

DATED

28th April

2015

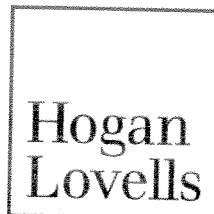
THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN

- and -

KING'S CROSS CENTRAL (TRUSTEE NO. ONE) LIMITED  
AND KING'S CROSS CENTRAL (TRUSTEE NO. TWO)  
LIMITED

1. SUPPLEMENTAL AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN  
AND COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER POWERS;  
AND
2. DEED OF VARIATION PURSUANT TO SECTION 106A OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 AND OTHER POWERS

RELATING TO THE SECTION 106 AGREEMENT DATED 22 DECEMBER 2006  
FOR KING'S CROSS CENTRAL LONDON



1Y0724.000380  
C2/GALLIMOM/4590188

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG



THIS DEED made on

28th April 2015

**BETWEEN:**

- (1) **The Mayor and Burgesses of the London Borough of Camden** of Town Hall, Judd Street, London WC1H 9LP (the "**Council**") which expression shall include its statutory or other successors;
- (2) **King's Cross Central (Trustee No. One) Limited** (company registration number 06387698) and **King's Cross Central (Trustee No. Two) Limited** (company registration number 06387722) both of 4 Stable Street, London N1C 4AB acting as trustees on behalf of **King's Cross Central Limited Partnership** (registered with number LP12617 under the Limited Partnership Act 1907) acting by its general partner **King's Cross Central General Partner Limited** (registered in England and Wales with company number 06387691) whose registered office is at 4 Stable Street, London N1C 4AB together called (the "**Developer**") which expression shall include its successors in title and assigns.

**WHEREAS:**

- (A) On 22 December 2006 the Council, the Secretary of State for Transport, London & Continental Railways Limited, National Carriers Limited, Argent (King's Cross) Limited and TfL entered into a Deed pursuant to the provisions of s106 Town and Country Planning Act 1990 as amended and other enabling powers (the "**Agreement**").
- (B) The Agreement was varied by Deeds of Variation dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011, 20 June 2012, 8 August 2012, 15 January 2013, 17 September 2013 and 13 June 2014.
- (C) As set out in Schedule 5 of the Deed dated 15 January 2013, the Developer has so far Delivered the equivalent of 450 Affordable Housing Units within Development Plots J, R4, R5, T1 and P1.
- (D) In addition to the Affordable Housing set out at recital C, the Developer has Delivered 387 Market Housing units within the same plots (114 units within Development Plot J, 95 units within Development Plot T1 and 178 units within Development Plot P1).
- (E) The Affordable Housing Units remaining to be delivered pursuant to Section NN of the Agreement prior to the date of this Deed were also set out in Schedule 5 of the Deed dated 15 January 2013, such Schedule being annexed at Schedule 1 to this Deed.
- (F) The policy and funding context for delivering Affordable Housing have changed very significantly since completion of the Agreement, such that it is no longer appropriate to deliver the units identified as remaining to be delivered in Schedule 1 in accordance with the Agreement.
- (G) The Council and the Developer have held discussions of the kind contemplated at Part 2, section NN, paragraph 20 of the Agreement, regarding the number, type and tenure of Affordable Housing units that may be delivered in accordance with the Council's priorities.
- (H) The Council considers that the provisions of this Deed represent a better outcome for Affordable Housing than the fixed outcome of the second stage of the cascade process at Schedule NN, Part 4 of the Agreement.
- (I) In relation to Section MM of the Agreement the Council considers that the need for a Nursing Home has changed since the Agreement was entered into. There is no identified need for nursing, residential or extra care beds for older people and, given the existing

constraints on Council budgets, it is not considered to be in the public interest to invest the level of funding required into the facility previously contemplated and provided for in the Agreement. Accordingly the parties have agreed that it is appropriate to delete section MM of the Agreement.

- (J) The Council and the Developer have agreed to vary the Agreement and to enter into supplemental obligations as set out in this Deed of Variation (the "Deed").

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. This Deed is entered into by the parties pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and all other powers enabling the Council in this behalf.
2. Save as expressly provided in this Deed the words and expressions used in this Deed shall have the same meaning as in the Agreement.
3. Saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Agreement shall continue to have full force and effect.
4. **NEW AFFORDABLE HOUSING PROVISION**
  - 4.1 From the date of this Deed, the provisions of Part 2 Section NN (Housing and Affordable Housing) of the Agreement shall have no further effect save in respect of those Affordable Housing Units Delivered within Development Plots J, R4, R5, T1 and P1.
  - 4.2 From the date of this Deed, Schedule 2 to this Deed shall apply to those Affordable Housing Units (as defined in Schedule 2 hereto) remaining to be delivered in accordance with Schedule 1 of this Deed.
  - 4.3 From the date of this Deed, the definition of "Affordable Housing Provider" shall be amended to read as follows:

"An organisation delivering Affordable Housing including a Registered Social Landlord and any other appropriate bodies that the Council has approved as meeting the following qualifying criteria:

    - (i) it must be able to demonstrate excellence in estate management;
    - (ii) it must be able to demonstrate excellence in tenant management

and "AHP" shall be construed accordingly."
  - 4.4 From the date of this Deed, the following shall be deleted from Schedule 3 to the Agreement (SUMS WHICH ARE TO BE INDEX LINKED AND THE BASIS OF INDEXATION):

"Section NN

Housing and Affordable Housing

Paragraph 8 see Schedule Affordable Housing Transfer Prices

TPI"
  - 4.5 To the extent that any other consequential amendments should be made to the Agreement in order to give proper effect to the provisions of this Deed such consequential amendments shall be deemed to have been incorporated in this Deed

5. **NURSING HOME**

Section MM (Nursing Home) of the Agreement shall be deleted and the Heads of Terms for the Lease of Nursing Homes at King's Cross Central, London shall be deleted from Schedule 2 to the Agreement.

6. **GENERAL**

6.1 The Agreement shall be read and constructed as if the variations and supplemental provisions set out in clauses above had appeared in the Agreement as originally executed.

6.2 This Deed shall be registered as a local land charge by the Council.

6.3 The Developer agrees to pay the Council (on or prior to completion of this Deed) its reasonable and proper legal costs not exceeding £650 incurred in relation to the completion of this Deed.

**IN WITNESS** whereof the parties have duly executed this Deed on the date first before written.

**SCHEDULE 1**

**DELIVERED HOUSING MIX**

S106 Deed of Variation in Respect of P1: Schedule 5 - Agreed Housing Delivery Pursuant to Schedule NN of the Agreement

Building	No. of Affordable Units																			
	750										250									
	Social Rented 500										Intermediate 250									
	General Needs Social Rented										Shared Equity									
	412										40									
Unit Sizes (Net Internal)	Key Worker Sub-Market Rented										Homebuy									
	88										50									
1 bed	2 bed										2 bed									
	80										8									
48m <sup>2</sup>	61 m <sup>2</sup>										61 m <sup>2</sup>									
	No.										No.									
87	80										No.									
	No.										No.									
16	13										13									
	No.										No.									
21	0										0									
	No.										No.									
0	0										0									
	No.										No.									
37	34										34									
	No.										No.									
14	0										0									
	No.										No.									
13	11										11									
	No.										No.									
27	11										11									
	No.										No.									
Sub-total	22										22									
	No.										No.									
Total	132										132									
	No.										No.									
Coming Forward	13										13									
	No.										No.									
Under Construction + Coming Forward	23										23									
	No.										No.									
Remaining Post 11/11	35										35									
	No.										No.									
Total	450										450									
	No.										No.									

Notes:

1. Takes into account the agreed 'swap' on R4. 10 shared ownership units are provided instead of 19 Keyworker Sub-Market Rented units and 15 supported housing units are provided in lieu of 21 Specialist Social Rented.
2. Takes into account the agreed 'swap' for R5. 40 extra care units are provided in lieu of 67 Specialist Social Rented units and 40 Shared Ownership units are provided in lieu of 21 Specialist Social Rented.
3. The T1 figures assume the 20 'open market/intermediate' units permitted under 2009/0415/P are all delivered as open market which is KCCLP's intention.
4. The P1 figures show the delivery of 12 Shared Ownership and 22 Affordable Rent units in lieu of 34 General Needs Social Rented units as per Ed Watson's letter of 29 June 2012.
5. The P1 figures are based on the deed of variation.
6. DSF would deliver 77 units, 25 of which would be Key Worker Sub-Market Rented units. The other 52 would be in lieu of 38 General Needs Social Rented units (as per clause 6.6 of the Deed of Variation).
7. The Frank Barnes school floorspace would be in lieu of a further 22 General Needs Social Rented units (as per clause 6.1 of the draft Deed of Variation).





SCHEDULE 2

SUPPLEMENTAL PROVISIONS RELATING TO HOUSING AND AFFORDABLE HOUSING

DEFINITIONS

"Affordable Housing"	Low cost housing provided to those households who cannot afford to occupy homes available in the open market comprising Social Rented and Intermediate Housing.
"Affordable Housing Floorspace"	A minimum of 46,976 sq m GEA of Affordable Housing floorspace to deliver 37,581 sq m NIFA within the Site, such floorspace to provide 637 units of Affordable Housing under the Baseline Mix.
"Affordable Housing Units"	The Social Rented units and the Intermediate Housing Units.
" Baseline Mix"	The provision of the Affordable Housing Floorspace as 637 Affordable Housing Units within the Site in accordance with the Delivered Affordable Housing Mix and the Remaining Baseline Mix.
"Child Density"	The density of child population (such children aged between nought and seventeen) within the Residential Units forming part of the Development, the calculation for the Baseline Mix to not exceed twenty-three per cent (23%) in accordance with the Population and Child Yields table in Schedule 3.
"Delivered"	Either:  (a) Practically Completed; or  (b) Transferred to an AHP subject to a contract for the Practical Completion of the Affordable Housing Units within twelve (12) months  And "Delivery" shall be construed accordingly.
"Delivered Affordable Housing Mix"	The delivered Affordable Housing Units in Development Plots J, R4, R5, T1 and P1 as set out in Schedule 1.
"Estate Management Charges"	The reasonable and proper costs incurred by the Developer in the estate management of the Development and attributable to Affordable Housing Units such costs to include (but not be limited to) provision of the following services:  (a) Cleaning of the estate, including operations such as sweeping, mopping, jet-washing and de-greasing;

- (b) Litter picking;
- (c) Emptying of external litter bins;
- (d) Cleaning of compactor areas;
- (e) Repairs and maintenance (including planned preventative maintenance) within the estate including water features, railings, bollards, bins, lamp-posts, grilles, louvers and lanterns;
- (f) Checking and replacement of lamps;
- (g) Checking and cleaning of drains and gulleys;
- (h) Seasonal grounds maintenance including trees, grass and planters and weed control
- (i) Pest control;
- (j) Public safety warden patrols;
- (k) CCTV; and
- (l) Traffic management where required.

**"General Needs Social Rented"**

Social Rented housing available to meet housing needs of those unable to occupy homes available in the open market to be let at rents which are in accordance with Target Rents.

**"Housing Delivery Plan"**

A housing plan including details for each tranche of Residential Units which includes Affordable Housing Units brought forward by the Developer in the delivery of the Development to include the following information (subject to the specific requirements of (h)):

- (a) the details required under Condition 24 attached to the Planning Permission, such details being those set out in (b) to (g) below;
- (b) the number of units, size, dwelling and tenure mix;
- (c) the stage reached in the tendering/procurement of the Social Rented and Sub-Market Units;
- (d) the confirmed or anticipated (as appropriate) dates for the start of construction and Practical Completion of the relevant units;
- (e) the confirmed or anticipated ownership and management arrangements for each tenure of the relevant Affordable Housing Units;
- (f) the number, unit size and mix of Wheelchair

Accessible Homes and their storey level;

- (g) the quantity and type of private residential amenity space to be provided for the relevant units;
- (h) for each tranche of Residential Units after the first 1,000 Residential Units have been brought forward, an illustrative housing distribution plan which demonstrates that the mix of the Affordable Housing Units remaining to be brought forward within the Development can properly be delivered;
- (i) details of the design of the Affordable Housing Units with a view inter alia to show the following:
  - (i) if the relevant tranche contains the provision of a lower percentage of Wheelchair Accessible Homes than required for the scheme as a whole, that the balance of Wheelchair Accessible Homes remaining to be brought forward within the Development can properly be delivered having regard to design considerations in relation to such balance of the Development
  - (ii) that the Affordable Housing Units have been designed with the aim of keeping as low as reasonably practicable Service Charge costs to the Affordable Housing Units.

**"Intermediate Housing"**

Affordable Housing which is not Social Rented Housing and which is made available at a discount from Market Housing to households who would not otherwise have been able to afford adequate housing on the open market.

**"Intermediate Housing Units"**

The 60 units of Intermediate Housing within the Remaining Baseline Mix comprising 60 Sub-Market Housing units or such other forms of Intermediate Housing tenure as may be substituted subject to the Developer or AHP (as appropriate) demonstrating to the Council's reasonable satisfaction that the housing is similarly affordable.

**"Local Lettings Plan"**

A plan setting out a sensitive lettings policy for the lettings of certain Affordable Housing Units within the Development the underlying objectives of which shall be to:

- (a) establish and sustain a mixed, stable and sustainable community at the development;
- (b) foster a sense of ownership and community;
- (c) learn from the profile of successful high density developments that have matured over a number of years; and
- (d) facilitate effective management of the development.

**"Market Housing"**

Residential Units within the Development (excluding Student Accommodation) which are not Affordable Housing Units.

**"Marketing Plan"**

a plan setting out the marketing methods to be carried out in relation to the sale of the Sub Market Housing under part (a) of that definition to persons eligible for Intermediate Housing.

**"NIFA"**

The net internal floor area of residential units including bedrooms, bathrooms, living and other rooms and internal divisions but excluding all shared/party walls between units and external walls or parts thereof.

**"Open Market Rent"**

The rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

**"Open Market Value"**

A price to be calculated in accordance with the definition of "Market Value" at Practice Statement 3.2 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

**"Preferred AHP"**

The AHP who best meets the Qualifying Terms and who is selected by the Developer to deliver the Affordable Housing Units in the Remaining Baseline Mix.

**"Qualifying Terms"**

Terms for a contract for the transfer of Affordable Housing Units such that the purchasing AHP:

- (a) commits to complete the purchase within a reasonable period following exchange of contracts;
- (b) for Social Rented units, commits to enter into the appropriate nominations agreement that adheres to the Local Lettings Plan and

complies with the Sustainable Estates Policy;

- (c) commits to deliver Affordable Housing within the relevant definitions as set out in this Agreement and complies with other relevant terms of this Agreement insofar as they affect the property being transferred;
- (d) commits to meeting any qualifying terms included in any Housing Delivery Plan which has been approved at the time of any tender for that tranche of Affordable Housing.

**"Registered Social Landlord"**

A registered social landlord registered as such by the Housing Corporation under Section 1 of the Housing Act 1996 or under such statutory regime as may replace it from time to time and "RSL" shall be construed accordingly.

**"Remaining Baseline Mix"**

The provision of the remaining Affordable Housing Floorspace as 187 Affordable Housing Units within the Site as set out in Schedule 4.

**"Residential Floorspace"**

A minimum of 137,200 sq m GEA of residential floorspace including Affordable Housing and Market Housing (but excluding any Student Accommodation) to be used for purposes within Class C3 of the Use Classes Order.

**"Service Charges"**

The reasonable and proper costs incurred by the Developer and/or AHP in the maintenance management and upkeep of the common areas and general fabric of the buildings containing Affordable Housing within the Development.

**"Social Rented"**

Affordable Housing including General Needs Social Rented to meet the housing needs of those eligible for nomination through the Council's housing allocation scheme (which shall apply to the Development in accordance with the Local Lettings Plan) available at rents which are in accordance with Target Rents.

**"Social Rented Floorspace"**

A minimum of 39,568 sq m GEA of Social Rented Housing floorspace within the Site, to deliver 31,655 sq m NIFA, such floorspace to provide 479 units of Social Rented Housing, in accordance with the Delivered Affordable Housing Mix at Schedule 1 and the Remaining Baseline Mix at Schedule 4.

**"Sub Market Housing"**

A specialist form of Intermediate Housing in which the unit is either:

- (a) sold for the lower of:

- (i) 80% of the Open Market Value; or
  - (ii) 4 x the maximum household income for persons eligible for Intermediate Housing as set out in the London Plan as amended from time to time or the most recent London Plan Annual Monitoring Report or any other update of affordability criteria published by the Mayor of London from time to time; or
- (b) available for rent at a rental price which is no more than 80% of Open Market Rent (a minimum of 20% below Open Market Rent).

**"Sustainable Estates Policy"**

A policy adopted by the Council in the management of certain housing within the borough of the nature adopted at Maiden Lane, Durdans House, King's Cross including Flaxman Court, 25 Gresse Street and 38-40 Grafton Way and other estates to enable the achievement of a balanced and stable mix of residents.

**"Target Rents"**

Rents calculated in accordance with the formula set out in the Guide to Social Rent Reforms in the Local Authority Sector published by the Department of the Environment, Transport and the Regions in March 2001 or such amended formula published by the Government from time to time.

**"Use Classes Order"**

The Town and Country Planning (Use Classes) Order 1987 as amended.

**"Wheelchair Accessible Homes"**

Housing that:

- (a) meets the minimum requirements of the Wheelchair Housing Design Guide 1997 published by the National Wheelchair Housing Association Group (NATWHAG) and as amended from time to time as set out in Appendix 5 of the GLA Supplementary Planning Guidance "Accessible London: achieving an inclusive environment" dated April 2004 reproduced at Schedule 5 as amended from time to time; or
- (b) is easily adaptable at a reasonable cost for residents who are wheelchair users.

**OBLIGATIONS**

**1. DELIVERY OF AFFORDABLE HOUSING**

- 1.1 Subject to sub paragraph 2.2 which provides for agreed variation to the Baseline Mix and unless otherwise agreed in writing with the Council, the Developer shall deliver the

Affordable Housing Floorspace such that no more than 1,625 Residential Units shall be occupied until at least 562 Affordable Housing Units have been Delivered.

- 1.2 Subject to sub paragraph 2.2 which provides for agreed variation to the Baseline Mix, no more than 1,400 Residential Units shall be occupied until the Developer and the Council have agreed a mechanism to ensure the Delivery of the final 75 Affordable Housing Units under the Baseline Mix.

## **2. BASELINE MIX**

- 2.1 Subject to sub paragraph 2.2 the Developer shall provide the remaining Affordable Housing Floorspace in accordance with the Remaining Baseline Mix at Schedule 4.
- 2.2 The Developer and the Council shall both use reasonable endeavours to agree any variation to the Remaining Baseline Mix and the consequential amendments to the thresholds in sub paragraph 1.1, always provided that any agreed variation must meet the following criteria:
  - (a) the variation achieves a mix of unit sizes reasonably preferred by the Council;
  - (b) the variation is consistent with the projected Child Density calculation not exceeding twenty three per cent (23%);
  - (c) the total number of Social Rented units will not exceed 479; and
  - (d) the variation will not lead to a material reduction in the ratio between NIFA and GEA compared with the Baseline Mix.

## **3. LOCATION/DISTRIBUTION AND RETENTION OF AFFORDABLE HOUSING**

- 3.1 Affordable Housing Units Delivered in accordance with Schedule 1 and Schedule 4 will be located within at least three of the following Development Zones; J, P, R, S and T.
- 3.2 Subject to the terms of this Agreement, the Affordable Housing Units shall be used, occupied and retained for the purpose of providing Affordable Housing.

## **4. HOUSING DELIVERY PLAN**

- 4.1 For each tranche of Affordable Housing Units, the Developer shall submit a Housing Delivery Plan to the Council for approval in accordance with the Review Procedure as part of but also amplifying the submission made in accordance with Condition 24 of the Planning Permission.
- 4.2 The Developer shall deliver each tranche of Affordable Housing Units in accordance with the approved Housing Delivery Plan and the terms of this Agreement.

## **5. APPROVED HOUSING DELIVERY PLANS**

The Council has already approved Housing Delivery Plans in relation to those units in Schedule 1. Some of those Housing Delivery Plans confirm that defined numbers, types and/or tenures of units are to be provided in lieu of parts of the Baseline Mix and these approved substitutions are reflected in the Delivered Affordable Housing Mix in Schedule 1.

**6. MARKETING OF INTERMEDIATE HOUSING**

The Council will use reasonable endeavours to assist the Developer and any AHP in marketing and where appropriate promoting the availability of Intermediate Housing to its existing tenants, such reasonable endeavours to include (but not be limited to) the provision of appropriate non-sensitive data on households in housing need utilising information from the Council's own waiting list and any data held at the Sub-Regional Level.

**7. SUB-MARKET HOUSING**

7.1 For each tranche of Affordable Housing Units including Sub-Market Housing, the Developer shall confirm to the Council how many units meet part (a) of the definition of Sub-Market Housing and how many units meet part (b) of the same definition. The Developer shall use reasonable endeavours to deliver the relevant units in accordance with part (b) of the same definition, however it may deliver units in accordance with part (a) of the same definition if that is reasonably required for reasons of funding or deliverability.

7.2 For any Sub Market Housing units that meet part (a) of the same definition, the Developer and the Council shall agree in accordance with the Review Procedure:

- (a) the form of the covenant to be imposed on every lease granted, transferred or imposed;
- (b) the Marketing Plan to be followed for all initial sales and subsequent re-sales; and
- (c) those persons that shall be eligible to buy relevant Sub Market Housing.

7.3 The Developer shall only market, sell or permit the sale of any Sub Market Housing unit under part (a) of the same definition in accordance with the details so agreed.

7.4 The Developer shall ensure there is provision within the Sub Market Housing units delivered in accordance with part (b) of the same definition for households with a range of incomes below the upper income threshold for intermediate housing published from time to time by the Mayor of London in his annual monitoring report, which at the date of this Deed is £66,000 per annum or £80,000 per annum for intermediate family housing for households with dependents.

7.5 The Sub Market Housing units delivered in accordance with part (b) of the same definition shall be made available in the following priority order:

- (a) existing local authority or registered provider tenants within the London Borough of Camden;
- (b) other residents in the London Borough of Camden;
- (c) other households not falling within the above categories but who require affordable rented accommodation and who would not otherwise be able to afford adequate housing generally on the open market.

**8. WHEELCHAIR ACCESSIBLE HOMES**

8.1 Subject to sub paragraph 8.2 the Developer shall provide ten per cent (10%) of the Social Rented units as Wheelchair Accessible Homes.



- 8.2 The Council will agree to a reduction in the percentage of Wheelchair Accessible Homes referred to in sub paragraph 8.1 if the Developer can demonstrate to the Council's reasonable satisfaction that:
- (a) the lower percentage would meet the need for those units within the Borough at the time of delivery; or
  - (b) the relevant funding, design and other delivery mechanisms justify a lower percentage.
- 8.3 The Social Rented Wheelchair Accessible Homes shall be provided and accommodated within the Social Rented Floorspace of 31,655 sq m NIFA.
- 8.4 The Developer shall provide up to ten per cent (10%) of Market Housing and Intermediate Housing as Wheelchair Accessible Homes, the percentage to be derived from appropriate professionally undertaken local research into the likely take up of such units within LB Camden and consideration of the relevant funding, design and other delivery mechanisms such research to be undertaken to the reasonable satisfaction of the Council.
- 8.5 The Council will agree to a percentage of Wheelchair Accessible Homes referred to in sub paragraph 8.4 lower than ten per cent (10%) in circumstances where:
- (a) the research referred to in sub paragraph 8.4 shows that the lower percentage would meet the likely take up of such units within LB Camden at the time of delivery; or
  - (b) the Developer can demonstrate to the Council's reasonable satisfaction that the relevant funding, design and other delivery mechanisms justify a lower percentage.
- 8.6 The Developer may provide Wheelchair Accessible Homes on upper floors provided that there is suitable lift access and the internal floor arrangements can accommodate wheelchairs/disabled persons.
9. **CAR PARKING**
- 9.1 Car parking will be provided for Affordable Housing Units as follows:
- (a) Social Rented housing: such that, taking account of the parking made available for Social Rented Wheelchair Accessible Homes the car parking space ratio is no higher than 0.25 space per unit. Prioritisation shall be given to the Wheelchair Accessible Homes and, thereafter, larger (3 and 4 bedroom) units; and
  - (b) Intermediate Housing: Sub-Market Housing studio units (38 sq m net) shall not have the benefit of car parking spaces.
10. **DESIGN AND DELIVERY**
- 10.1 Social Rented units will be provided in accordance with the Housing Corporation Scheme Development Standards (or their replacement) as amended from time to time if the relevant AHP is in receipt of or will be receiving Housing Corporation Grant to help fund the delivery of such units.
- 10.2 The Developer will design Affordable Housing Units in accordance with the requirements of this Agreement so that there is no significant difference between buildings of different

tenures in terms of their generic design quality and workmanship with respect to the external envelope of such buildings always provided this will not limit:

- (a) the Developer's scope to utilise external cladding materials for Affordable Housing Units commensurate with (i) keeping development costs (excluding land value, site infrastructure and planning obligations) in line with the likely level of financial receipts from an AHP as far as reasonably practicable and (ii) the aim of keeping Service Charges affordable. The parties acknowledge that as an example there is scope for the Developer to utilise a higher solid:glazing ratio on Affordable Housing Units than Market Housing; and
- (b) the Developer's scope to incorporate diversity in the design of the Residential Units at the Development in order to create a desirable urban environment.

10.3 The Developer shall carry out all works of construction, conversion and fitting out in a good and workmanlike manner using good quality materials to make the Affordable Housing Units suitable for occupation as Affordable Housing.

#### 11. LOCAL LETTINGS PLAN

11.1 Lettings of Social Rented units within the Site will be subject to the operation of the Local Lettings Plan which sets out how the Council's housing allocation scheme shall apply within the Development.

11.2 The Developer, One Housing Group and the Council prepared jointly the first Local Lettings Plan reproduced at Schedule 6.

11.3 The Local Lettings Plan will be reviewed jointly thereafter at least every two (2) years from the First Occupation of any Social Rented unit in the Development. The updated Local Lettings Plan shall be subject to the approval of the Developer, the Council and the relevant AHPs in order to achieve the underlying objectives of the Local Lettings Plan.

11.4 Reviews of the Local Lettings Plan will take into account inter alia the characteristics of the existing community and will be used to inform future lettings.

11.5 The issues that will be addressed within the Local Lettings Plan reviews will include:

- (a) the need to achieve a balanced mix of incomes across all forms of Affordable Housing tenure and, to the extent it is appropriate to do so in order to achieve (b) to (g) below, within all forms of Affordable Housing tenure;
- (b) the benefit of local connections: to include, wherever possible, households with local family or employment links;
- (c) the contribution to community: to include, wherever possible, households that make an active contribution to community life always provided that any household who satisfies this criteria should not automatically take priority over a person and/or household in housing need;
- (d) household characteristics: for example achieving a sustainable age profile having regard to occupancy levels and a balanced mix of household vulnerability;
- (e) child density: Child Density within such a high density urban environment should not exceed twenty-three per cent (23%) overall (excluding the student population)

provided that meeting this criteria should not automatically take priority over a person and/or household in housing need;

- (f) tenancy history: the attraction of households with a history of successfully maintaining a tenancy with no serious breaches normally within a two (2) year period (or a longer time period if reasonably justified by the AHP) prior to the proposed Occupation date;
  - (g) prioritisation criteria to reflect the above, to encourage longevity of tenancies and to ensure households with specific needs are appropriately supported.
- 11.6 In recognition of the high density characteristics of the Development the provisions of the Local Lettings Plan shall reflect the Council's Sustainable Estates Policy and the importance of ensuring effective, proactive management.
- 11.7 The Council will use reasonable endeavours to afford the Development sustainable estate status under the Sustainable Estates Policy and to allow the Development to maintain such status.

## **12. SERVICE CHARGES**

- 12.1 Occupants of Affordable Housing Units shall be liable to pay Service Charges.
- 12.2 The Developer shall design buildings containing Affordable Housing in consultation with the relevant AHP (if applicable).
- 12.3 The Developer shall use reasonable endeavours to keep the Service Charges for Affordable Housing Units as low as reasonably practicable.
- 12.4 Subject to having complied with meeting the requirements of sub paragraph 12.3 the actual level of Service Charges shall be at the discretion of the Developer or AHP as appropriate.

## **13. ESTATE MANAGEMENT CHARGES**

- 13.1 Occupants of Affordable Housing Units shall be liable to pay Estate Management Charges.
- 13.2 The Developer will use reasonable endeavours to keep the Estate Management Charges for Affordable Housing Units as low as reasonably practicable.
- 13.3 Estate Management Charges will only be payable by occupants of Social Rented units on the following basis:
- (a) Occupiers of the Social Rented units shall pay Estate Management Charges for estate management services provided within Development Zones R and S including streets S1-S4 and R1-R4 and within Cubitt Park, Handyside Park, York Square, North Square, Goods Street, Canal Street and York Street, provided that Estate Management Charges shall only be paid in respect of such areas that have been Practically Completed;
  - (b) Subject to the requirements of sub paragraph 13.4 below, occupiers of the Social Rented units shall pay Estate Management Charges that represent a proportion of the costs properly incurred in the estate management of such areas. The proportion shall be calculated each year as follows:

The floorspace (GEA) of Social Rented units that is Practically Completed ÷ The total floorspace (GEA) to the north of the Regent's Canal that is Practically Completed.

- (c) Occupiers of the Social Rented units shall not pay Estate Management Charges for estate management services provided elsewhere within the Site;

- 13.4 The Estate Management Charges paid by occupiers of the Social Rented units shall be benchmarked against and not exceed the estate management charges at mature and comparable estates in Central London.
- 13.5 The Developer shall provide to the Council for agreement details of the first Estate Management Charges in respect of the units referred to in sub paragraph 13.4 at least three (3) months before any costs are levied, a response to such submission to be made in accordance with the Review Procedure. Any subsequent increases shall be notified to the Council at least three (3) months before any increased charges are levied and if the Council disputes such increase it shall forthwith provide to the Developer benchmarking information as set out in sub paragraph 13.4. In the event of a dispute in relation to the initial costs or a continuing dispute in relation to any increase in those costs, it will be determined in accordance with clause 16 and the disputed element of any increase shall not be charged until the level has been either agreed or determined in accordance with clause 16.

#### 14. **TENDERING/PROCUREMENT OF AFFORDABLE HOUSING UNITS**

- 14.1 The Developer may tender the remaining Affordable Housing Units in tranches for transfer to an AHP on the Qualifying Terms. Where practicable, the Developer shall undertake the tender process before the relevant submission of Reserved Matters.
- 14.2 The Developer shall issue the invitation to tender to such AHPs as the Developer deems appropriate, provided that it shall have due regard to any suggestions previously made in writing by the Council.
- 14.3 Following receipt of replies to the invitation to tender, the Developer shall:
  - (a) provide the Council with the list of AHPs to whom it is intended the final tender documentation will be sent; and
  - (b) issue the final tender documentation to all AHPs who replied to the invitation to tender requesting tender documentation and to any other AHP(s) at the Developer's discretion.
- 14.4 The Developer shall ensure that the AHPs will have at least six (6) weeks from the date of issuing the final tender documentation to respond and submit its tender to the Developer or its nominated agent before the tender submission deadline.
- 14.5 Following the tender submission deadline the Developer shall:
  - (a) review the tender submissions to identify whether any meet the Qualifying Terms; and
  - (b) select a Preferred AHP from those tender submissions which meet the Qualifying Terms ("Qualifying Offer") (if any).

**15. TRANSFER OF THE AFFORDABLE HOUSING**

- 15.1 The Developer shall use reasonable endeavours to enter into a contract for the transfer of the relevant tranche of Affordable Housing Units to the Preferred AHP referred to in sub paragraph 14.6 within six (6) months of the tender submission deadline in sub paragraph 14.5 such transfer contract to be in accordance with the terms of the Preferred AHP's Qualifying Offer.
- 15.2 If a contract has not been entered into within three (3) months from the tender submission deadline referred to in sub paragraph 15.1 as appropriate the Developer shall notify the Council of the progress on the contract and consult with the Council regarding its proposals for exchange of the contract within the said six (6) months.

**16. EXPEDITED PROCUREMENT OF AFFORDABLE HOUSING**

- 16.1 Subject to the provisions of sub-paragraph 16.2 the Developer shall not be required to undertake the obligations contained in paragraphs 14 or 15 in circumstances where the Developer enters into a contract with an AHP for the transfer of the relevant tranche of Affordable Housing Units on the basis of the Qualifying Terms.
- 16.2 Prior to entering into a contract under the provisions of sub paragraph 16.1 the Developer shall demonstrate to the Council's reasonable satisfaction that the proposed contract is based upon the Qualifying Terms.

**17. GENERAL PROVISIONS**

- 17.1 The provisions of this Schedule 1 shall not bind:
- (a) subject to sub paragraph (b), any mortgagee of the owner for the time being of any interest in an Affordable Housing Unit or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to such owner and who exercises any power of sale;
  - (b) if a mortgagee of an AHP or any receiver appointed by such mortgagee seeks to dispose of any Affordable Housing Unit (which for the avoidance of doubt for the purposes of this sub paragraph (b) does not include Sub-Market Housing units) pursuant to its power of sale such person shall first use reasonable endeavours to sell the Affordable Housing Unit or such part thereof to another AHP provided that if after a period of three (3) months (or such additional period (not exceeding one (1) month) as may be agreed if negotiations with the AHP are well advanced) having used all reasonable endeavours) such person shall not have sold the Affordable Housing Unit to another AHP the mortgagee of the AHP or such receiver shall from that date be under no obligation to sell the Affordable Housing Unit or such part thereof to an AHP and shall be entitled to exercise its powers of sale or make a disposition as the case may be free of any restrictions;
  - (c) any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 as amended or any other statutory power; or
  - (d) the successors in title to the persons described in sub paragraphs (a) and (c).

SCHEDULE 3

SUPPLEMENTAL PROVISIONS RELATING TO HOUSING AND AFFORDABLE HOUSING

POPULATION AND CHILD YIELDS

	Population Yields		
	Social Housing units	Market Housing units	Intermediate units
1 bed	1.30	1.50	1.50
2 bed	3.08	1.75	2.00
3 bed	3.50	2.25	3.00
4 bed	5.10	3.10	4.00

	Child Yields		
	Social Housing units	Market Housing units	Intermediate units
1 bed	0	0.00	0
2 bed	1.58	0.10	0.30
3 bed	2.00	0.20	0.80
4 bed	3.60	0.70	1.30

# SCHEDULE 4

## SUPPLEMENTAL PROVISIONS RELATING TO HOUSING AND AFFORDABLE HOUSING

### REMAINING BASELINE MIX

No. of Affordable Housing Units					
187					
General Needs Social Rented				Intermediate Housing	
				Sub-Market Housing Units	
127				60	
Unit Sizes (Net Internal)					
1 bed	2 bed	2 bed	3 bed	4 bed	1 person 1 bed
48m <sup>2</sup>	61 m <sup>2</sup>	68 m <sup>2</sup>	84 m <sup>2</sup>	93 m <sup>2</sup>	38 m <sup>2</sup>
No.	No.	No.	No.	No.	No.
19	26	18	52	12	60

## SCHEDULE 5

### SUPPLEMENTAL PROVISIONS RELATING TO HOUSING AND AFFORDABLE HOUSING

#### SUPPLEMENTARY PLANNING GUIDANCE

"ACCESSIBLE LONDON : ACHIEVING AN INCLUSIVE ENVIRONMENT" APRIL 2004

#### APPENDIX 5 – WHEELCHAIR HOUSING STANDARDS

The following key features of wheelchair housing are requirements in the Wheelchair Housing Design Guide by Stephen Thorpe, commissioned and funded by NATWHAG, the National Wheelchair Housing Association Group and published in 1997 by BRE Bookshop, ISBN 1 86081 1647 available from <http://www.brebookshop.com/details.jsp?id=33004>.

#### 18. APPROACH

- Level or gently sloping route to all external entrances, and to external facilities such as storage, parking, garden and clothes drying area.
- Paths slip resistant and smooth, minimum width 1200mm.
- Ramps to be avoided.
- Path gateways to provide minimum 850mm clear opening width.
- Good cover at point of transfer from vehicle to wheelchair.

#### 19. PARKING

- Located adjacent to the front entrance.
- Under cover.
- 3.6 metres wide.
- Located beside 900mm wide path connecting the front door, parking bay and the adjacent road.

#### 20. ENTRANCE

- Entrance to be covered and well lit.
- Entrance landing to be level, and min 1500 x 1500mm.
- All external doors to give 800mm clear opening and to have accessible thresholds.

#### 21. INTERNAL CIRCULATION

- Corridors minimum 900mm wide, 1200mm wide where 90° turn necessary and 1500mm wide where 180° turn necessary.
- Internal doorways to give minimum 775mm clear opening width and to have level thresholds.
- Provision for storage and recharging of battery-operated wheelchair.

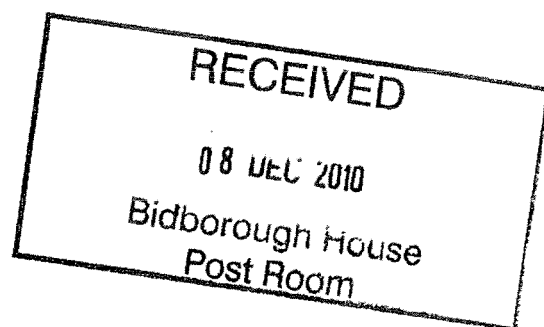


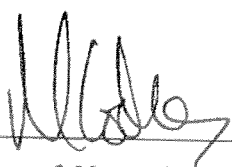
- Minimum turning space inside entrance 1200 x 1500mm.
- Rooms all on one level or accessible by wheelchair accessible lift. Where lift required, to comply with BS5900 (1991).
- Bedrooms, living rooms and dining rooms with adequate space for wheelchair users to turn through 180° with furniture in place i.e. turning circle 1500mm or ellipse 1800mm x 1400mm.
- Main bedroom to bathroom connected by full height knockout panel, or other means.
- Suitable provision for future hoist to run between main bedroom and bathroom.
- Kitchen layout provides effective and appropriate space for use by a wheelchair user. Clear manoeuvring area minimum 1800 x 1400mm.
- Bathroom layout ensures independent approach/transfer to and use of all fittings, including manoeuvring space clear of fittings.
- Extra space in bathroom for both bath and shower with at least one to be fully installed. Shower area to be wheelchair accessible with floor drain.
- Suitable controls of mains water stopcock, gas and electric main consumer units. Suitable isolating valves to sink, washing machine, etc.
- Glazing line in living/dining/bedrooms no higher than 810mm above room floor level.

SCHEDULE 6


SUPPLEMENTAL PROVISIONS RELATING TO HOUSING AND AFFORDABLE HOUSING

# **KING'S CROSS CENTRAL – MAIN SITE LOCAL LETTINGS PLAN**




Approved by:  \_\_\_\_\_  
Director of Housing & Adult Social Care

Date: 12 November 2010

Signed by: 

**Argent (King's Cross) Ltd**

Date: 7th December 2010

Signed by: 

**One Housing Group**

Date: 17<sup>th</sup> December 2010

# **KING'S CROSS CENTRAL – MAIN SITE**

## **LOCAL LETTINGS PLAN**

### **1. Introduction**

- 1.1 The King's Cross development is one of the most substantial regeneration projects in Europe, creating a brand new quarter in central London. The 67 acres at King's Cross Central represent one of the most significant development and regeneration opportunities in London. Outline planning permission on the Main Site in Camden has been granted for a comprehensive, high density and mixed use development of 7.7 million square feet. The principal land uses are offices/workspace, residential, student housing, shopping and food and drink, hotels and serviced apartments together with a wide range of health, education, cultural, community and leisure uses which will bring major community benefits to the area. The proposals include a new primary school, children's centre, sports facilities, public swimming pool and two health centres. Ambitious environmental and sustainability targets have been set for the development to meet.
- 1.2 The 1,700 new homes within the Main Site will help shape a mixed and balanced community of 3,500 – 4,000 people and will include 950 homes for the general market, 500 social rented affordable homes and 250 intermediate affordable homes. All of the social rented units and 114 of the intermediate units (614 in total) will be transferred to a RSL partner. The remaining 136 intermediate units will be delivered directly by King's Cross Central Limited Partnership (KCCLP). These numbers however are subject to the S106 Agreement and detailed planning approvals.
- 1.3 The area surrounding the King's Cross Central development site has its fair share of challenges, noticeably:
  - Concentrations of social rented stock
  - Very low levels of owner occupation
  - Unemployment is high
  - A general lack of economic activity
  - Transient population
  - High child density
  - High levels of single parent families.
- 1.4 The implementation of the outline planning permission granted in December 2006 represents a significant opportunity to address these issues and to ensure the principles promoted in the Council's Housing Strategy is applied from the outset.
- 1.5 The Section 106 Agreement requires KCCLP, LB Camden and the Affordable Housing Provider(s) (AHP) to work together to integrate the redevelopment of King's Cross Central with the surrounding area to shape a mixed and balanced community. The S106 Agreement states that all lettings of social rented, discount market rented and shared ownership units will be the subject of a Local Lettings Plan (LLP) and this LLP shall reflect the Council's Sustainable Estates Policy.
- 1.6 LB Camden has committed to use reasonable endeavours to afford King's Cross Central sustainable estate status under the Sustainable Estates Policy, to complement and support the LLP.

### **2. Purpose of the Local Lettings Plan**

- 2.1 This LLP sets out the objectives, defining parameters and process for all lettings of social rented and shared ownership units by One Housing Group (OHG) within King's Cross Central. **Figure 1** illustrates the King's Cross Central development, highlighting the plots within which the first tranche of affordable housing will be provided.
- 2.2 The site will be delivered over several phases and affordable housing will come forward in tranches within those phases. The last tranche is expected to come forward around 2020. Each tranche is expected to provide a mixture of affordable housing including social rented and intermediate housing. There may be more than one AHP involved in the development and each one will be expected to sign up to an LLP.
- 2.3 Any amendments to an LLP will take place through formal negotiations with the relevant AHP, London Borough of Camden and KCCLP.

### 3. Parties to the LLP and Responsibilities

- 3.1 This LLP is an agreement between KCCLP, OHG and London Borough of Camden and will govern the allocation process to be applied by OHG for all properties within King's Cross Central.
- 3.2 Listed below is the responsibility of each of the main stakeholders in the development:
  - KCCLP – the developer and responsible for the development and delivery of King's Cross Central site.
  - London Borough of Camden – the major local authority involved in the development and responsible for administration of the LLP and lettings to the scheme.
  - AHP – the RSL who will be responsible for the housing management of the phases and that will work closely with the London Borough of Camden regarding the nominations and lettings to the development.

### 4. Aims of the LLP

- 4.1 The LLP ensures compliance with the principles set out in the s106, Agreement, as it applies to King's Cross Central. These are to:
  - Establish a mixed, stable and sustainable community at the development;
  - Foster a sense of ownership and community;
  - Learn from the profile of successful high density developments that have matured over a number of years; and
  - Facilitate effective management of the development.
- 4.2 Specifically, the LLP aims to:
  - Support integration by providing opportunities for existing residents and those with local connections
  - Set targets on the level of economically active households, to achieve a balanced mix of incomes and prevent a concentration of residents wholly dependent on benefits.
  - Let homes to housing applicants with a good tenancy history that will also encourage those tenants willing to make a contribution to the local community.
  - Not exceed a child density of 23% for the entire development to achieve a spread of ages of children.

- Achieve a sustainable age profile having regard to occupancy levels and a balanced mix of household vulnerability
- Prioritise lettings to those living in Camden wards located in the Central Impact Zone (as defined in the Section 106 Agreement) and thereafter shall apply to those living within the Wider Impact Zone (as defined in the Section 106 Agreement) and thereafter borough-wide
- Apply sensitive lettings to one bed units, for example by prioritising lettings to older people
- Encourage and facilitate longevity of successful tenancies on an ongoing basis.
- Link seamlessly with Camden's existing Choice Based Letting systems

## 5. **Letting arrangements – Social Rented Housing (General Needs)**

5.1 Local residents will have priority for lettings. The Local Lettings Plan will prioritise those living in LB Camden wards located in the Central Impact Zone (CIZ) (Stage 1) and thereafter living within the Wider Impact Zone (WIZ) and Caledonian Ward (Stage 2). Thereafter, the Local Lettings Plan will prioritise LB Camden residents borough-wide allowing for any sub-regional arrangements which may apply from time to time (Stage 3).

- The Central Impact Zone comprises the following wards; King's Cross, Caledonian and St Pancras and Somers Town.
- The Wider Impact Zone shown edged and hatched green on the attached Plan 1 comprises the following wards; Bloomsbury, Regent's Park, Cantelowes, Holloway, Barnsbury, Clerkenwell, Holborn and Covent Garden.

5.2 All lettings will be made via the London Borough of Camden's Choice-based Lettings system and in accordance with Camden's commitment to offering choice to Camden housing applicants. The following targets and/or criteria will apply to all initial lettings of all general needs social rented homes:

- 100% of lettings to be made via the London Borough of Camden's Choice-based Lettings system and usual allocation processes and in accordance with the LLP;
- 60% of all lettings to existing Council and RSL tenants (90% of all properties with 4 bedrooms and above). These percentages to include 5% which will be made to OHG tenants where OHG can as a result release street properties in the Borough.
- A maximum of 20% of lettings to be made to homeless applicants. Homeless applicants will not be required to live within the CIZ and WIZ;
- 75% of all lettings to be made to households where the tenant is a retired person (i.e. is an older person who has retired from employment) or at least one permanent adult member of the tenant's household:
  - has a permanent or long term temporary contract for at least 16 or more hours a week or evidence of self employed status;
  - has recently completed (i.e. no more than 6 months before the start of the tenancy) or is enrolled on a full-time training course or accredited training programme funded through the Learning and Skills Council, JobCentre Plus or an equivalent funding agency, or employer led training; or
  - is in full time further education;
- Child density not to exceed 23% across the development. In exceptional circumstances opportunities may be created for families to grow if this would

help achieve the wider objectives of the LLP: particularly where there is the potential to extend the longevity of occupation for growing families by enabling the allocation of properties to families with children providing separate bedrooms where ordinarily there would be a requirement for children to share a room; and

- The sensitive lettings of one-bed units shall afford appropriate priority to, amongst others, older people.

5.3 In the case of existing Council and RSL tenants, reasonable priority will be given in accordance with Camden Council's Full Allocations Scheme to:

- Households who are overcrowded and seeking a larger home;
- Households that are under occupying existing accommodation and will release a larger unit for re-letting;
- Households that demonstrate a local connection with Camden.

5.4 In line with Camden's Full Allocation Scheme, housing applicants will be excluded from bidding for properties where the Camden Council regards the behaviour as unacceptable and would:

- Entitle Camden (if they were a secure or introductory tenant of the authority) to a possession order under section 84 of the Housing Act 1985 on any ground mentioned in Part 1 of Schedule 2 to that Act (other than ground 8);

or where:

- The behaviour of a member of their household, which would (if they were a person living with a secure or introductory tenant of the Authority) entitle Camden to a possession order.

Examples of unacceptable behaviour would be:

- Owing six weeks or more in weekly charges;
- Nuisance or annoyance to neighbours by the applicant or a member of their household, including anyone who has been issued with an anti social behaviour order (ASBO) or anti social behaviour injunction;
- Any conviction or closure order for the use of their home for illegal or immoral purposes (for example prostitution or drug dealing);
- Violence towards a partner or family;
- Allowing the condition of the home to deteriorate;
- Allowing furniture provided by the local authority or agent to deteriorate;
- Obtaining a tenancy by deception (for example, giving a false statement and/or information to obtain a Council tenancy) or via a financial payment;
- Knowingly subletting part of their Camden Council tenancy without obtaining permission from the Council or subletting the whole of it;
- Having been provided with a home in connection with employment by Camden and having lost this due to behaviour or actions.

5.5 Camden's sensitive lettings policy will be applied to all lettings.

5.6 A separate referral and allocation process for the wheelchair units will be agreed with the London Borough of Camden.



## **6. Marketing of New Social Rented (General Needs) Lettings**

- 6.1 All initial lettings will be nominated by London Borough of Camden and will be let through Camden's Choice Based Lettings system and usual allocation processes.
- 6.2 All units will be advertised via Home Connections and adverts will be drafted in accordance with this system, providing consistency and clarity for applicants.
- 6.3 Prior to advertising available homes expressions of interest may be sought from housing applicants living in the CIZ and WIZ.
- 6.4 As an alternative to advertising each available unit, a generic advert may be placed via Home Connections for each unit size type per block stating clearly the requirements for employment/training and other lettings criteria as set out in the Section 106 Agreement. Applicants would then be invited to apply for a property of a specific bedroom size rather than a specific property within each block.
- 6.5 A furnished show home will be made available by KCCLP and the AHP to support the lettings process for each phase.

## **7. New Social Rented (General Needs) Lettings - Conditions**

- 7.1 New applicants who are not transferring from existing Camden Secure tenancies will be offered a Starter Tenancy. For the avoidance of doubt, a Starter Tenancy is an Assured Shorthold tenancy which normally converts to a full Assured Tenancy after 12 months if the relevant terms and conditions have been met (see below).
- 7.2 Action may be taken to remove tenants who contravene OHG's Standards of Acceptable Behaviour. The Standards of Acceptable Behaviour is not exhaustive, but can include the following:
  - No persistent noise and unnecessary noise especially late at night
  - No abusive language, violence or aggressive behaviour
  - Keeping animals under control and not tidying up communal areas after them
  - Using bins provided for rubbish and generally keeping areas clean and tidy
  - No graffiti or deliberate damage to property
  - No misusing communal areas in any way
  - Keeping access routes clear of obstructions
  - No selling or using drugs and no prostitution
  - The AHP will investigate and act on any issues anti social behaviour reported.
- 7.3 A Starter Tenancy is only to be converted from an Assured Shorthold to Assured Tenancy status where there has been no reported breach (defined above) and, in the case of lettings made to non retired people pursuant to the 75% target in paragraph 5.2, where a permanent member of the tenant's household is able to demonstrate one or more of the following:
  - A permanent or long term temporary contract for at least 16 or more hours a week or evidence of self employed status.
  - Has recently completed (i.e. no more than 6 months before the start of the tenancy) or is enrolled on a full-time training course or accredited training programme funded through the Learning and Skills Council, JobCentre Plus or an equivalent funding agency, or employer led training.
  - Is in full time further education
- 7.4 **Appendix 1** provides further information on the OHG management of Starter Tenancies.

- 7.5 OHG will provide to KCCLP a quarterly report to all the parties on the performance of all Starter Tenancies for the previous quarter along with accumulated data on the year to date: the purpose of which is to identify the number of Starter Tenancies any breaches in Lease along with the resulting action taken by OHG.

## **8. New Social Rented (General Needs) Lettings - Process**

- 8.1 The LLP will be applied:
- Working proactively with transfer applicants in the CIZ and WIZ to encourage bids from households that meet the criteria set out in Section 5.
  - Ensuring a suitable match between household size and unit mix within each phase.
  - Submitting all shortlisted applications to a staged verification process – to ensure the information provided by the applicant is accurate
- 8.2 All applicants will be required to complete a resident profiling form (see **Appendix 2**)
- 8.3 The allocation process required to be followed for all lettings is set out in **Appendix 3**.

## **9. Relets**

- 9.1 For 2-bed units and larger, 75% of relets will be made via the London Borough of Camden's Choice-based Lettings system and in accordance with the LLP. For 1-bed units, 50% of relets will be made via the London Borough of Camden's Choice-based Lettings system and usual allocations processes and in accordance with the LLP.
- 9.2 A commitment exists amongst the three Parties to ensure that future relets on the site comply, wherever and as far as possible, with the aims and objectives as set out in the Section 106 Agreement and the letting arrangements detailed in this LLP.
- 9.3 Therefore:
- OHG undertakes to ensure that the Parties are provided with comprehensive and up to date information about households living in social rented housing on the site, providing information on child density/household profile and the economic status of households living on the site.
  - The London Borough of Camden undertakes to use this information to ensure compliance with the aims and objectives of the LLP, where possible matching future nominations to the needs of the overall block and scheme.

## **10. Social Rent: Supported Housing**

- 10.1 A separate referral and allocation process for the extra care and supported housing will be agreed with the relevant London Borough of Camden commissioners. This should seek to achieve an appropriate distribution of ages, ethnicity, gender and need amongst the customer group.

## **11. Shared Ownership**

- 11.1 The sale of properties should be made in accordance with the processes set out in the sub-regional Service Level Agreement.
- 11.2 A range of initial equity shares should be targeted with a view to offering initial equity shares of 40% of open market value or less, always offering a minimum

equity stake of 25% of open market value. Rent charged on the unsold equity should reflect the terms of the Section 106 Agreement, namely not exceed 2% of the open market value of the unsold equity and not increase by more than the Retail Price Index (RPI) plus 0.5%.

**12. Discount Market (Key Worker) Rented Units**

- 12.1 Units should be let and rents set in accordance with the relevant definitions and provisions of the Section 106 Agreement.

**13. Review of LLP**

- 13.1 KCCLP, OHG and London Borough of Camden will review and modify the LLP plan if it appears that the plan is not achieving its intentions or is indirectly discriminating in any way.

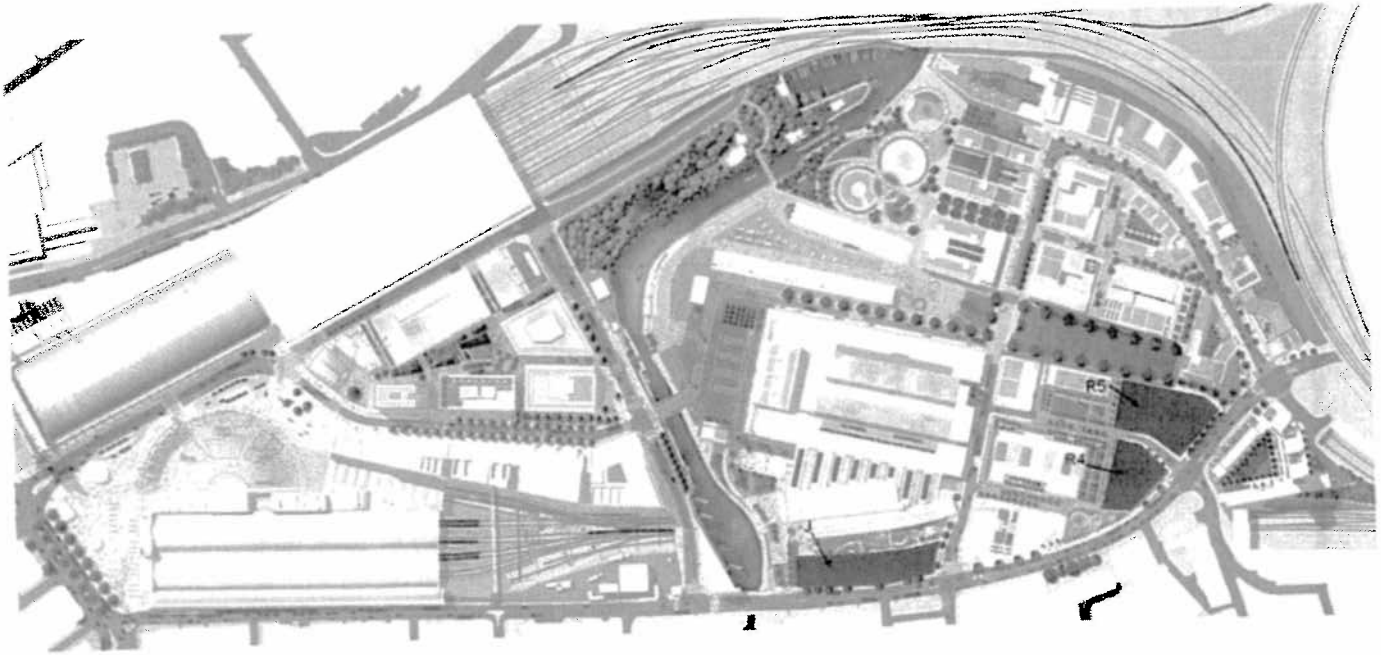
**14. Monitoring**

- 14.1. OHG will monitor the lettings on a six monthly basis and provide information to KCCLP and the London Borough of Camden on the number of tenancies to be converted to Assured tenancies.
- 14.2 OHG to provide information regarding any anti social behaviour issues and other housing management issues that have occurred in the past six months.

**15. Data Protection Act 1998**

- 15.1 This plan will involve the exchange of information concerning a tenant and their tenancy between different RSLs and LBC. In order to ensure that there is not a breach in the Data Protection Act; applicants will be asked to sign a disclaimer stating that they agree that this information may be circulated between organisations as part of their application.

**Figure 1 Kings Cross Central – Phase 1 Affordable Housing**



## **APPENDIX ONE – THE MANAGEMENT OF STARTER TENANCIES**

### **King's Cross Central – Starter tenancies/Training and employment**

1. This document addresses the management of the training & employment clause as set out in 5.2 and 7.3 of the Local Lettings Plan (LLP).
2. In order to achieve the target set out in 5.2 and 7.3 of the LLP it is necessary to ensure that the households signed as part of this target satisfy the training and employment clause contained in the starter tenancy.

There are two stages to this:

3. Offer of starter tenancy
  - 3.1 The allocation of properties includes a verification process carried out jointly by Camden Council and One Housing Group (OHG). We will request evidence that the prospective tenant fulfils one or more of the four conditions listed in section 7.3 of the Local Lettings Plan. Tenancies will not be offered without satisfactory evidence.
4. Confirmation of tenancy
  - 4.1 The confirmation of tenancy takes place on the twelfth month of the starter tenancy and converts the tenancy from an Assured Shorthold to an Assured tenancy.
  - 4.2 A system of three-monthly reviews will ensure that the terms of the starter tenancies are observed. The review will be carried out by an OHG housing officer and will cover, amongst others, anti-social behaviour and training & employment.
  - 4.3 Should there be any concerns during the review, for example a tenant facing difficulties in his employment / training, OHG will make an early referral to its Employment and Training Service (ETS). The level of support provided by the ETS will vary depending on need, and this will be established through an initial assessment. The support package will include a Personal Adviser who will deliver an IAG service (Information Advice and Guidance). Under the National Policy Framework and Action Plan, IAGs are designed to provide people with the help they need to enter and progress in learning and work.
  - 4.4 OHG's policy on starter tenancies also provides for an extension of six months to the starter period, giving us more time to establish a support programme with residents facing difficulties, where necessary.
  - 4.5 Should the terms of the starter tenancy not be adhered to an OHG Managing Director may authorize the termination of the tenancy.

**Jean-Marie Fagon**  
**Assistant Director – Customer Services**  
**One Housing Group**

# Tenant/Leaseholder/Shared Owner

## Resident Information Form

### 1. Tenant/Leaseholder/Shared Owner Details

TAG Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

	YOU	PARTNER/JOINT HOUSEHOLDER
Title (Dr, Mr, Mrs, Miss, Ms, other)		
First Names		
Surname/Family Name		
Date of Birth		
Gender (Please tick)	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender
Telephone		
Mobile Telephone		
Email Address		

### 2. What is your marital status?

☐ Single    ☐ Married/Civil Partnership    ☐ Divorced  
☐ Widowed    ☐ Common Law Partnership    ☐ Other

### 3. What is your preferred method of communication?

☐ E-mail    ☐ Home Visit    ☐ Letter    ☐ Letter (Large Type)    ☐ Translation Required (Spoken)  
☐ Letter Braille    ☐ Reception    ☐ Text    ☐ Telephone    ☐ Translation Required (Written)

### 4. Is English your main language? ☐ Yes    ☐ No

If not, what is your main language: \_\_\_\_\_

### 5. In addition to You and Your Partner/Joint Householder, please give details of the other persons living with you and indicating their age groups.

A. Number of other Adults in the Household \_\_\_\_\_

Age Group (Please tick all that apply)

☐ 18-25    ☐ 26-30    ☐ 31-40    ☐ 41-50    ☐ 51-65    ☐ 66-79    ☐ 80 or over

B. Number of Children in the Household \_\_\_\_\_

Age Group (Please tick all that apply)

☐ 0-5    ☐ 6-10    ☐ 11-14    ☐ 15-17

## 6. Disability Discrimination Act 2005

Definition of a disability: a physical or mental impairment that has a substantial and long term effect on a person's ability to carry out normal day-to-day activities.

**Do you consider yourself or a member of your household to have a disability under the Disability Discrimination Act 2005?**

	YOU	PARTNER/JOINT HOUSEHOLDER	OTHER PERSONS
Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**If yes, what is the nature of the disability?** (Please tick)

	YOU	PARTNER/JOINT HOUSEHOLDER	OTHER PERSONS
Mobility (difficulty getting around)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wheelchair User	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hearing difficulty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Learning difficulty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Visual Impairment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mental Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other, please state below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Other disability (e.g. diabetes, epilepsy, etc):** \_\_\_\_\_

## 7. How would you describe your race or ethnic background?

	YOU	PARTNER/JOINT HOUSEHOLDER
White	<input type="checkbox"/> British English <input type="checkbox"/> British Scottish <input type="checkbox"/> British Welsh <input type="checkbox"/> UK Irish <input type="checkbox"/> Irish <input type="checkbox"/> Any other White background. Specify _____	<input type="checkbox"/> British English <input type="checkbox"/> British Scottish <input type="checkbox"/> British Welsh <input type="checkbox"/> UK Irish <input type="checkbox"/> Irish <input type="checkbox"/> Any other White background. Specify _____
Black or Black British	<input type="checkbox"/> African <input type="checkbox"/> Caribbean <input type="checkbox"/> Any other Black background. Specify _____	<input type="checkbox"/> African <input type="checkbox"/> Caribbean <input type="checkbox"/> Any other Black background. Specify _____
Asian or Asian British	<input type="checkbox"/> Indian <input type="checkbox"/> Pakistani <input type="checkbox"/> Bangladeshi <input type="checkbox"/> Any other Asian background. Specify _____	<input type="checkbox"/> Indian <input type="checkbox"/> Pakistani <input type="checkbox"/> Bangladeshi <input type="checkbox"/> Any other Asian background. Specify _____
Mixed	<input type="checkbox"/> White and Black African <input type="checkbox"/> White and Black Caribbean <input type="checkbox"/> White and Asian <input type="checkbox"/> Black and Asian <input type="checkbox"/> Any other Mixed background. Specify _____	<input type="checkbox"/> White and Black African <input type="checkbox"/> White and Black Caribbean <input type="checkbox"/> White and Asian <input type="checkbox"/> Black and Asian <input type="checkbox"/> Any other Mixed background. Specify _____
Any other ethnic group	<input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Gipsy/Romany/ Irish Traveller <input type="checkbox"/> Any other background. Specify _____	<input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Gipsy/Romany/ Irish Traveller <input type="checkbox"/> Any other background. Specify _____
Prefer not to say	<input type="checkbox"/>	<input type="checkbox"/>

**8. How would you describe your faith or religious belief?**

YOU	PARTNER/JOINT HOUSEHOLDER
<input type="checkbox"/> Agnosticism <input type="checkbox"/> Buddhism <input type="checkbox"/> Christianity <input type="checkbox"/> Islam <input type="checkbox"/> Hinduism <input type="checkbox"/> Judaism <input type="checkbox"/> Jainism <input type="checkbox"/> Sikhism <input type="checkbox"/> Atheism <input type="checkbox"/> Other <input type="checkbox"/> I do not wish to disclose my religion/belief	<input type="checkbox"/> Agnosticism <input type="checkbox"/> Buddhism <input type="checkbox"/> Christianity <input type="checkbox"/> Islam <input type="checkbox"/> Hinduism <input type="checkbox"/> Judaism <input type="checkbox"/> Jainism <input type="checkbox"/> Sikhism <input type="checkbox"/> Atheism <input type="checkbox"/> Other <input type="checkbox"/> I do not wish to disclose my religion/belief

**9. How would you describe your sexual orientation?**

YOU	PARTNER/JOINT HOUSEHOLDER
<input type="checkbox"/> Heterosexual <input type="checkbox"/> Bisexual <input type="checkbox"/> Gay <input type="checkbox"/> Lesbian <input type="checkbox"/> I do not wish to disclose my sexual orientation	<input type="checkbox"/> Heterosexual <input type="checkbox"/> Bisexual <input type="checkbox"/> Gay <input type="checkbox"/> Lesbian <input type="checkbox"/> I do not wish to disclose my sexual orientation

**10. How would you describe your current work status?**

YOU	PARTNER/JOINT HOUSEHOLDER
<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Student <input type="checkbox"/> Retired Unable to work due to: <input type="checkbox"/> Sickness <input type="checkbox"/> Disability <input type="checkbox"/> Caring for children	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Student <input type="checkbox"/> Retired Unable to work due to: <input type="checkbox"/> Sickness <input type="checkbox"/> Disability <input type="checkbox"/> Caring for children

**11. Some of the information in this form has been deemed personal and sensitive. Please sign below if you agree for OHG to store the above information. The information you have provided will be used by OHG staff only. The provision of this information is covered by regulations contained in the Data Protection Act 1998.**

Signed:	Date:
YOU	
Signed:	Date:
PARTNER/JOINT HOUSEHOLDER	

Thank you for your time in completing the form.



## APPENDIX THREE — Allocation mechanism

### King's Cross Central

1. Advertise properties
2. Identify and shortlist homeless applicants (to meet maximum 20% target) – priority given to working households.
3. Divide other Camden applicants into 3 bands:

Band 1 – Cliz (King's Cross, Calendonian and St Pancras and Somers Town)

Band 2 – WIZ (Bloomsbury, Regent's Park, Cantelowes, Holloway, Barnsbury, Clerkenwell, Holborn and Covent Garden)

Band 3 – Other Camden residents/applicants

4. Apply primary criteria to generate multiple shortlists within Bands 1-3.

#### *Primary Criteria:*

- 60% Council and RSL tenants
- 75% working tenants or at least one adult household member in employment or training – verification will be needed before shortlisting (Home Connections portal)
- 23% child density across the development

5. Apply secondary criteria to create a hierarchy within the shortlists.

#### *Secondary Criteria:*

- Overcrowded households
- Under occupiers
- Local connection

6. View and offer – Band 1 and homeless applicants (max 20%)
7. View and offer – Band 2
8. If necessary view and offer to applicants in Band 3.



The Common Seal of **The Mayor and** )  
**Burgesses of the London Borough of** )  
**Camden** was affixed to this Deed in the )  
presence of: )



*S. Alexander*  
Authorised Signatory

**Executed by KING's CROSS CENTRAL** )  
**(TRUSTEE NO. ONE) LIMITED** in the presence )  
of :- )

Director *[Signature]*

Director/~~Secretary~~ *[Signature]*

**Executed by KING's CROSS CENTRAL** )  
**(TRUSTEE NO. TWO) LIMITED** in the presence )  
of :- )

Director *[Signature]*

Director/~~Secretary~~ *[Signature]*

