

DATED

2015

(1) [APPLICANT/OWNER/FREEHOLDER]

and

[(2) MORTGAGEE]

and

[(3) INTERESTED PARTY/LEASEHOLDER]

and

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

A G R E E M E N T
relating to land known as

**Parliament Hill School, William Ellis School & La Swap Sixth Form
Highgate Road, London NW5 1RN**

**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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PLANNING/CJ/1781.26
Shadow s106 Agreement

THIS AGREEMENT is made the _____ day of _____ 2015

B E T W E E N:

1. **[APPLICANT/OWNER/FREEHOLDER]** (Co. Regn. No. _____) whose registered office is at _____ (hereinafter called "the Owner")
2. **[MORTGAGEE]** (Co. Regn. No. _____) whose registered office is at _____ (hereinafter called "the Mortgagee")
3. **[INTERESTED PARTY/LEASEHOLDER]** of _____ (hereinafter called " _____ ")
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL643550 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 16 December 2014 and the Council resolved to grant permission conditionally under reference number 2014/7683/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL643550 and dated [] is willing to enter into this Agreement to give its consent to the same.

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 "the Additional Training and Employment Contribution" the sum of £7,500 (seven thousand five hundred pounds) per Construction Trade Apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden
- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "Business 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

- businesses of the locality in which the Development is situated
- 2.5 "Business 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 a Business Parking Bay
- 2.6 "Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.7 "Community Involvement Plan" a plan to be submitted by the Owner to the Council and approved in writing by the Council setting out the details of how community uses within the school buildings comprising the Development are to be facilitated, administered and promoted including the contact details for the person(s) responsible for the plan and any changes or updates to the approved plan much be agreed in writing by the Council
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings on the Property and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental

protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the **First Schedule** annexed hereto
- (iii) incorporation of the provisions set out in the **Second Schedule** annexed hereto
- (iv) 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

2.9 "the Construction Phase

the whole period between

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

and for the avoidance of doubt includes the demolition of the existing buildings on the Property

2.10 "the Council's Considerate Contractor Manual"

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

2.11 "the Development"

Redevelopment and refurbishment including demolition of buildings along western and southern edge of site, and in between Parliament Hill & William Ellis School, and replacement with 3 storey building along southern boundary (Parliament Hill School); enclose inner courtyard and erect 2 storey extension towards northern boundary (William Ellis School); erection of single storey building located along Highgate Road (La Swap Sixth Form) along with associated alterations to boundary treatment, new multi-use games areas, hard and soft landscaping throughout sites as shown on drawing numbers:- Sixth Form Centre Noise Impact Assessment (For Planning) - 1005073-REP-TH-20141017-3 (Noise Impact Assessment -), prepared by Hoare Lea Acoustics dated 17/10/2014, LB Camden William

Ellis School Noise Impact Assessment (For Planning) - 1005073-REP-TH-20140217-2 (Noise Impact Assessment - William Ellis), prepared by Hoare Lea Acoustics dated 17/02/2014, LB Camden Parliament Hill School Noise Impact Assessment (For Planning) - REP-1005073-TH-20140217-4 (Noise Impact Assessment - Parliament Hill), prepared by Hoare Lea Acoustics dated 17/02/2014, Arboricultural Impact Assessment at Parliament Hill School, prepared by Environmental Services, dated 10th February 2015, Arboricultural Impact Assessment at William Ellis School, prepared by Environmental Services, dated 10th February 2015, Archaeological Desk Based Assessment, prepared by Richard Meager and Maurice Hopper, dated April 2008, Parliament Hill School, William Ellis and Sixth Form Design and Access Statement, prepared by Astudio dated December 2014, L-1151 GAP 01 Revision 06, L-1151-DEEL-001 Revision 03, L-1151-DES-001 Revision 02, L-1151-GAP-01-Landscape Layout – Colour, L-1151-GAS-002 Revision 03, L-1151-PPP 001 Revision 02, L-1151-PRP-01 Revision 02, L-1151-PRP-02 Revision 03, L-1151-PRP-06 Revision 02, Flood Risk Assessment: Parliament Hill and William Ellis Schools, Prepared by Pick Everard dated 18 June 2014, Heritage Statement, prepared by VBUD, dated November 2014, Stage 1: Desktop Study & Walkover Survey - Parliament Hill School, prepared by Constructive Evaluation Limited, dated April 2008, Stage 1: Desktop Study & Walkover Survey - William Ellis School, prepared by Constructive Evaluation Limited, dated April 2008, Planning Statement prepared by VBUD,

dated December 2010, Parliament Hill, William Ellis & – Statement of Community Involvement, Transport Statement- Project No. 13-255-01 Rev A, prepared by Odyssey Markides dated December 2014, Sustainability Statement, prepared by Hoare Lea, dated November 2014, BREEAM Pre-Assessment Report - La Swap Building, Parliament Hill School Rev. 1, prepared by Hoare Lea, dated October 2014, BREEAM Pre-Assessment Report - Parliament Hill School Rev. 1, prepared by Hoare Lea, dated August 2014, PERS Audit - Project No. 13-255-03, prepared by Odyssey Markides dated July 2014, CERS Audit - Project No. 13-255-04, prepared by Odyssey Markides dated July 2014, Extended Phase 1 Habitat Survey - Parliament Hill School, prepared by Marishal Thompson Group Arboricultural & Ecological Consultants, dated 29 November 2013, Extended Phase 1 Habitat Survey - William Ellis School, prepared by Marishal Thompson Group Arboricultural & Ecological Consultants, dated 29 November 2013, Bat Presence / Absence Survey - Buildings and Trees at Parliament Hill School, prepared by Environmental Services, dated 8 October 2014, Bat Presence / Absence Survey - Buildings and Trees at William Ellis School, prepared by Environmental Services, dated 1 October 2014, Air Quality Planning Checklist 2014/ 7683/ P - Parliament Hill School, William Ellis School and Sixth Form Application (REP MC 150210 - AQA Planning Report 10.02.15), dated 10 January 2015, Draft Construction Management Plan (Report No.13-255-02 Rev C), prepared by Odyssey Markides dated December 2014, 13-255-101 Rev A -

CONSTRUCTION SITE ENTRY AND EXIT-
STAGE 1 (SHEET 1 OF 2), 13-255-102 Rev A -
CONSTRUCTION SITE ENTRY AND EXIT-
STAGE 1 (SHEET 2 OF 2), 13-255-103 -
CONSTRUCTION SITE ENTRY AND EXIT-
STAGE 2 (SHEET 1 OF 2), 13-255-104 -
CONSTRUCTION SITE ENTRY AND EXIT-
STAGE 2 (SHEET 2 OF 2), 13-255-105 -
PEDESTRIAN FOOTWAY DIVERSION
DURING WORKS, Drawing No. 13-255-001 –
Site Location, Drawing No. 13-255-004 - HGV
Access to site, Drawing No. 08-255-005 - HGV
egress from site, Parliament Hill and William Ellis
Schools - Daylight and Sunlight Report,
prepared by Point Surveyors, dated 24th June
2014, A-WES – PL-X2 EL-XX-GA 0120 REV P,
A-WES – PL-X2 EL-XX 0170 REV P, A-WES –
PL-X2 PL-00-GA 0161 REV P, A-WES – PL-X2
PL-00-GA 0101 REV P, A-WES – PL-X2 PL-01-
GA 0162 REV P, A-WES – PL-X2 PL-01-GA
0102 REV P, A-WES – PL-X2 PL-02-GA 0163
REV P, A-WES – PL-X2 PL-02-GA 0103 REV P,
A-WES – PL-X2 PL-B01-GA 0100 REV P, A-
WES – PL-X2 PL-B01-GA 0160 REV P, A-WES
– PL-X2 PL-RF-GA 0104 REV P, A-WES – PL-
X2 PL-RF-GA 0164 REV P, A-WES – PL-X2 SE-
AA-GA 0180 REV P, A-WES – PL-X2 SE-XX-GA
0181 REV P, A-PHS – PL-X- PL-00-SI 0612, A-
PHS – PL-X- PL-00-SI 0500 REV P, A-PHS –
PL-X- PL-00-SI 0501 REV P, A-PHS – PL-X- PL-
00-SI 0600 REV P, A-PHS – PL-X- PL-00-SI
0601 REV P, A-PHS – PL-X- PL-00-SI 0610
REV P, A-PHS – PL-X- PL-00-SI 0611 REV P,
A-PHS – PL-X- PL-00-SI 0612 REV P, A-PHS –
PL-X- PL-00-SI 0613 REV P, A-PHS – PL-X- PL-
00-SI 0614 REV P, A-PHS – PL-X- EL-XX-GA

0120 REV P, A-PHS – PL-X- EL-XX-GA 0121
REV P, A-PHS – PL-X1- SE-XX-GA 0180 REV
P, A-PHS – PL-X1- SE-XX-GA 0181 REV P, A-
PHS – PL-X1- SE-XX-GA 0182 REV P, A-PHS –
PL-X1- SE-XX-GA 0183 REV P, A-LAS – PL-X1-
EL-XX-GA 0172 REV P, A-LAS – PL-X1- PL-00-
GA 0165 REV P, A-LAS – PL-X1- PL-00-GA
0166 REV P, PL-X1- SE-XX-GA 0185 REV P
(LAS PROPOSED SECTION), A-PHS – PL-X1-
EL-XX-GA 0170 REV P, A-PHS – PL-X1- EL-
XX-GA 0171 REV P, PHS A GA-PL-00-0100
REV P, PHS A GA-PL-01-0101 REV P, PHS A
GA-PL-02-0102 REV P, PHS A GA-PL-03-0103
REV P, PHS A GA-PL-04-0104 REV P, A-PHS –
PL-X1- PL-00-GA 0161 REV P, A-PHS – PL-X1-
PL-01-GA 0162 REV P, A-PHS – PL-X1- PL-02-
GA 0163 REV P, A-PHS – PL-X1- PL-RF-GA
0164 REV P, A-PHS – PL-X1- PL-B01-GA 0160
REV P

2.12 “the Employment
and Training Plan”

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.10 of this Agreement through (but not be limited to) the following:-

1. ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
2. make provision during the Construction Phase for no less than 15 (fifteen) work placements;

3. ensure delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

2.13 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (i) The incorporation of the measures set out in the submission documents entitled Sustainability Statement, prepared by Hoare Lea dated November 2014, BREEAM Pre Assessment Report - La Swap Building, Parliament Hill School Rev. 1 prepared by Hoare Lea, dated October 2014 and BREEAM Pre-Assessment Report - Parliament Hill School Rev. 1 prepared by Hoare Lea, dated August 2014
- (ii) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 35% in carbon emissions in relation to the Property using a

combination of complementary low and zero carbon technologies;

- a. separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- b. a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- c. measures to ensure sufficient space is provided within the new plant room for future expansion of the current low demand CHP to a more substantial CHP plant, together with a commitment to implementing measures to a local energy CHP network when appropriate in the future;
- d. 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;
- e. 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

- 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

2.14 "the Highways Contribution"

the sum of £42,143.50 (forty two thousand one hundred and forty three pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include repaving the footway and existing crossover on the Highgate Road boundary ("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

2.15 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references

to "Implementation" and "Implement" shall be construed accordingly

- 2.16 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.17 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.18 "Local Procurement Code" the code annexed to the **Third Schedule** hereto
- 2.19 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.20 "the Parties" mean the Council the Owner [and the Mortgagee/Interested Party/Leaseholder]
- 2.21 "the Pedestrian, Cycle and Environmental Improvements Contribution" the sum of £40,000 (Forty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
- 2.22 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 December 2014 for

which a resolution to grant permission has been passed conditionally under reference number 2014/7683/P subject to conclusion of this Agreement

- 2.23 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.24 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.25 "the Property" the land known as Parliament Hill School, William Ellis School & La Swap Sixth Form Highgate Road, London NW5 1RN the same as shown shaded grey on the plan annexed hereto
- 2.26 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.27 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.28 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

- 2.29 "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
- 2.30 "Ribbon Building" the new building forming part of the Development to be known as the Ribbon Building and identified as such on the drawings submitted with the Planning Application
- 2.31 "Ribbon Building Plan" a plan to be submitted to the Council and approved by the Council in writing which controls the use of the Ribbon Building outside of normal school hours, such plan to include:
- (a) the hours / schedule of operation of the proposed rooms facing the private habitable rooms within Clevedon Mansions;
 - (b) contact details for person(s) responsible for administering and ensuring that the plan is complied with including contact details to be provided to the owners/occupiers of those units within Clevedon Mansions which include private habitable rooms facing the Ribbon Building;
 - (c) a procedure for amending or updating the plan with the Council's prior express written agreement
- 2.32 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the

drawings submitted and agreed with the Council;

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

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

2.33 “the School Travel Plan Monitoring Contribution”

the sum of £5,728 (five thousand seven hundred and twenty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner’s School Travel Plan over a six year period from the date of first Occupation of the Development

2.34 “the School Travel Plan Co-ordinator”

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

2.35 “the School Travel Plan”

a plan setting out a package of measures to be adopted by the Owner in the management of the School with a view to inter alia reducing trips in motor vehicles to and from the School by 20% over 5 years (based on the average figures of

car use over the last 5 years) and promoting the use of environmentally friendly transport incorporating but not limited to the following measures/information:

- (a) provision of information highlighting the areas pupils travel from and the form of transport they take in order to attend the School;
- (b) promotion of travel awareness activities (for example a Walk to School on Wednesdays program) to be agreed with the Council;
- (c) introduction of cycle training for pupils;
- (d) introduction and promotion of a car sharing scheme for travel to and from the School involving: the grouping of parents into postcode clusters the active invitation of these groups to the car share scheme by letter and the co-ordination of this process in a manner carried out by The Royal School Hampstead such as putting parents in touch with each other;
- (e) information on the School Travel Plan to be provided to parents pupils prospective students and members of the public and to be readily available in a variety of different media in particular the following wording must be incorporated into the School's prospectus:

“There are a large number of students attending schools in the area. This puts severe strain on the local road network as half of these children arrive by car. The London Borough of Camden’s school run policy is to reduce the number of children coming to school by car and encourage walking, cycling, school buses, and the use of public transport. In pursuit of this objective the London Borough of Camden are restricting school parking dispensations (allowing 15 minutes parking in a residents bay or on a single yellow line) to a very low figure. You should be aware that you are highly unlikely to receive a dispensation throughout your time at the school and be prepared to make suitable arrangements.”

- (f) any community use of the facilities at the School to be restricted during peak traffic times and for the avoidance of doubt extended school use or and after-school club run by or on behalf of the School shall be deemed to be school use and not community use), and
- (g) provide to the Council yearly updates on the School’s Travel Plan to ensure that it remains up-to-date. Yearly updates will include the results of a hands-up survey showing how pupils travel to the School and how they would like to travel to school and an update of the School

Travel Plan in line with Department for Education and Skills standards.

2.36 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation in accordance with the following three reports submitted with the Planning Application: BREEAM Pre-Assessment Report - La Swap Building, Parliament Hill School Rev. 1, prepared by Hoare Lea, dated October 2014; BREEAM Pre-Assessment Report - Parliament Hill School Rev. 1, prepared by Hoare Lea, dated August 2014; Sustainability Statement, prepared by Hoare Lea, dated November 2014, and which shall:

- (a) in relation to the LA Swap Building and the Ribbon buildings forming part of the Development be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic

policies on sustainability contained within its Development Plan; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, [7, 8, and 9] hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 **CAR CAPPED**

- 4.1.1 To ensure that prior to occupying any part of the Development any employee or resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit or a Residents Parking Permit to park a vehicle in a Business Parking Bay or 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.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

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

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

4.3 HIGHWAYS CONTRIBUTION

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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

4.4 PEDESTRIAN, CYCLE AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.4.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cycle and Environmental Improvements Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian, Cycle and Environmental Improvements Contribution in full.

4.5 SERVICE MANAGEMENT PLAN

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

4.5.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

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

4.6 SUSTAINABILITY PLAN

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

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

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

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

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.7.2 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.

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

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

4.8 SCHOOL TRAVEL PLAN

4.8.1 On or prior to the Implementation Date to:-

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

4.8.2 Not to Implement or permit Implementation of any part of the Development until such time as:

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

4.8.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the School Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the School Travel Plan.

4.9 EMPLOYMENT AND TRAINING PLAN

4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training 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 Employment and Training Plan

4.10 LOCAL EMPLOYMENT

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

4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 above the Owner shall use Reasonable Endeavours to work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

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

4.10.3 The Owner shall use Reasonable Endeavours to ensure that at all times during the Construction Phase no less than 7 (seven) construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

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

4.10.4 If the Owner is unable to provide the apprentices in accordance with Clause 4.10.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

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

4.10.5 Notwithstanding the provisions in clause 4.10.4 of this Agreement, during the Construction Phase the Owner shall use Reasonable Endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.11 LOCAL PROCUREMENT

4.11.1 Prior to Implementation to agree a programme during the construction of the Development 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.

4.11.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.11.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement

Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.11.4 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.

4.12 RIBBON BUILDING PLAN

- 4.12.1 On or prior to Occupation to submit to the Council for approval the Ribbon Building Plan.

- 4.12.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Ribbon Building Plan as demonstrated by written notice to that effect.

- 4.12.3 After the Occupation Date the Owner shall strictly comply with the Ribbon Building Plan and in the event that any aspect of the Ribbon Building Plan is not strictly complied with the Owner shall forthwith take all necessary steps to remedy any such non-compliance.

4.13 COMMUNITY INVOLVEMENT PLAN

- 4.13.1 On or prior to Occupation to submit to the Council for approval the Community Involvement Plan.

- 4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Involvement Plan as demonstrated by written notice to that effect.

- 4.13.3 After the Occupation Date the Owner shall strictly comply with the Community Involvement Plan and in the event that any aspect of the Community Involvement Plan is not strictly complied with the Owner shall forthwith take all necessary steps to remedy any such non-compliance.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/7683/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (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 2014/7683/P.

- 5.7 Payment of the financial contribution pursuant to Clauses 4.3 (Highways Contribution), 4.4 (Pedestrian, Cycle and Environmental Improvements Contribution), 4.8.1 (Travel Plan Monitoring Fee), 4.10.4 (Additional Training and Employment Contribution) (if applicable) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2014/7683/P or by Electronic Transfer directly to the National Westminster Bank, Hampstead Village Branch, quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 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 Owner.
- 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

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

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.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/7683/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner [or the Mortgagee/Interested Party/Leaseholder] nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner [and the Mortgagee/Interested Party/Leaseholder] in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner [and the Mortgagee/Interested Party/Leaseholder] have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
[APPLICANT/OWNER/FREEHOLDER])
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
[MORTGAGEE])
by)
in the presence of:-)

.....

EXECUTED AS A DEED BY)
[INTERESTED PARTY/LEASEHOLDER])
in the presence of:)

.....
Witness Signature
Witness Name:
Address:
Occupation:

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory

THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

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

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

- i. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- ii. Proposed start and end dates for each phase of construction.
- iii. The proposed working hours within which vehicles will arrive and depart.
- iv. The access arrangements for vehicles.
- v. 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
- vi. 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.
- vii. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- viii. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- ix. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- x. Details of proposed parking bays suspensions and temporary traffic management orders.
- xi. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- xii. Details of hoarding required or any other occupation of the public highway.
- xiii. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- xiv. Details of how traffic associated with the Development will be managed in order to reduce congestion.
- xv. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- xvi. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- xvii. Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- xviii. 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.
- xix. 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”
- xx. Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- xxi. 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.

xxii. Any other relevant information with regard to traffic and transport.

xxiii. The Construction Management Plan should also include the following statement:-
"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE SECOND SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

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

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

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

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

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

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

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

B - Techniques to control dust emissions from construction and demolition

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

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

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

THE 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 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 Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners 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 Owner meets 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 Owner , main contractor and subcontractors.

The Council will seek to ensure that the Owner 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 Owner s 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 Owner , their main contractor and subcontractors.

Facilities Management

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

The Council will assist the Owner , 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.

The National Planning Policy Framework states that... “*All developments which generate significant amounts of movement should be required to provide a Travel Plan.*”

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

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner 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 Owner 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 School students, staff 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 school students, staff and visitors
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for school students, staff and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by 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 school students and staff 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 School.
- 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 Servicing Management Plan for the site 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 deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and in particular at the beginning and end of the school day
- 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.