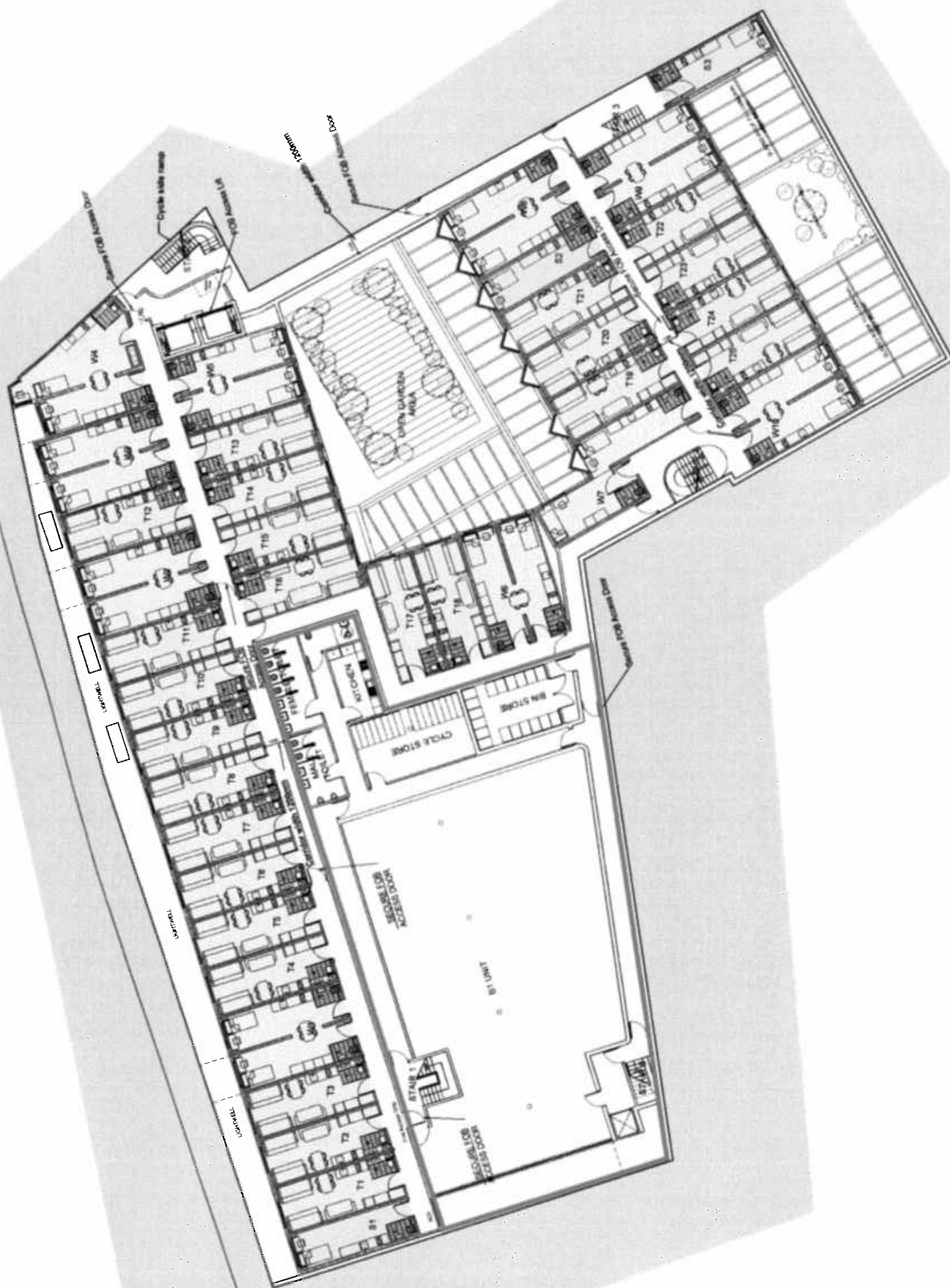
EXECUTED AS A DEED BY)
EFG PRIVATE BANK LIMITED)
acting by a Director and its Secretary)
or by two Directors)

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Director

.....
Director/Secretary



PLAN 10: SITE PLAN, 65-69 HOLMES ROAD



PLAN 11a: UPPER BASEMENT
Plan showing commercial B1 floor area in red outline

