

DATED

15 May

2014

(1) BDW TRADING 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

79 Camden Road and 86-100 St Pancras Way London NW1 9EU
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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G:\case files\culture & env\planning\lmm\s106 Agreements (2013/7646/P)
CLS/COM/LMM/1685.2453

THIS AGREEMENT is made the 1st day of May 2014

B E T W E E N:

- i. **BDW TRADING LIMITED** (Company No. 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (hereinafter called "the Developer") of the first part; and
- iii. **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 Council is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL171036.
- 1.2 The Developer has entered into a contract for the purchase of the Property with the Council dated 14 June 2013 ("the Contract") and has an equitable interest 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 by the Developer and validated on 5 December 2013 and the Council has resolved to grant permission conditionally under reference number 2013/7646/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 and for the avoidance of doubt the Council is entering into this Agreement as local planning authority only.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.
- 1.6 The Developer has agreed to enter into this Agreement with the Council for the purpose of ensuring that the obligations herein on the part of the Developer shall bind its equitable interest in the Property and in the event of the Council transferring its freehold interest in the Property to the Developer pursuant to the Contract has agreed to enter into the Supplemental Deed pursuant to Section 106 of the Act for the purpose of ensuring that the obligations on the part of the Developer shall be binding on any such freehold interest.

2 DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing including Affordable Rent Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Units" the 10 Intermediate Rent Housing Units, 28 Shared Ownership Units, 31 Affordable Rent Housing Units and 13 Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "Affordable Rent Housing" rented housing which:-
- (a) complies with the requirements set out for housing of this type in the Homes and Communities Agency document entitled: *Affordable Homes Programme 2011-2015 Framework*;
 - (b) provides housing where the annual housing costs for each affordable rented home (including rent and service charge) shall:-
 - (i) be no more than 57.2% of the median rent figure from the GLA London Rent Maps (or successor document) in respect of the 9 x one bed units and no

more than 50% of the median rent figure from the GLA London Rent Maps (or successor document) in respect of the 22 x two bed units as confirmed by the Council in writing (save that the Registered Provider may seek the Council's agreement to a variation to such rental levels in the event of a material change in the market rents and/or relevant service charge levels);

(ii) not exceed the Central London Local Housing Allowance rates for homes with the same number of bedrooms;

(iii) not exceed rents for market homes available in any part of the London Borough of Camden; and

(iv) have regard to such caps on overall benefits that the Government may introduce

2.5 "Affordable Rent Housing Units" the 31 units of Affordable Rent Housing forming part of the Affordable Housing Units comprising 9 x 1 bedroom units and 22 x 2 bedroom units the same as shown coloured orange on Plans 3 and 4

2.6 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.7 "Block A" means that part of the Development shown marked 'A' on Plan 5

- 2.8 "Block B" means that part of the Development shown marked 'B' on Plan 5
- 2.9 "Block C" means that part of the Development shown marked 'C' on Plan 5
- 2.10 "Block D" means that part of the Development shown marked 'D' on Plan 5
- 2.11 "Block E" means that part of the Development shown marked 'E' on Plan 5
- 2.12 'Block F' means that part of the Development shown marked 'F' on Plan 5
- 2.13 "the Certificate of Practical Completion" the certificate issued by the Developer's contractor architect or project manager certifying that the Development has been completed
- 2.14 "Community Facilities Contribution" means the sum of £294,980 (Two hundred and ninety four thousand nine hundred and eighty pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied towards the provision or improvement of community facilities in the vicinity of the Development.
- 2.15 "Construction Management Plan" a plan setting out the measures that the Developer will adopt in undertaking 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 Developer 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 relevant provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the relevant provisions set out in the Second Schedule annexed hereto;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- (vii) 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
- 2.16 "the Construction Phase" the whole period between
- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion
- 2.17 "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
- 2.18 "Demolition Date" The commencement of works comprised in the Demolition Phase
- 2.19 "the Demolition Phase" Works for the demolition of the existing building at the Property in accordance with the Planning Permission and subsequent site clearance
- 2.20 "the Demolition Phase Management Plan" a plan setting out the measures that the Developer will adopt in undertaking the Demolition Phase of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Demolition 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 the Council giving details of the

- environmental protection highways safety and community liaison measures proposed to be adopted by the Developer 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 relevant provisions set out in the First Schedule annexed hereto;
 - (iii) incorporation of the relevant provisions set out in the Second Schedule annexed hereto;
 - (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
 - (v) 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);
 - (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
 - (vii) 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

- 2.21 "the Development" redevelopment of the site to create 164 residential units, including affordable housing, following demolition of all existing business use buildings (Class B1) on the site and construction of a new building ranging from 5 to 7 storeys in height, together with associated works to create a lower ground floor, landscaping and public realm improvements in accordance with the Planning Permission
- 2.22 "Disabled Car Parking Bays" the two disabled car parking bays to be provided as part of the Development as identified coloured red on Plan 2 and to be secured for the Affordable Rent Housing Units only
- 2.23 "the Education Contribution" the sum of £170,712 (One hundred and seventy thousand seven hundred and twelve pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards education needs arising in the London Borough of Camden
- 2.24 "the Energy Efficiency and Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Developer in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-
- (i) the incorporation of the measures set out in the Energy Strategy Overview dated 20 November 2013 and produced by Whitecode Design Associates ensuring the Developer will target a minimum carbon emissions reduction of 40%

beyond the Target Emission Rate (TER) outlined in the 2010 Building Regulations;

- (ii) further details of how the Developer will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Developer will target a reduction of at least 20% in carbon emissions from such technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) 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;
- (vii) 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

(viii) 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

2.25 "the Highways Contribution" the sum of £179,000 (One hundred and seventy nine thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Highways Works 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

2.26 "the Highways Works" works to the public highway and associated measures in the immediate vicinity of the Property the extent of which is shown coloured purple on Plan 7 comprising :

(a) removal of redundant vehicular crossovers on St Pancras Way and construction of 2 new vehicular crossovers on Rochester Place;

- (b) re-cobbling of part of carriageway on Rochester Place;
- (c) repaving of footways adjacent to Camden Road, St Pancras Way and Rochester Place frontages;
- (d) relocation of street furniture in a location to be agreed with the Developer;
- (e) amendments to parking bays on Rochester Place and the cycle facilities on St Pancras Way including alterations to existing traffic management orders if and where necessary; and
- (f) other works required as a direct result of the Development to repair any damage to the public highway in the immediate vicinity of the Property caused by construction traffic associated with the Development (being such works as considered necessary by the Council acting reasonably and in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended))

2.27 "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 other than works comprised within the Demolition Phase and references to "Implementation" and "Implement" shall be construed accordingly

2.28 "Intermediate Housing" Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the

commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include shared ownership shared equity sub-market tenures or shared ownership or shared equity and as agreed in writing by the Council

2.29 "Intermediate Housing Scheme"

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

- (a) Shared Ownership (in respect of the Shared Ownership Units) with an initial equity share offer of at least 25 percent and a rent level of up to 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 relevant Regulator guidance
- (b) for the Intermediate Rent Housing Units 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 3.61 (or its successor policies)

2.30 "Intermediate Rent Housing Units"

the 10 units of Intermediate Rent Housing forming part of the Development comprising 6

x 1 bedroom units and 4 x 2 bedroom units the same as shown coloured green on Plans 3 and 4

- 2.31 "Intermediate Rent Housing" Intermediate Housing provided for rent 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 3.61 (or its successor policies)
- 2.32 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.33 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the public highway
- 2.34 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.35 "Market Housing Units" those Residential Units comprised within the Development that are not Affordable Housing Units
- 2.36 "Occupation Date" the date when any part of the Development is occupied for purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing or for site security purposes and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.37 "the Parties" mean the Council and the Developer
- 2.38 "Plan 1" the plan marked "Plan 1" attached to this Agreement showing the location of the Property

- 2.39 "Plan 2" the plan marked "Plan 2" attached to this Agreement showing the location of the Disabled Car Parking Bays
- 2.40 "Plan 3" the plan marked "Plan 3" attached to this Agreement showing the location of the Affordable Housing Units at lower ground to second floor level
- 2.41 "Plan 4" the plan marked "Plan 4" attached to this Agreement showing the location of the Affordable Housing Units at third to sixth floor level
- 2.42 "Plan 5" the plan marked "Plan 5" attached to this this Agreement showing the individual blocks within the Development
- 2.43 "Plan 6" the plan marked "Plan 6" attached to this Agreement showing the indicative areas of public highway to be subject to the Stopping Up Procedures
- 2.44 "Plan 7" the plan marked "Plan 7" attached to this Agreement showing the areas of public highway where the Highways Works will be undertaken
- 2.45 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 5 December 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/7646/P subject to conclusion of this Agreement
- 2.46 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act

to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at Clause 6.1 of this Agreement

- 2.47 "the Planning Permission" a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed to this Agreement at Annex 1
- 2.48 "the Property" the land known as 79 Camden Road and 86-100 St Pancras Way London NW1 9EU the same as shown edged in a dotted red line on Plan 1
- 2.49 "Public Art Plan " a plan securing the provision of public art within or in the vicinity of the Development as approved by the Council in accordance with the terms of this Agreement up to a maximum value of £100,000 (One hundred thousand pounds)
- 2.50 "the Public Open Space Contribution" the sum of £210,310 (Two hundred and ten thousand three hundred and ten pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.51 "Public Realm Contribution" the sum of £165,000 (One hundred and sixty five thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling, bus shelter, Legible London and

general environmental and public realm improvements in the vicinity of the Development

2.52 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008

2.53 "Regulator" means the Homes and Communities Agency and any successor organisation (including the Greater London Authority ("GLA")) which assumes any of the Homes and Communities Agency's functioning in relation to any or all of the following:

(a) Maintaining a register of social housing providers and/or

(b) Setting targets for rent and service management charges for social rented housing

2.54 "Residential Unit" Any dwelling for residential occupation constructed on the Property pursuant to the Planning Permission as part of the Development

2.55 "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

2.56 "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

- 2.57 "the Service Management Plan"
- a plan setting out a package of measures to be adopted by the Developer and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicles and car and other motor vehicles and cyclists and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant) :-
- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
 - (b) details of a 'Waste and Recycling Strategy' to cover management of waste collection from the Property;
 - (c) details of the person(s) responsible for directing and receiving deliveries to the Property;
 - (d) measures to avoid a number of delivery vehicles arriving at the same time in particular along Rochester Place;
 - (e) expected hours of loading and unloading of vehicles related to the Development
 - (f) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts

- (g) likely size of delivery/servicing vehicles proposed to attend the Property and identification of where each type of vehicle will stop to service the Development;
- (h) likely nature of goods to be delivered;
- (i) proposed routes to and from on-street servicing bays to the building/service access where relevant;
- (j) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;
- (k) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (l) statement setting out how servicing movement to the Property can be combined and/or reduced to minimize traffic and service vehicle activity at the Property and in particular along Rochester Place;
- (m) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing;
- (n) swept path drawings submitted as part of the Planning Application which the Council acknowledges demonstrate that servicing and delivery vehicles can access and

egress the Rochester Place frontage in a safe manner;

(o) details of arrangements for refuse and recycling storage collection points which would allow clear access for refuse and recycling collection service employees to relevant areas of the site when required; and

(p) a commitment to use reasonable endeavours to ensure that building occupiers shall work with the Council to review this Service Management Plan when necessary;

2.58 "Shared Ownership Housing " a Residential Unit as referred to in Section 102 of the National Affordable Housing Programme Prospectus 2008-2011 and in a form of tenure granted by the Registered Provider to be "disposed pursuant to shared ownership arrangements" within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 and based on the model form lease issued by the Regulator or any successor that might apply at the time of the transaction between the Developer and the Registered Provider

2.59 "Shared Ownership Units" The 28 Residential Units to be provided as Shared Ownership Housing as part of the Development being 17 x 1 bedroom units and 11 x 2 bedroom units as shown coloured blue on Plans 3 and 4

2.60 Social Rented Housing Residential 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) is consistent with Camden Policy Guidance 'Housing' September 2013 and the requirements of the London Plan in relation to Social Rented Housing; and

(c) the units are managed by the Council as landowner or 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

2.61 "Social Rented Housing Units the 13 Residential Units to be accepted as Social Rented Housing forming part of the Affordable Housing to be delivered as part of the Development comprising 10 x 3 bedroom (Class C3) and 3 x 4 bedroom units the same as shown coloured red on Plans 3 and 4

2.62 Stopping Up Contribution means the sum of £2,000 to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council (subject to the Council acting in accordance with its legal duties and responsibilities as a public authority and all statutory and internal requirements) in connection with any statutory or other procedures that are reasonable, proper and necessary to facilitate the stopping up of the public highway areas to enable the Development to proceed shown indicatively at this stage coloured blue on Plan 6 whether or not such procedures result in the obtaining of any statutory orders (the "Stopping Up

Procedures")

- 2.63 "Street Tree Planting Contribution" the sum of £15,000 (fifteen thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards street tree planting in the vicinity of the Development
- 2.64 "Supplemental Deed" a deed under Section 106 of the Act to be entered into pursuant to clause 4.19 of this Agreement substantially in the form of the draft attached as the Fifth Schedule of this Agreement with all relevant details inserted
- 2.65 "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 which shall include:-
- (a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 49%, 67% and 46% of the credits in each of the Energy Water and Materials categories respectively; and
 - (b) 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

- 2.66 "the Travel Plan Monitoring Contribution" the sum of £5,729 (five thousand seven hundred and twenty nine pounds) to be paid by the Developer 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 review and approval of the Developer's Travel Plan over a six year period from the date of first Occupation of the Development
- 2.67 "the Travel Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Developer to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
- 2.68 "The Travel Plan" a plan setting out a package of measures to be adopted by the Developer in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-
- (a) the elements set out in the Fourth Schedule hereto;
 - (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
 - (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.69 "Wheelchair Accessible Homes"

means the 17 Residential Units to be delivered as part of the Development that are capable for use by wheelchair users on a unit by unit basis in accordance with the specification set out in the Planning Application. The 6 x 2 bedroom wheelchair accessible Affordable Housing Units will comply with GLA standards (Wheelchair Accessible Housing: Designing homes that can be easily adapted for residents who are wheelchair users, Best Practice Guidance, 2007 [Mayor of London]), the 3 x 3 bedroom and 1 x 4 bedroom wheelchair accessible Affordable Housing Units will comply with a hybrid of the Council's standards (CPG2, 2013) and the GLA standards as set out in the approved plans forming part of the Planning Application

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 Developer as provided herein and against any person deriving title to any part of the Property from the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers PROVIDED ALWAYS that such enforceability shall be subject to Clause 6.5 of this Agreement.
- 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 Words of the masculine gender include the feminine gender and neuter genders.
- 3.4 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.
- 3.5 All consents approvals satisfactions certificates or notifications given or required to be given in pursuance of this Agreement shall be given in writing and shall not be unreasonably withheld or delayed.
- 3.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.7 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.4.1, 4.4.2, 4.4.6, 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 Developer upon the Implementation Date.
- 3.8 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.9 The Parties save where the context states otherwise shall include their successors in title to the Property.
- 3.10 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes, subject to the provision of the Disabled Car Parking Bays.

3.11 The Council acknowledges that the terms of this Agreement shall not restrict the ability of the Developer to carry out alternative development in respect of the Property in accordance with a different planning permission.

4 **OBLIGATIONS OF THE DEVELOPER**

The Developer hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 On or prior to the Implementation Date 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 Subject to Clauses 6.10 to 6.14 of this Agreement 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) In respect of the Affordable Rent Housing Units for the provision of Affordable Rent Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator BUT FOR THE AVOIDANCE OF DOUBT this requirement shall cease to apply in cases where an occupier has staircased to 100% ownership and exercised his statutory right to buy or acquire a unit; and/or
- (ii) In respect of the Social Rented Housing Units for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator BUT FOR THE AVOIDANCE OF DOUBT this requirement shall cease to apply in cases where an occupier has staircased to 100% ownership and exercised his statutory right to buy or acquire a unit; and/or
- (iii) In respect of the Intermediate Rent Housing Units for the provision of Intermediate Rent Housing and in respect of the Shared Ownership Housing Units for the

provision of Shared Ownership Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be BUT FOR THE AVOIDANCE OF DOUBT this requirement shall cease to apply in cases where an occupier has staircased to 100% ownership and purchased an Intermediate Rent Housing Unit or a Shared Ownership Housing Unit.

4.1.5 The Council and the Developer acknowledge that the Property is subject to particular construction constraints which mean that there are exceptional circumstances for this particular development to justify part occupation of the Market Housing Units prior to completion and transfer of all the Affordable Housing Units and Clauses 4.1.6, 4.1.7 and 4.1.8 of this Agreement have been entered into against this background.

4.1.6 Not to Occupy or allow Occupation of the Market Housing Units within Block F until such time as :

4.1.6.1 the Affordable Housing Units within Block A have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 250 years; and

4.1.6.2 the works of construction conversion and fitting out of the Affordable Housing Units within Block A have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

4.1.7 Not to Occupy or allow Occupation of the Market Housing Units in Block E until such time as:

4.1.7.1 the Affordable Housing Units within Block B have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 250 years; and

4.1.7.2 the works of construction conversion and fitting out of the Affordable Housing Units within Block B have completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

4.1.8 Not to Occupy or allow Occupation of the Market Housing Units in Block D until such time as:

4.1.8.1 the Affordable Housing Units within Block C have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 250 years; and

4.1.8.2 the works of construction conversion and fitting out of the Affordable Housing Units within Block C have been completed in accordance with the requirement of Clause 4.1.3 hereof.

4.1.9 Subject to Clauses 6.9 to 6.13 of this Agreement 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.

4.1.10 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 by way of mortgage) 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.

4.2 CAR FREE

4.2.1 The Developer hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Developer 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.

4.2.2 The Developer for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 On or prior to the Occupation Date the Developer 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 Developer's opinion are affected by the Developer's obligation in Clause 4.2.1 of this Agreement.

4.3 COMMUNITY FACILITIES CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full and not to Implement or to allow Implementation until such time as the

Council has received the Community Facilities Contribution in full as demonstrated by written notice to that effect.

4.4 DEMOLITION AND CONSTRUCTION MANAGEMENT PLANS

4.4.1 Prior to the Demolition Date to provide the Council for approval a draft Demolition Management Plan.

4.4.2 Not to commence the Demolition Phase until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.

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

4.4.4 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.

4.4.5 The Developer acknowledges and agrees that the Council will not approve the Demolition Management Plan or the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition Phase and Construction Phase respectively of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.4.6 To ensure that throughout the Demolition Phase and Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and Construction Management Plan respectively 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 Demolition Management Plan or Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Developer shall forthwith take any steps required to remedy such non-compliance.

4.5 SERVICE MANAGEMENT PLAN

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

4.5.2 Not to Implement nor permit Implementation until the Service Management Plan has been approved by the Council as demonstrated by written notice to that effect.

4.5.3 Not to Occupy or permit Occupation of any phase of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Service Management Plan in respect of that phase as approved by the Council have been incorporated into that phase of the Development.

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

4.6 TRAVEL PLAN

4.6.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution.

4.6.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.6.3 Not to Occupy or to permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time unless the Council agrees otherwise.

4.7 EDUCATION CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Education Contribution in full as demonstrated by written notice to that effect.

4.8 HIGHWAYS CONTRIBUTION

4.8.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution (subject to Clause 4.8.6) in full; and

(ii) submit to the Council the Level Plans for approval.

4.8.2 Not to Implement or to allow Implementation until such time as the Council has:-

(i) received the Highways Contribution in full (subject to Clause 4.8.6); and

(ii) approved the Level Plans as demonstrated by written notice to that effect.

4.8.3 For the avoidance of doubt the Developer 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 PROVIDED ALWAYS THAT the Council shall use reasonable endeavours to ensure that the Highways Works are carried out at an appropriate stage in the Construction Phase which shall be agreed with the Developer.

4.8.4 On completion of the Highway Works the Council shall provide to the Developer a certificate specifying the sum ("the Certified Sum") constituting the reasonable and proper costs expended by the Council in carrying out the Highway Works accompanied by a full detailed breakdown of such costs and copies of all relevant invoices within fourteen days of a written request for the said certificate being submitted to the Council by the Developer.

4.8.5 If the Certified Sum exceeds the Highway Contribution then the Developer shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess PROVIDED THAT the Developer shall only be obliged to pay the reasonable and proper costs incurred by the Council in carrying out the Highways Works and if the Highways Contribution exceeds the Certified Sum then the Council shall within fourteen days of the issuing of said certificate pay to the Developer the amount of the difference.

4.8.6 To enter into an agreement with Transport for London ("TfL") pursuant to S278 of the Highways Act 1980 if necessary to ensure the delivery of any of the Highways Works in respect of public highway for which TfL is the Highways Authority provided that any financial contribution payable pursuant to such an agreement (or the equivalent value of such works provided for in such an agreement) shall be deducted from the amount of the Highways Contribution payable to the Council pursuant to Clause 4.8.3 (i) of this Agreement.

4.9 LOCAL EMPLOYMENT

4.9.1 In carrying out the works comprised in the Demolition Phase and Construction Phase the Developer 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.

4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 of this Agreement the Developer shall use its reasonable endeavours to:-

(a) work in partnership with King's Cross Construction; and

(b) ensure that:-

- (i) all construction vacancies and work placement opportunities are advertised exclusively with King's Cross Construction for a period of at least one week before marketing more widely;
- (ii) all contractors and sub-contractors provide information about all vacancies arising as a result of the Demolition Phase and Construction Phase to King's Cross Construction;
- (iii) 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;
- (iv) King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating;
 - what skills and employment are needed through the life of the programme; and
 - measures to ensure that these needs are met as far as possible and appropriate through the provision of local labour from residents of the London Borough of Camden;
- (v) 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 Period. During the Demolition Phase and Construction Phase the Developer 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 Kings Cross Construction.

4.9.3 The Developer shall (unless otherwise agreed in writing with the Council) employ at least 10 apprentices on the works comprised in the Demolition Phase and the Construction Phase and shall work with King's Cross Construction to promote and advertise the training places to potential candidates. Each apprentice employed by the Developer during the Demolition Phase and the Construction Phase shall:

- (a) be offered employment for a period of not less than 52 weeks;
- (b) be paid at a rate of the national minimum wage or above;
- (c) be provide with appropriate day release to undertake training at a further education collage; and
- (d) be supported with a **£1,500.00** contribution towards the cost of recruitment and training.

4.9.4 The Developer shall (unless otherwise agreed in writing with the Council) provide at least 13 work placement opportunities of not less than two weeks each on the works comprised in the Demolition Phase and Construction Phase and shall work with King's Cross Construction to promote and advertise the work placement opportunities to potential candidates.

4.9.5 The Developer shall (unless otherwise agreed in writing with the Council) deliver at least 1 supplier capacity building workshop/Meet the Buyer event to support Camden SMEs to tender for construction contracts in relation to the Development.

4.10 LOCAL PROCUREMENT

4.10.1 Prior to the Implementation Date to use reasonable endeavours to agree a programme for 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.

4.10.2 Prior to the Implementation Date 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.

4.10.3 To use reasonable endeavours to ensure that throughout the Construction Phase works shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code as agreed pursuant to Clause 4.10.2 and in the event of non compliance with this sub-clause 4.10.3 the Developer shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

4.10.4 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.

4.11 PUBLIC OPEN SPACE CONTRIBUTION

4.11.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Open Space Contribution in full as demonstrated by written notice to that effect.

4.12 PUBLIC REALM CONTRIBUTION

4.12.1 On or prior to the Implementation Occupation Date to pay to the Council the Public Realm Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Realm Contribution in full as demonstrated by written notice to that effect.

4.13 WHEELCHAIR ACCESSIBLE HOMES

4.13.1 The Developer or Registered Provider (as appropriate) shall procure that the fit out works necessary for each Wheelchair Accessible Home are agreed in advance with the Council's occupational therapist consultant in accordance with details provided in the Planning Application and needs of the proposed occupier and are carried out to the satisfaction of the Council's occupational therapist consultant.

4.13.2 The Wheelchair Accessible Homes shall be retained and maintained as Wheelchair Accessible Homes in accordance with the fit out required pursuant to 4.13.1 unless such fit out is no longer required by the occupier of the unit or otherwise agreed by the Council.

4.14 STREET TREE PLANTING CONTRIBUTION

4.14.1 On or prior to the Implementation Date to pay to the Council the Street Tree Planting Contribution in full and not to Implement or to allow Implementation until such time as the

Council has received the Street Tree Planting Contribution in full as demonstrated by written notice to that effect.

4.15 PUBLIC ART PLAN

4.15.1 On or prior to the Implementation Date to submit to the Council for approval the Public Art Plan.

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

4.15.3 Unless otherwise agreed by the Council 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 Public Art Plan have been delivered to the satisfaction of the Council.

4.15.4 Following the Occupation Date the measures incorporated in the Public Art Plan shall be retained and maintained by the Developer unless otherwise agreed with the Council.

4.16 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.16.2 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.

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

4.16.4 Following the Occupation Date the Developer 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.

4.17 SUSTAINABILITY PLAN

- 4.17.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.17.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.17.3 Not to Occupy or permit Occupation of any phase of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council in respect of that phase have been incorporated into that phase of the Development.
- 4.17.4 Following the Occupation Date the Developer 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.

4.18 STOPPING UP

- 4.18.1 On or prior to the Implementation Date the Developer shall pay to the Council the Stopping Up Contribution.
- 4.18.2 The Developer shall not Implement or permit Implementation until such time as the Council has received in full the Stopping Up Contribution.
- 4.18.3 On receipt of the Stopping Up Contribution the Council shall commence and thereafter diligently pursue the Stopping Up Procedures to secure the stopping up of that part (or parts) of the public highway necessary to enable the delivery of the Development.
- 4.18.4 The Council shall consult fully and openly with the Developer in respect of the Stopping Up Procedures and in particular obtain the Developer's agreement to the proposed statutory provision under which the Council proposes to seek the stopping up of the relevant area of public highway, consult with the Developer over each stage of the statutory procedures, seek the Developer's agreement to all notices served in connection with the Stopping Up Procedures, obtain the Developer's approval to all professional costs incurred in connection

with the Stopping Up Procedures and shall cease the Stopping Up Procedures if so directed by the Developer.

4.18.5 On completion of the Stopping Up Procedures (subject to compliance with statutory and internal Council requirements) the Council shall provide to the Developer a certificate (accompanied by a detailed breakdown of the costs incurred including copies of all relevant invoices) specifying the sum (the "**Stopping Up Procedures Certified Sum**") expended by the Council in carrying out the Stopping Up Procedures.

4.18.6 If the Stopping Up Contribution exceeds the Stopping Up Procedures Certified Sum, the Council shall forthwith repay the Developer the amount remaining of the Stopping Up Contribution.

4.18.7 If the Stopping Up Procedures Certified Sum exceeds the Stopping Up Contribution then the Developer shall within fourteen days of receipt of the Stopping Up Procedures Certified Sum certificate pay to the Council the amount of the excess PROVIDED THAT the Developer shall only be obliged to pay the Council's reasonable and proper costs associated with the Stopping Up Procedures and that Council shall not be entitled to recover any more costs than it is entitled to recover pursuant to section 117 of the Highways Act 1980.

4.19 SUPPLEMENTAL DEED

4.19.1 If the Developer shall acquire any freehold or leasehold in respect of the Property pursuant to the Contract or otherwise to notify the Council and enter into and deliver to the Council the Supplemental Deed so as to bind and make such interests subject to the planning obligations and other provisions contained in this Agreement.

4.19.2 Unless otherwise agreed in writing by the Council not to Implement or permit Implementation until the Supplemental Deed has been completed and delivered to the Council.

5 NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Developer shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

- 5.2 Within seven days following Practical Completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2013/7646/P the date upon which the Development is ready for Occupation.
- 5.3 The Parties shall act in good faith and the Developer shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Developer 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 Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein SUBJECT ALWAYS to the Council complying with any requirement imposed by the Developer for health and safety purpose or the reasonable regulations of the Property or Development.
- 5.4 The Developer 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 Developer 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 Developer 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 BUT FOR THE AVOIDANCE OF DOUBT the provisions of this Clause shall not apply to confirmation by office of the Council (in the ordinary care of monitoring compliance with this Agreement) that the Developer has complied with and discharged any obligation pursuant to this Agreement.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Developer to the Council sending the full document and any appendices in electronic format (where practicable) 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 Permission reference 2013/7646/P.

5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Developer 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 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.

5.8 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 Developer.

5.9 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

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

X

5.10 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.

5.11 Where the Developer has submitted any plan, scheme or document to the Council pursuant to this Agreement and the Council has not given the Developer a written notice of approval or written reasons as to why the plan, scheme or document has not been approved within one month after the date the Developer submitted the plan, scheme or document to the Council then the Council shall be deemed to have approved the same.

5.12 The Council shall provide to the Developer a statement specifying the sums expended by the Council on any works associated with any financial contribution payable by the Developer under the terms of this Agreement within fourteen days of a written request for such a statement being submitted to the Council by the Developer.

5.13 Upon written request by the Developer the Council shall repay to the Developer any proportion of any financial contribution received from the Developer under the terms of this Agreement not expended on the purposes identified in the definition of that individual contribution in this Agreement within 5 years of the date of payment.

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 Permission reference number 2013/7646/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 Developer 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 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.

6.5 Neither the Developer nor its 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.

- 6.6 The covenants and obligations in this Agreement with the exception of the use of the Affordable Housing Units as Affordable Housing (in accordance with the terms of this Agreement) shall not be binding upon individual purchasers of a Residential Unit and no occupier or owner of such a Residential Unit shall be liable for a breach of this Agreement.
- 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 this Agreement shall forthwith determine and cease to have effect.
- 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 (including administrative 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 at a price sufficient to redeem the mortgage owed to the Registered Provider’s Mortgagees together with all associated interest fees and expenses within the Specified Period 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

IT FURTHER BEING AGREED 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(i) 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 2013/7646/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 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) or Part V of the Housing Act 1985 (Right to Buy) or under a voluntary scheme approved by the Housing Corporation and any other applicable legislation shall be released from the obligations of Clause 4.1.

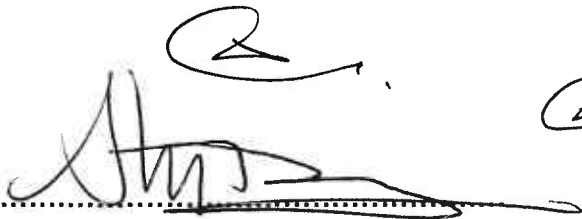
6.12 The relevant Registered Provider shall use reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider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

6.13 When a tenant of any of the Affordable Housing Units has staircased to 100% ownership that tenant shall be released from the obligations of Clause 4.1.

7 RIGHTS OF THIRD PARTIES

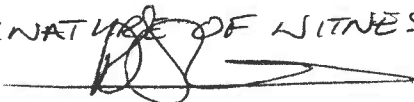
7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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



.....
Director

(EXECUTED AS A DEED BY
(BDW TRADING LIMITED
(acting by ~~a Director and its~~
(~~Secretary or by two Directors~~
(ITS ATTORNEYS QUENTIN VANSELM
(ANDREAS EDWARDS AND
(STEPHEN DAY IN THE
(PRESENCE OF:

SIGNATURE OF WITNESS:


NAME OF WITNESS:
A GOLIARD

ADDRESS:
Wiliam Lane E08 9BS

.....
Director/Secretary





.....
Authorised Signatory

(THE COMMON SEAL OF THE
(MAYOR AND BURGESSES OF THE
(LONDON BOROUGH OF CAMDEN
(was hereunto Affixed by Order

THE FIRST SCHEDULE

Construction Management Plan and Demolition 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 Demolition Management Plan and Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Demolition Phase and 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 Demolition Phase and Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Demolition Phase and 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 practice 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 Property;
- 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 Demolition and 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 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 and Demolition Management Plan

Highway Measures

A Demolition Management Plan and 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 Demolition Management Plan and Construction Management Plan should cover the demolition and construction phases of development respectively. Details of the Demolition Management Plan and 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 Demolition Management Plan and 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 Demolition Management Plan and/or 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 Demolition Management Plan and 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 Demolition Management Plan and Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Demolition Management Plan and 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 responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.

- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to 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 Demolition Management Plan and Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Demolition Management Plan and 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 Demolition Management Plan and 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 with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

THE FOURTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

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

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website

<http://www.lscp.org.uk/newwaytoplan/resources/file/Travel%20planning%20for%20new%20development%20in%20London.pdf>

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

In drawing up the Travel Plan ("the Plan) the Developer shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

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

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

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

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A service management plan for the Property must seek to:

- a. Identify the number and type of servicing vehicles required for the Property
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts
- c. Manage the timing of delivered to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. Encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively-fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that

it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

THE FIFTH SCHEDULE

DRAFT SUPPLEMENTAL DEED

DATED 20 []

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

(2) BDW TRADING LIMITED

SUPPLEMENTAL DEED

pursuant to Section 106 of the Town and Country Planning Act
1990

relating to land at 79 Camden Road and 86-100 St Pancras
Way London NW1 9EU.

THIS SUPPLEMENTAL DEED executed as a Deed the [] day of []
2014

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of the Town Hall Judd Street London WC1H 9LP ("**the Council**"); and
- (2) **BDW TRADING LIMITED** (registered number ●) whose registered office is at ● ("**the "Developer"**")

WHEREAS:-

- (A) The Council is the local planning authority for the area in which the Property is situated and by whom the obligations contained i this Supplemental Deed are enforceable.
- (B) On [] 2014 the parties hereto entered into the Principal Deed.
- (C) By virtue of the conditional purchase agreement dated 14 June 2013, the Developer has an equitable interest in the Site and is entitled to purchase the Site and to proceed to carry out the Development.
- (D) This Supplemental Deed is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Deed are binding on the Interest for the purposes of section 106 of the Act.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Supplemental Deed the following words and expressions have the meanings assigned:-

"Interest" means the freehold interest(or part of the freehold interest) in the Property as transferred to the Developer pursuant to the conditional purchase

agreement;

"Principal Deed" means the agreement dated [] 2014 between the Mayor and Burgesses of the London Borough of Camden and BDW Trading Limited And entered into pursuant to section 106 of the Act.

2. OPERATION OF THIS SUPPLEMENTAL DEED

- 2.1 This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act.
- 2.2 The obligations, covenants and undertakings contained in this Supplemental Deed given to the Council are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council for the area within which the Interest is situated.
- 2.3 The Developer agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Developer to the Council shall be binding on the Interest pursuant to Section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to clause 4.1, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Developer but also against any successors in title to or assignees of the Developer and any person claiming through or under it an interest or estate in the Interest as if the Developer had been an original covenanting party in respect of the Interest when the Principal Deed was entered into.
- 2.4 The Council covenants with the Developer in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.

3. LOCAL LAND CHARGE

- 3.1 This Supplemental Deed is a local land charge and shall be registered as such.

4. RELEASE

- 4.1 The Developer will upon disposing of the whole or part of the Interest be released from all obligations and covenants under this Supplemental Deed in relation to the

Interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

The Common seal of **The Mayor and**)
Burgesses of the London Borough of)
Camden was hereunto affixed in the)
presence of:)

Authorised Signatory

Executed and Delivered as a deed by)
BDW Trading Limited acting by the)
signatures of:)
)

Director

Director / Secretary

Annex 1
Draft Planning Permission