

DATED

12 December

2012

(1) WINBUSH PROPERTIES LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as
HAMPSTEAD GARDEN CENTRE
163 IVERSON ROAD, LONDON NW6 2RB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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(CMP, CF, HC, SP, EC, POSC, LETC, EEP, LL, LP, CFC, PTI)
CLS/COM/LMM/1685.1349
s106 15.11.12 FINAL

THIS AGREEMENT is made the 12th day of December 2012

BETWEEN:

i. **WINBUSH PROPERTIES LIMITED** (Co. Regn. No. 7568544) whose registered office is at Ground Floor 30 City Road London EC1Y 2AB (hereinafter called "the Owner") of the first part

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

1. WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL918415.

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 21 December 2011 and the Council resolved to grant permission conditionally under reference number 2012/0099/P subject to conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

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|-----|---|---|
| 2.1 | "the Additional Training and Employment Contribution" | the sum of £14,000 (fourteen 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 in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden |
| 2.2 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.3 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents |
| 2.4 | "Affordable Units" | the three Intermediate Housing Units and seven Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |
| 2.5 | "the " | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Air Quality Assessment" | an assessment undertaken by the Owner which shall include the following information:- |

- (a) technical details of any proposed CHP system including thermal capacity;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (f) an assessment using dispersion modelling to demonstrate that the stack height of any CHP is sufficient to prevent emissions having a significant impact on the air quality objectives for nitrogen dioxide (NO₂) and particulate matter (PM10)
- (g) outlining details of the modelling software chosen, emissions and stack parameters, building parameters, meteorological data, method used to calculate background and predicted concentrations
- (h) the location and grid reference of maximum pollution concentrations shall be identified, with distance from the stack
- (i) a full discussion of any potential breaches of air quality criteria; and a discussion of model sensitivity and variation

- (j) provision of a plan showing the termination point of all exhaust stacks associated with CHP ensuring the exhaust stack shall be located away from open-windows and air inlet vents

2.6 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.5 "CHP"

combined heat and power unit used to simultaneously generate both electricity and useful heat

2.7 "Construction"

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 possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) 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;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) measures to ensure coordination so far as is practicable of demolition and construction works with the works associated with any other developments under construction in the immediate vicinity of the Property to minimise impact upon highway network and the amenity of the owners and or occupiers of the residences and businesses in the locality
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) 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

2.8 "the Construction Phase"

the whole period between

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

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

2.9 "the Community Facilities Contribution"

the sum of £75,460 (seventy five thousand four hundred and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property

2.10 "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

2.11 "Deferred Affordable Housing Contribution"

the sum of £855,950 (eight hundred and fifty five thousand nine hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt

towards the provision of Affordable Housing within the London Borough of Camden

2.12 "Deficit"

a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of one million three hundred and twenty five thousand pounds (£1,325,000)

2.13 "the Development"

erection of a part four and part five storey building plus lower ground floor comprising 33 residential flats (1 x one bed, 20 x two bed, 9 x three bed and 3 x studio flats) and 3 three-storey townhouses (Class C3), following the demolition of the existing garden centre buildings as shown on drawing numbers:- Site Location Plan; (Prefix 0911 PL) 001; 002; 003; 100B; 101B; 102B; 103; 110; 120; Design and Access Statement (including Floorspace Schedule), produced by Dexter Moren Associate (DMA); Package of Application Drawings, produced by DMA; Planning Statement, produced by Indigo Planning; Noise Assessment, produced by Aulos Acoustics; Daylight/Sunlight Assessment, produced by Richard Hodgkinson Consultancy; Energy Statement, produced by Richard Hodgkinson Consultancy; Sustainability Statement, produced by Richard Hodgkinson Consultancy; Ecological Survey, produced by The Ecology Consultancy; Tree Survey/Arboricultural Statement, produced by A.P Arboriculture; and Affordable Housing Toolkit Assessment, produced by Savills.

2.14 "the Education Contribution

the sum of £56,904 (fifty six thousand nine hundred and four 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 provision of education needs arising in the London Borough of Camden

2.15 "the Energy Efficiency and Renewable Energy Plan"

a strategy 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 through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled *Energy Statement* dated 9 December 2011 by Richard Hodgkinson Consultancy;
- (b) details and method of installation of any CHP unit required to achieve Code 4 of Code for Sustainable Homes including full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating;
- (c) an Air Quality Assessment;
- (d) provision of a meter on any CHP unit so the Council can monitor how much energy is being derived from CHP;
- (e) details of how the Owner will further reduce the Development's carbon emissions from other renewable energy technologies located on the Property

ensuring the Owner will use Reasonable Endeavours to target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- (f) separate metering of all low and zero carbon technologies where possible to enable the monitoring of energy and carbon emissions and savings;
- (g) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (h) measures to enable future connection to a local energy network at the boundary of the Property;
- (i) 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;
- (j) 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

- (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

2.16 "the Environmental Contribution" the sum of £50,000 (fifty thousand pounds) to be paid by 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 provision of various pedestrian cycle and public realm improvements in the vicinity of the Development and/or improvements to the West Hampstead Interchange

2.17 "Existing Buildings" the buildings associated with the use of the Property as a garden centre existing as at the date of this Agreement

2.18 "the Highways Contribution" the sum of £37,901 (thirty seven thousand nine hundred and one 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 carrying out of works to the public highway and associated measures in the vicinity of the Property as are required due to the Development such works to include the following ("the Highways Works"):-

- (a) removal of three redundant crossovers;
- (b) re-pavement of footway adjacent to the Property;
- (c) provision of four new disabled parking bays adjacent to the Property including consultation and associated Traffic Management Orders and road markings;
- (d) any further works to the Public Highway in the vicinity of the Property that the Council reasonably considers necessary 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

2.19 "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 which for the avoidance of doubt shall include demolition of the Existing Buildings but for the purposes of this Agreement shall exclude archaeological works site or soil investigations ground investigations site survey works and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.20 "Intermediate Housing"

Affordable Housing at prices and rents which are:-

(i) above target rents but is substantially below open market levels; and

(ii) subject to service charges and estate management charges which are kept as low as reasonably possible

so as to be affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.51 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.21 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

(a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance

(b) for all other Intermediate Housing products provision will be on terms to be agreed by

the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.51 (or its successor policies)

- 2.22 "Intermediate Housing Units" the three units of Intermediate Housing forming part of the Development comprising 1 x 1-bed and 2 x 2-bed units the same as shown shaded green on Plan 2
- 2.23 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.24 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.25 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.26 "Occupation Date" the first date when any part of the Development is occupied but does not include occupation for the purposes of construction fitting out or provision of security and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.27 "the Parties" mean the Council and the Owner
- 2.28 "Plan 1" the plan marked "Plan 1" annexed hereto showing the Property
- 2.29 "Plan 2" the drawings numbered PL-100 rev B; PL-101 rev B and PL-102 rev B marked "Plan 2" annexed hereto showing the Intermediate

Housing Units and the Social Rented Housing Units

2.30 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 21 December 2011 for which a resolution to grant permission has been passed conditionally by reference number 2011/0051. The content of this document

2.31 "the Planning Officer"

a planning officer or from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices and approvals etc must be submitted in the manner prescribed at clause 6.1 hereof

2.32 "the Planning Permission"

a planning permission granted for the development substantially in the draft form annexed hereto

2.33 "the Post Construction Viability Assessment"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment

- (a) be presented substantially in the same form as the Owner's viability assessment submitted on 13 April 2012 (entitled *Toolkit 163 Iverson Road 10 Units Purchase Price*) which includes seven social rent units and three new-build homebuy units producing a residual value

of £1,195,000 (**"the Owner's Viability Assessment"**) or such other form as agreed by the Council in writing; and

- (b) be based on the same percentage developer's return on market housing value and the same percentage contractor's return on affordable housing cost as the Owner's Viability Assessment submitted on 13 April 2012 or such alternative percentages as agreed by the Council in writing

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

- (c) a copy of the Owner's Viability Assessment submitted on 13 April 2012 showing the residual value of the Development as £1,195,000;
- (d) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;
- (e) a solicitors certification confirming the sales of the residential units forming part of the Development were arm's length third party bona fide transactions and not:-

- (i) designed to reduce the revenue received from sales of the residential units forming part of the Development;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees; or
 - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;
- (g) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (h) any further information the Council acting reasonably requires

- 2.34 "the Property" the land known as Hampstead Garden Centre 163 Iverson Road London NW6 2RB the same as shown Plan 1
- 2.35 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.36 "the Public Open Space Contribution" the sum of £54,113 (fifty four thousand one hundred and thirteen 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

2.37 "Reasonable Endeavours"

where there is a reasonable endeavours obligation on the part of the Owner in this Agreement the Owner shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then on the other Party's request the Owner shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.38 "Registered Provider"

a registered provider of Affordable Housing registered as such by the Regulator

2.39 "Regulator"

means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

2.40 "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

- 2.41 "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
- 2.42 "Shared Ownership" a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
- 2.43 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
 - (b) service charges set reasonable level having regard to the social welfare system and benefits in place at the time;
 - (c) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
 - (d) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in

respect of all such units within the Development

2.44 Social Rented Housing Units” the seven units of Social Rented Housing forming part of the Affordable Housing Units comprising 1 x 2-bed and 6 x 3-bed units the same as shown shaded blue on Plan 2

2.45 “Surplus” a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of one million three hundred and twenty five thousand pounds (£1,325,000)

2.46 “the Sustainability Plan” a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) 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 in the Development and satisfy the aims and objectives of the Council’s strategic policies on sustainability contained within its Development Plan; and

- (c) 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

2.47 "the Training and
Employment Contribution"

the sum of £3,000 (three 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 towards the promotion of education and opportunities for jobs and employment and training within the London Borough of Camden

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

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

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Where under this Agreement any approval consent or agreement is required to be given by the Parties such approval consent or agreement shall not be unreasonably withheld or delayed.
- 3.9 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the owners shall not Occupy or permit Occupation of any part of the Development ..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect of requiring the Owner to cease to Occupy the Development until such time as the following has been undertaken:-
- a. the Council shall give notice to the Owner specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;
 - b. the Council shall state what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;

- c. a period of not less than 21 days shall be stated as the period within which the Owners shall be required to take such steps;
- d. the Council shall have obtained and be acting in accordance with the terms of an express Order of the High Court in England granting a mandatory Injunction in favour of the Council requiring the Owner to cease to Occupy the Development by reason of such breach or default;
- e. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner or any other Parties and the Council will give due consideration to any action the Owner is undertaking itself to rectify any breach arising within the Development
- f. it is expressly acknowledged by the Owner that notwithstanding the terms of this clause it shall at all times Occupy the Development in accordance with the terms of the obligations in this Agreement.

3.10 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.13 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.

- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.5 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.1.6 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except in

accordance with clause 6.9 or 6.11 of this Agreement) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.1.7 Occupants of Affordable Housing Units shall be liable to pay service charges and estate management charges (where such charges are applied) PROVIDED THAT such charges comply with the rent requirements for Social Rented Housing and Intermediate Housing.

4.1.8 The Owner or Registered Provider (as appropriate) shall procure that the service charges and estate management charges for Affordable Housing Units are kept as low as reasonably practicable and do not contravene the rent requirements for Social Rented Housing and Intermediate Housing.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

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

4.2.2 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.

4.2.3 The Owner acknowledges and agrees 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.

4.2.4 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 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 forthwith take any steps required to remedy such non-compliance.

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 4.2.1 above the Owner shall use 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 Reasonable Endeavours to ensure that at all times during the Construction Phase no less than two construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction 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 If the Owner is unable to provide the apprentices in accordance with Clause 4.3.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

(a) forthwith pay the Council the Additional Training and Employment Contribution in full and for the avoidance of doubt the Training and Employment Contribution is to be paid in addition to the Training and Employment Contribution and not in substitution of the same; and

(b) shall not Occupy or permit first Occupation until such time as the Additional Training and Employment Contribution has been paid in full.

4.3.5 Notwithstanding the provisions in clause 4.3.4 of this Agreement, during the Construction Phase the Owner shall use 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 the Kings Cross Construction Centre.

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 upon written notice from the Council forthwith take any steps reasonably required by the Council 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 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

- 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 Energy Efficiency and Renewable Energy 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 Energy Efficiency and Renewable Energy Plan.

4.6 **SUSTAINABILITY PLAN**

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

- 4.6.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

- 4.6.3 Not to Occupy or permit Occupation of the Property 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 incorporated into the Property.

- 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 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.

4.7 COMMUNITY FACILITIES CONTRIBUTION

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.
- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution in full.

4.8 EDUCATION CONTRIBUTION

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contributions in full.

ENVIRONMENTAL CONTRIBUTION

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.
- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Contribution in full.

4.10 PUBLIC OPEN SPACE CONTRIBUTION

- 4.10.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.11 **TRAINING AND EMPLOYMENT CONTRIBUTION**

4.11.1 On or prior to the Implementation Date to pay to the Council the Employment Training Contribution in full.

4.11.2 Not to Implement or to allow Implementation until such time as the Council has received the Employment Training Contribution in full.

4.12 **HIGHWAYS**

4.12.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) 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:-

- (i) received the Highways Contribution in full; and
- (ii) 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 Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") including detailed breakdown of costs expended by the Council in carrying out the Highway Works.

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

4.12.6 If the Certified Sum is less than the Highways Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

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 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.14.1 The Parties agree that notwithstanding the remaining clauses in 4.14 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full in which case the remainder of this clause 4.14 shall not apply.

4.14.2 To submit the Post Construction Viability Assessment to the Council for approval in writing either:-

(a) on the date of issue of the Certificate of Practical Completion; or

- (b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for no less than 17 residential units forming part of the Development and provides sufficient information to the Council to evidence the same.

4.14.3 Not to complete on the sale of more than 17 residential units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing.

4.14.4 Upon the issue of the approval of the Post Construction Viability Assessment the Council will provide to the Owner the following:-

- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post Construction Viability Assessment; and

- (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4 of this Agreement as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement.

4.14.5 If the Assessment Certified Sum exceeds the payment made under clause 2.33(f) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.14.6 In the event the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.

4.14.7 In the event the Post Construction Viability Assessment shows a Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.

4.14.8 In the event the Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the

Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.

4.14.9 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.

4.14.10 Not to Occupy or permit Occupation of any more than 23 residential units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

5. **OBLIGATIONS OF THE COUNCIL**

5.1 Upon receipt of the financial contributions pursuant to clause 4 of this Agreement the Council will apply such financial contributions towards the purpose for which they were received.

5.2 Upon receipt of written request of the same from the Owner the Council shall provide evidence to confirm the allocation and expenditure of the sums paid by the Owner under this Agreement ALWAYS PROVIDED the Owner will not make more than two requests per financial year.

5.2 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years from the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect ALWAYS PROVIDED that such request must be made by the Owner and received by the Council within 28 days of the date five years from the Occupation Date or this obligation shall not bind the Council.

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 Practical 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 2012/0099/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation ALWAYS PROVIDED that no fee shall be payable for provision of written confirmation of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any obligation provided by the Planning Obligations Monitoring Officer.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2012/0099/P.

5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN324ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/0099/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner the or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will upon receipt of written request from the Owner procure the cancellation of all entries made in the Local Land Charges Register and consent to the removal of the notice of this Agreement at the Land Registry.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
 - ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.

iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(a) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2012/0099/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any person (or person claiming title from such person) to whom an Registered Provider grants a Shared Ownership lease or any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1.

6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first

instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7. **RIGHTS OF THIRD PARTIES**

7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as its Deed the day and year first before written

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements 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 as a minimum 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) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) 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 local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

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.
- b) 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.
- c) 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. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) 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. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) 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.
- f) An electronic report shall be submitted to the Council's air quality officer 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.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) 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) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) 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 over the duration of the construction phase. 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 monitoring equipment in vehicles, eco-driver training, 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 Construction Management Plan 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 Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan 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 Construction Management Plan 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 Construction Management Plan applies.
- b) Proposed 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 Construction Management Plan 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 Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan 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 any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person 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 should form part of the consultation and be notified to the Council. 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 Construction Management Plan 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 Construction Management Plan 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 Construction Management Plan 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 the Local Development Framework (adopted November 2010). 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 within 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 use 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 Owner 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.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
HAMPSTEAD GARDEN CENTRE
163 IVERSON ROAD, LONDON NW6 2RB

EXECUTED AS A DEED BY)
WINBUSH PROPERTIES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Dir

.....
Director/Sec

THE COMMON SEAL OF THE MAYOR)
OF THE CORPORATION OF THE LONDON)
was hereunto)
Affixed by Order:-)

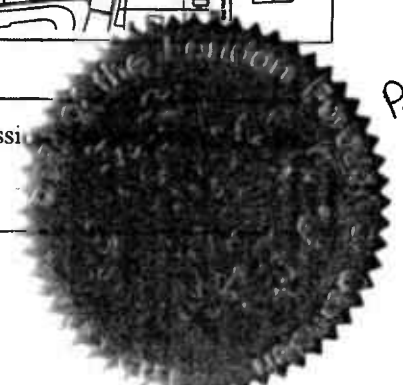
.....
Authorised Signatory



PLAN 1
HAMPSTEAD GARDEN CENTRE
163 IVERSON ROAD, LONDON NW6 2RB



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RJ

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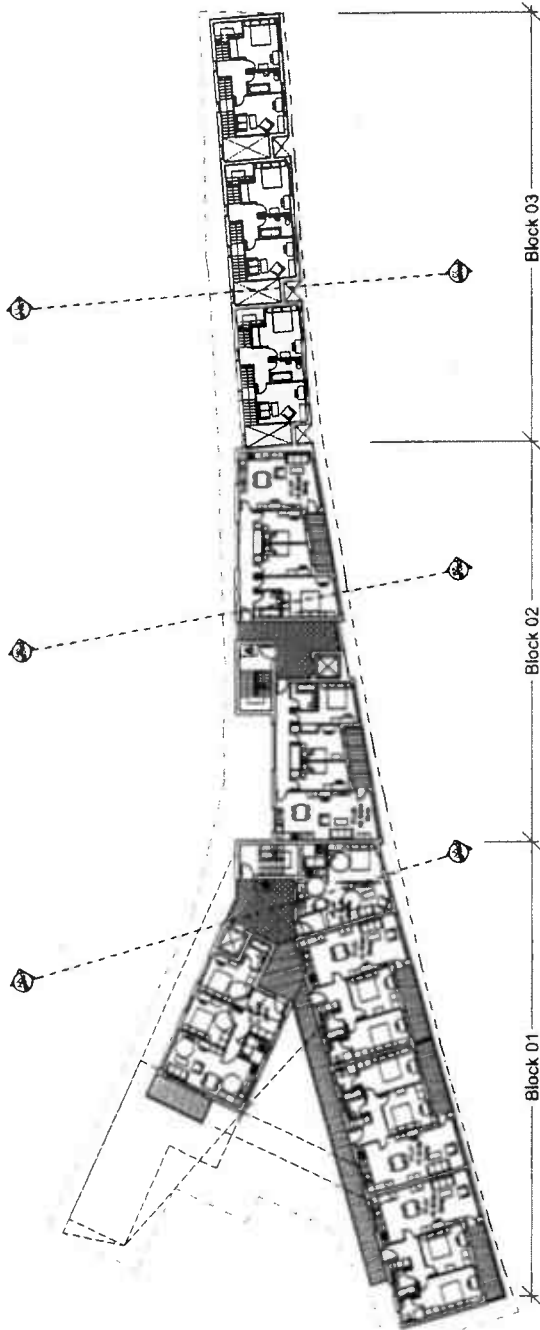
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PLAN 2

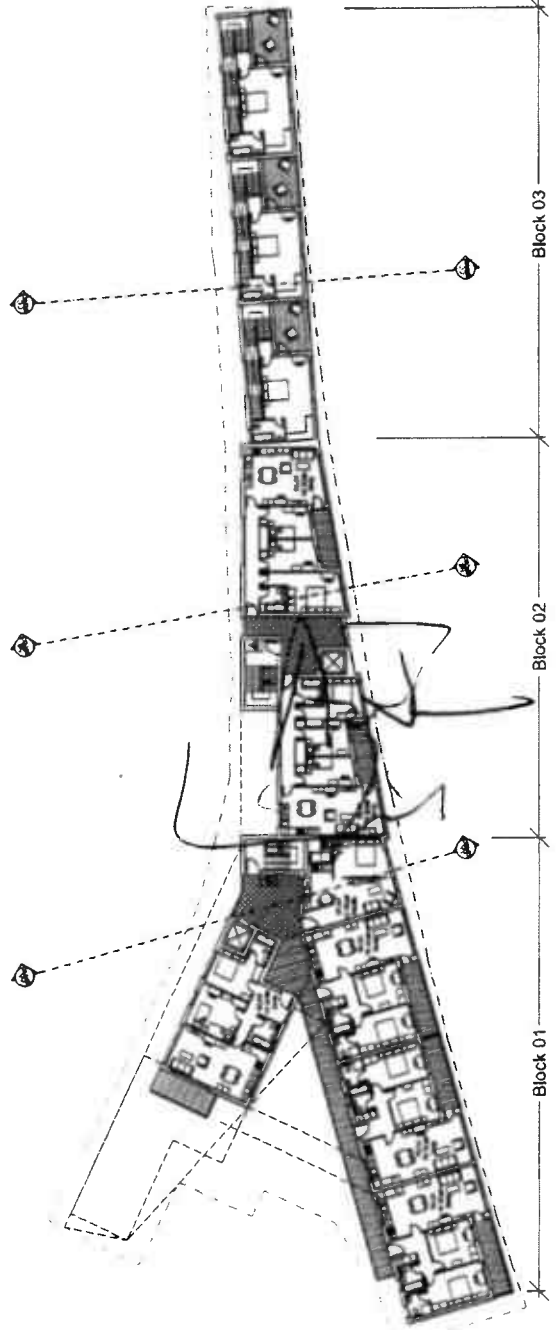


Affordable Housing provision key
 Social rented
 Shared ownership

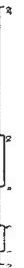
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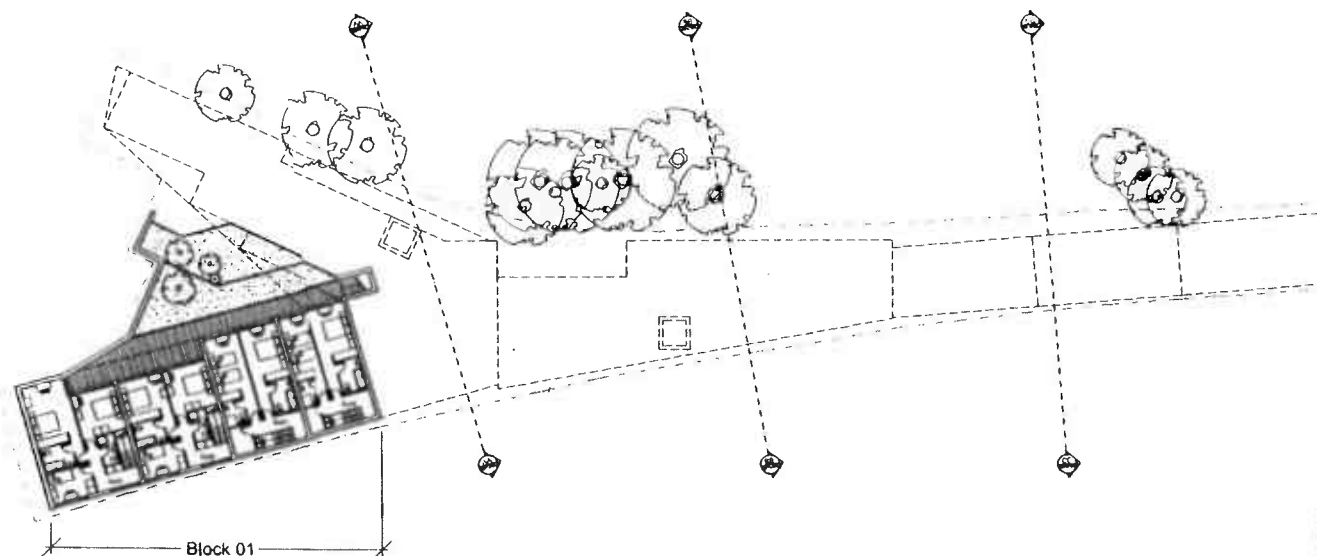


First Floor
 Scale 1:200



Second Floor
 Scale 1:200





PLAN 2

Affordable housing provision key

Social rented

Shared ownership

[illegible]

CD

[illegible]

NOTES





**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Indigo Planning
87 Chancery Lane
London
WC2A 1ET

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2012/0099/P**

15 November 2012

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Hampstead Garden Centre
163 Iverson Road
London
NW6 2RB

PROPOSAL

DECISION
Erection of a part four and part five storey building plus lower ground floor comprising 33 residential flats (1 x one bed, 20 x two bed, 9 x three bed and 3 x studio flats) and 3 three-storey townhouses (Class C3), following the demolition of the existing garden centre buildings.

Drawing Nos: Site Location Plan, (Prefix 0911 PL) 001; 002; 003; 100B; 101B; 102B; 103; 110; 120; Design and Access Statement (including Floorspace Schedule), produced by Dexter Moren Associate (DMA); Package of Application Drawings, produced by DMA; Planning Statement, produced by Indigo Planning; Noise Assessment, produced by Aulos Acoustics; Daylight/Sunlight Assessment, produced by Richard Hodgkinson Consultancy; Energy Statement, produced by Richard Hodgkinson Consultancy; Sustainability Statement, produced by Richard Hodgkinson Consultancy; Code for Sustainable Homes Pre assessment Report 08/12/2011, Ecological Survey, produced by The Ecology Consultancy; Tree Survey/Arboricultural Statement, produced by A.P Arboriculture; and Affordable Housing Toolkit Assessment, produced by Savills.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

A sample of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval. The sample panel shall be retained on site until the work has been completed.

To safeguard the appearance of the premises and the character of the surrounding area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

Plans or walls shall have been submitted to and approved in writing by the Council, shall be erected around the perimeter of the roof terrace areas indicated on the approved plans, prior to commencement of use of the roof terrace and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Prior to the commencement of works, a revised drawing is to be submitted to and approved in writing by the Council which illustrates the inclusion of a window within the flank wall of the eastern extent of House 03, this approved window shall be installed prior to the first occupation of this residential unit and shall be permanently retained and maintained thereafter.

Reason: In order to prevent opportunities for crime in accordance with the requirements of policy CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved in writing by the Council. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or 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 similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to the commencement of works a plan showing details of the green wall and green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green wall and green roof, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. Details shall also be submitted for the rain water harvesting tanks, including location and size, to serve the green wall and green roof. These details shall be fully provided in accordance with the approved details and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the commencement of works, details of new bird and bat habitat provision (locations and types) and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. Details should be in line with the recommendations set out in the ecological assessment (Ref: 111040 dated 06/12/2011). The new habitat shall be installed in accordance with the approved details prior to first occupation of the development and thereafter retained

and maintained, unless prior written permission is given by the local planning authority.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 Prior to the commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority and such system shall be implemented as part of the development and thereafter retained and maintained .

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies..

- 10 Prior to the commencement of works, a long-term Landscape and Habitat Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall be implemented in accordance with the approved

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 11 Following first occupation of the building, evidence that the a) bird and bat habitat provision, b) biodiverse roofs and c) other biodiversity enhancements have been installed in accordance with the approved details shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 12 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Tree works and tree protection shall be implemented as per the recommendations set out in the arboricultural report (ref: APA/AP/2011/062) hereby approved and shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction".

Reason: To ensure that the Council may be satisfied that the development will not

have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved in writing by the Council and the approved facility shall therefore be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policy CS5 and CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 14 No development shall take place until:

- a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and
- b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved in writing by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details.
- c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved in writing by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies..

- 15 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Before the development commences, details of the proposed cycle storage area for 53 cycles shall be submitted to and approved in writing by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Before the use commences noise mitigation shall be provided for the building in accordance with the Environmental Noise Model Report and Environmental Noise & Vibration Report prepared by Aulos Acoustics. The use shall thereafter be carried out in complete compliance with the approved scheme.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Before building works commence on the site, a scheme shall be submitted to and approved in writing by the Local Planning Authority providing for the insulation of the proposed dwelling unit(s) so that externally generated noise from railway and road traffic shall not cause internal noise levels to exceed an indoor ambient noise level in occupied rooms of 30 dB(A) LA eq (1hour) and individual noise event shall not exceed 45 dB L_{Amax}. The development shall be carried out in such a manner to ensure that the internal noise levels (from railway and road traffic) are to be retained for 10 years.

On completion, a test on each dwelling shall be carried out to verify compliance with this condition. A report shall be produced containing all raw data and showing how calculations have been made. A copy of such report shall be submitted to and approved in writing by the Local Planning Authority. The Noise report shall clearly state the standards used, measurements locations, raw tabulated and graphically represented data, time, date etc.

(For the residential accommodation the design and construction criteria for development of building shall have regard to the good criteria set out in BS 2222-1000 Sound insulation and noise reduction for buildings - Code of Practice The scheme shall include full details on noise mitigation measures to be incorporated including window glazing and room ventilation provisions Where ventilation is required it should be capable of achieving the same noise reduction as the closed glazing or building structure).

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Before building works commence on the site, a scheme shall be submitted to and approved in writing by the Local Planning Authority providing full details of the acoustic measures to be incorporated to ensure that the steady noise level does not exceed 50 LAeq,T dB in open spaces (including balconies) and open communal areas.

The development shall be carried out in such a manner to ensure that the above noise levels (from railway and road traffic) are to be retained (including maintenance) for the next 15 years.

On completion a test on each open communal including balconies shall be carried out to verify compliance with this condition. A report shall be produced containing all raw data and showing how calculations have been made. A copy of such report shall be submitted to and approved in writing by the Local Planning Authority. The Noise report shall clearly contain standards used, measurements locations, raw tabulated and graphically represented data, time, date etc.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 20 Before building works commence on the site, a scheme shall be submitted to and approved in writing by the Local Planning Authority providing for the insulation of the proposed dwelling unit(s) so that externally generated vibration from road and railway traffic do not cause any discomfort to its occupants as measured and interpreted by BS.6472:1992 "Evaluation of human exposure to vibration in buildings [1 Hz to 80 Hz]."

The scheme shall provide adequate insulation to prevent the transmission vibration from railway and road traffic to levels that are not perceived by the occupants as measured in BS.6472:1992 "Evaluation of human exposure to vibration in buildings [1 Hz to 80 Hz]."

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 21 (i) Any plant machinery, plant or equipment including air ventilation equipment ("machinery") installed or operated in connection with the carrying out of this permission shall be so enclosed and/or attenuated and or sited that the noise generated by the operation of the machinery shall not increase the pre-existing (Daytime (07:00 to 23:00hrs) background noise levels during day time expressed as LA90 [1hour] (day time 07:00-23:00 hours) and Night time (23:00 to 07:00hrs)and/or (b) LA90 [5 mins] during night time (night time 23:00-07:00 hours) at any adjoining noise sensitive locations or premises in separate occupation above that prevailing when the machinery is not operating. The development shall be carried out in such a manner to ensure that the above noise levels are permanently retained thereafter. Noise measurements for the purpose of this condition shall be pursuant to BS

4142:1997

On commissioning the machinery and prior to the building being occupied a noise survey shall be carried out to ascertain the above noise levels from the machinery are being met. A Noise Report shall be submitted to and approved in writing by the Local Planning Authority. The Noise Report shall clearly contain a map/plan showing all measurements locations, tabulated and graphically raw data, calculations /façade corrections /assumptions made, time date, etc.

(ii) All plant and machinery, and ventilation ducting shall be installed so as to prevent the transmission of noise and vibration within the building and/or at the boundary of any noise sensitive premises either attached to or in the vicinity of the premises to which this application refers.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 22 The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Location Plan; (Prefix 0911 PL) 001; 002; 003; 100B; 101B; 102B; 103; 110; 120; Design and Access Statement (including Floorspace Schedule), produced by Dexter Moren Associate (DMA); Package of Application Drawings, produced by DMA; Planning Statement, produced by Indigo Planning; Noise Assessment, produced by Aulos Acoustics; Daylight/Sunlight Assessment, produced by Richard Hodgkinson Consultancy; Energy Statement, produced by Richard Hodgkinson Consultancy; Sustainability Statement, produced by Richard Hodgkinson Consultancy; Code for Sustainable Homes Pre assessment Report 08/12/2011, Ecological Survey, produced by The Ecology Consultancy; Tree Survey/Arboricultural Statement, produced by A.P. Arboriculture, and Affordable Housing Toolkit Assessment, produced by Savills.

Reason:

For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel.

No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of the NPPF by building up the data base of up to date ecological information and this will help in future decision making
- 5 This consent 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 and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6956) or email highwayengineering@camden.gov.uk
- 6 You are advised that the Transport Strategy Team should be consulted regarding the construction of the crossover on the public highway and any other work to,

under, or over, the public highway, including vaults and thresholds. tel: 020-7974 3343 for further advice and information.

- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ
- 9 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 10 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 11 Reasons for granting planning permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS3 (Other highly accessible areas); CS5 (managing impact of growth); CS6 (providing quality homes); CS7 (Promoting Camden's centres and shops); CS10 (supporting community facilities and services); CS11 (sustainable travel); CS13 (tackling climate change); CS14 (high quality places and conserving heritage); CS15 (parks, open spaces and biodiversity); CS16 (health and wellbeing); CS17 (safer places); CS18 (waste and recycling); CS19 (delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 (mixed use development); DP2 (making full use of housing capacity); DP3 (contributions to the supply of affordable housing); DP5 (homes of different sizes); DP6 (lifetime homes and wheelchair housing); DP10 (Helping and promoting small and independent shops); DP15 (community and leisure uses); DP16 (transport implications of development); DP17 (walking, cycling and public transport); DP18 (parking standards); DP20 (movement of goods and materials); DP21 (highway network); DP22 (promoting sustainable design and construction); DP23 (water); DP24 (high quality design); DP25 (conserving Camden's heritage); DP26 (impact on occupiers and neighbours); DP27 (basements); DP28 (noise and vibration); DP29 (improving access); DP31 (open space and outdoor recreation); DP32 (air quality and clear zone).

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED 12 December

2012

(1) WINBUSH PROPERTIES LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as
HAMPSTEAD GARDEN CENTRE
163 IVERSON ROAD, LONDON NW6 2RB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

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(CMP, CF, HC, SP, EC, POSC, LETC, EEP, LL, LP, CFC, PTI)
CLS/COM/LMM/1685.1349
s106 15.11.12 FINAL