

DATED 5TH JANUARY 2015

(1) TRANSPORT FOR LONDON

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

**LAND BOUNDED BY FISHER STREET, CATTON STREET
AND 8-10 SOUTHAMPTON ROW
(FORMER SITE OF 1-2 FISHER STREET AND 2-6 (EVEN) CATTON STREET)**

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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CLS/COM/JL/1685.2034
vFINAL

THIS AGREEMENT is made the 5th day of January 2014⁵

B E T W E E N:

- i. **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL908650.
- 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 13 March 2013 and the Council resolved on 7 November 2013 to grant permission conditionally under reference number 2013/1477/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 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.

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 £7,000 (seven thousand pounds) per each apprentice not provided in accordance with clause 4.9.3 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 King's Cross Construction Skills Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden
- 2.3 "Affordable Housing" low cost housing including social rented housing affordable rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.4 "Affordable Housing Contribution" the sum of £870,000 (eight hundred and seventy thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden

- 2.5 "Affordable Housing Deferred Contribution" the sum not exceeding £2,135,900 (two million one hundred and thirty five thousand and nine hundred pounds) indexed in line with the House Price Index from the date of this Agreement to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.6 "the/this Agreement" this agreement comprising planning obligations made pursuant to Section 106 of the Act
- 2.7 "Assessment Certified Sum" shall have the meaning set out in clause 4.2.5 (a) of this Agreement
- 2.8 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.9 "the Community Facilities Contribution" the sum of £42,140 (forty two thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property
- 2.10 "Conservation Area" the Bloomsbury Conservation Area and the Kingsway Conservation Area
- 2.11 "Construction Management Plan" a plan setting out the measures that the Owner 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 Owner in order to mitigate and offset potential or likely effects and impacts arising from 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) proposals to ensure there are no adverse effects on the Conservation Area features and adjoining listed buildings during the Construction Phase
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and

or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.12 "the Construction Phase"

the whole period between

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

2.13 "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

2.14 "Crossrail Works"

the Crossrail Act 2008 railway works to construct a cross-London rail link and associated railway stations and station improvements between Shenfield and Abbey Wood to the east and Maidenhead and Heathrow Airport to the west;

2.15 "the Development"

the over-site development of the Property pursuant to the Planning Permission for the erection of a part 8/part 9 storey building to provide 22 residential units (Class C3) namely 5

x 1-bedroom, 14 x 2-bedroom, 2 x 3-bedroom and 1 x 4-bedroom self-contained flats with associated entrances, refuse and cycle storage and substation; alterations to ground floor facade and screening of Crossrail head house building as shown on drawing numbers approved by the Planning Permission (but for the avoidance of doubt excluding the Crossrail Works)

2.16 "the Education Contribution"

the sum of £65,120 (sixty five thousand one hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.17 "the Energy Efficiency and Renewable Energy Plan"

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

- (a) the incorporation of the measures set out in the submission document entitled Sustainability Statement by Jacobs dated March 2013;
- (b) any 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 use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of

complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) 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 Local Development Framework;
- (g) measures to secure a post Construction Phase 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

(h) identifying means of ensuring the provision of appropriate information to the Council and provision of a mechanism for review and update of the Energy Efficiency and Renewable Energy Plan as may reasonably be required from time to time

2.18 "Exempted Works"

an operation or item of work of or connected with or ancillary to site or soil investigations ground investigations site survey works and the erection of temporary hoardings and fences

2.19 "Existing Site Value"

the sum of £6,128,500 indexed in line with the House Price Index from the date of this Agreement

2.20 "the Highways Contribution"

the sum of £15,673.11 (fifteen thousand six hundred and seventy three pounds and eleven 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 the event of receipt for the carrying out of the Highways Works all works to 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

2.21 "Highways Works"

works to the Public Highway and associated measures in the vicinity of the Property such works to include repaving the footway adjacent to the Property on Catton Street, Fisher Street and Southampton Row (save to the extent that

		such repaving has already been completed in connection with the Crossrail ventilation and intervention shaft at the Property and is not damaged by the Development), the removal of two redundant vehicle crossovers and the relocation and/ or removal of street furniture items
2.22	"House Prices Index"	the Land Registry House Prices Index for the London Borough of Camden or, in the event that such index ceases to be published, a comparable index to be agreed between the Parties
2.23	"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 but for the purposes of this Agreement shall not include the Exempted Works and references to "Implementation" and "Implement" shall be construed accordingly
2.24	"King's Cross Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.25	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.26	"the Local Employment and Procurement 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 4.9 and 4.11 of this Agreement

- 2.27 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.28 "Monitoring Contribution" the sum of £6,695 to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the purposes of processing and monitoring compliance with the obligations set out in this Agreement
- 2.29 "Occupation Date" the date when any part of the Development is occupied but not including any occupation for the purposes of construction, fitting out or marketing and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.30 "the Parties" mean the Council and the Owner
- 2.31 "the Pedestrian Cyclist and Environmental Contribution" the sum of £20,000 (twenty 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 transport pedestrian cycle and public realm improvements in the vicinity of the Property.
- 2.32 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 13 March 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/1477/P subject to conclusion of this Agreement

- 2.33 "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 hereof
- 2.34 "the Planning Permission" a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto at Appendix 2
- 2.35 "the Property" the land bounded by Fisher Street, Catton Street and 8-10 Southampton Row, London WC1 (Former Site Of 1-2 Fisher Street And 2-6 (Even) Catton Street), being part of the Cross London Rail Links the same as shown edged red on the plan annexed hereto at Appendix 3
- 2.36 "the Public Highway" any carriageway footway and/or verge adjoining the Property and maintainable at public expense
- 2.37 "Public Open Space Contribution" the sum of £22,341 (twenty two thousand three hundred and forty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for 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 Property

2.38 "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 Property is situated

2.39 "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

2.40 "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 50% of the credits in each of the Energy Water and Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Local Development Framework; and
- (c) measures to secure a post Construction Phase 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

- 2.41 "the Training and Employment Contribution" the sum of £3,000 (three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the cost of the apprentice placement training and support and mentoring service provided by the King's Cross Construction Skills Centre and to other training and employment support projects in the London Borough of Camden
- 2.42 "Viability Assessment" the viability appraisal agreed between the Owner and the Council in November 2013 as part of the Planning Application a summary of which is attached to this agreement at Appendix 1 for reference
- 2.43 "Viability Certified Sum" shall have the meaning set out in clause 4.2.5(b) of this Agreement
- 2.44 "Viability Update Assessment" an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to be presented in substantially the same form as the Viability Assessment and be based on the same percentage developer's return on market

housing value as set out in the Viability Assessment or such alternative percentages as may be proposed by the Owner and agreed by the Council in writing with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Development such assessment shall include (but not be limited to) the following:-

- a. a copy of the Viability Assessment (if requested by the Council);
- b. receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;
- c. a solicitors certification confirming the sales of the residential units forming part of the Development were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the residential units forming part of the Development;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees (save where such transaction takes place on an arm's length and bona fide basis); or

(iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;

d. any further information the Council acting reasonably requires

2.45 "Viability Update Deficit"

a negative figure or figure of zero produced by taking the net residual site value of the Development established by the Viability Update Assessment (such value to be calculated without reference to the Affordable Housing Contribution) and subtracting the Existing Site Value and then subtracting a sum equal to the Affordable Housing Contribution

2.46 "Viability Update Surplus"

a positive figure produced by taking the net residual site value of the Development established by the Viability Update Assessment (such value to be calculated without reference to the Affordable Housing Contribution) and subtracting the Existing Site Value and then subtracting a sum equal to the Affordable Housing Contribution

2.47 "Working Day(s)"

any day of the week other than Saturday or Sunday or any bank holiday and any other day upon which the Council's offices are closed to the public

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving

- title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 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.
- 3.9 The Parties acknowledge that they are under a duty to act reasonably and if any agreement, consent, expression of satisfaction or other approval is due from one party to another or any person on their behalf under the terms of this Agreement it shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 AFFORDABLE HOUSING DEFERRED CONTRIBUTION

4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution (less the Affordable Housing Contribution) in full but nothing in this Agreement shall require the Owner to pay a sum greater than the maximum Affordable Housing Deferred Contribution (less the Affordable Housing Contribution).

4.2.2 To submit the Viability Update Assessment to the Council for approval in writing either:-

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

(b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for no less than 11 (eleven) residential units forming part of the Development and provides sufficient information to the Council to evidence the same.

4.2.3 Not to complete on the sale of more than 11 (eleven) residential units until such time as the Viability Update Assessment has been submitted to the Council for approval in writing but for the avoidance of doubt nothing in this Agreement shall prevent the Owner from exchanging on the sale of more than 11 (eleven) residential units.

- 4.2.4 To pay a contribution of £5,000 at the date of submission of the Viability Update Assessment to cover the Council's costs in verifying the material and information contained within the Viability Update Assessment
- 4.2.5 Upon the issue of the approval of the Viability Update Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Viability Update Assessment; and
 - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4.2 of this Agreement as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement.
- 4.2.6 If the Assessment Certified Sum exceeds the payment made in accordance with clause 4.2.4 of this Agreement then the Owner shall within forty-two (42) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.7 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.2.8 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the maximum Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Viability Update Surplus up to a maximum of the Affordable Housing Deferred Contribution less the Affordable Housing Contribution (on the basis that this has already been paid).
- 4.2.9 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the maximum Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution less the Affordable Housing Contribution (on the basis that this has already been paid).

4.2.10 The Owner shall within forty-two (42) days of receipt of the certificate specifying the Viability Certified Sum pay to the Council any Viability Certified Sum which is due.

4.2.11 Not to Occupy or permit Occupation of any more than 15 (fifteen) residential units until such time as the Viability Certified Sum has been paid to the Council.

4.3 **CAR FREE**

4.3.1 The Owner 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 Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.3.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

4.4 **COMMUNITY FACILITIES CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contributions in full.

4.5 **CONSTRUCTION MANAGEMENT PLAN**

- 4.5.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 Unless otherwise agreed by the Council, 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.6 EDUCATION CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.
- 4.6.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

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 (unless otherwise agreed by the Council in writing) until a satisfactory post-completion review has been submitted to and approved by the Council in writing demonstrating 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 (as approved by the Council from time to time) unless otherwise agreed by the Council in writing.

4.8 HIGHWAYS WORKS

- 4.8.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.8.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly

expended by the Council in carrying out the Highway Works.

4.8.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within forty-two (42) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.8.6 If the Certified Sum exceeds the Highway Contribution then the Council shall within forty-two (42) days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.9 LOCAL EMPLOYMENT

4.9.1 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.

4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) the King's Cross Construction Skills 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 Skills Centre;
- b) the King's Cross Construction Skills Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) all construction vacancies to be advertised exclusively through the Kings Cross Construction Skills Centre for a period of no less than one week before promoting more widely;
- d) that the King's Cross Construction Skills 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;

- e) 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 Skills Centre and employed during the Construction Phase; and
- f) the provision of an agreed number of work placement opportunities during the Construction Phase of not less than 2 weeks each to be recruited through the Kings Cross Construction Skills Centre.

4.9.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 2 construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

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

4.9.4 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Training and Employment Contribution in full.

4.9.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 of this Agreement for reasons demonstrated to the reasonable satisfaction of the Council it shall:-

- (a) forthwith pay the Council the Additional Training and Employment Contribution (or the relevant proportion thereof in relation to each apprentice place not provided) in full and for the avoidance of doubt the Additional Training and Employment Contribution is to be paid in addition to the Training and Employment Contribution and not in substitution of the same; and

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

4.9.6 Notwithstanding the provisions in clause 4.9.3 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 King's Cross Construction Skills Centre.

4.10 **LOCAL EMPLOYMENT AND PROCUREMENT PLAN**

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Local Employment and Procurement Plan.

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

4.10.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Employment and Procurement Plan (unless otherwise agreed by the Council in writing) 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 Local Employment and Procurement 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.

4.10.4 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 Local Employment and Procurement 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 Local Employment and Procurement Plan (unless otherwise agreed by the Council in writing).

4.11 **LOCAL PROCUREMENT**

4.11.1 Prior to Implementation to agree a programme with the Council during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and services 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 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.

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

4.11.4 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 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION

4.12.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Contribution in full.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

4.13 PUBLIC OPEN SPACE CONTRIBUTION

4.13.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.13.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.14 SUSTAINABILITY PLAN

- 4.14.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.14.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.14.3 Not to Occupy or permit Occupation of the Property (unless otherwise agreed by the Council in writing) until a satisfactory post-completion review has been submitted to and approved by the Council demonstrating that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.14.4 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 unless otherwise agreed by the Council in writing.

4.15 MONITORING CONTRIBUTION

- 4.15.1 The Owner shall pay 50% of the Monitoring Contribution to the Council on or prior to completion of this Agreement.
- 4.15.2 The Owner shall pay the remaining 50% of the Monitoring Contribution to the Council on or prior to the Implementation Date.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows

- 5.1 To use the commuted sums and other financial contributions (including any interest accrued thereon) payable by the Owner pursuant to this Agreement solely for the purpose or purposes for which such monies are allocated and intended in accordance with the terms of this Agreement and to maintain a record of expenditure

which shall be made available to the Owner upon reasonable request in writing (always provided that such request is not made more than once every financial year).

- 5.2 To give notice to the Owner of its decision to approve or refuse to approve (giving detailed reasons in the event of a refusal) any Viability Update Assessment submitted by the Owner pursuant to this Agreement as soon as reasonably practicable following receipt of such Viability Update Assessment.
- 5.3 To issue to the Owner a certificate specifying the Assessment Certified Sum as soon as reasonably practicable following approval of any Viability Update Assessment.
- 5.4 To issue to the Owner a certificate specifying the Viability Certified Sum as soon as reasonably practicable following approval of any Viability Update Assessment.
- 5.5 To the extent that the Assessment Certified Sum is less than the sum of £5,000 paid in accordance with clause 4.2.4, to refund to the Owner any part of the sum paid in accordance with clause 4.2.4 but not expended by the Council as soon as reasonably practicable following the issue of the certificate specifying the Assessment Certified Sum and in any event within twenty eight Working Days of the issue of such certificate.
- 5.6 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.7 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including where reasonable to notify the Owner of any obligation which the Council considers has been breached and stating what steps the Council considers to be reasonably required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.
- 5.8 Any financial contribution (or any part thereof) received by the Council pursuant to this Agreement which remain unexpended or uncommitted at the tenth (10th) anniversary of the Occupation Date shall be repaid to the party who made the

payment by the Council within twenty eight (28) days of receipt of written request for the same.

- 5.9 The Council shall confirm to the Owner in writing receipt of any financial contributions paid by the Owner pursuant to this Agreement as soon as reasonably practicable following receipt.

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

- 6.1 The Owner 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.
- 6.2 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 8.1 hereof quoting the Planning Permission reference 2013/1477/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any reasonable and proper 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 and provided that the Owner shall not be responsible for any costs of the Council incurred in respect of enforcement action which is successfully defeated or challenged by the Owner.

- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1000 in respect of each such request 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.
- 6.6 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 2013/1477/P.
- 6.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting reference 2013/1477/P 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.
- 6.8 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.
- 6.9 Any sums referred to in this Agreement as payable or to be applied (for the avoidance of doubt excluding the Affordable Housing Deferred Contribution and the Existing Site Value which are subject to indexation in accordance with the House

Prices Index) 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

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

- 6.10 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.

7. **DISPUTES**

- 7.1 For the avoidance of doubt, this clause 7 shall apply solely in respect of any dispute, disagreement or difference arising out of or in respect of clause 4.2 (Affordable Housing Deferred Contribution) of this Agreement (or an associated defined term in clause 2).
- 7.2 Where the parties are in dispute or disagreement or have any differences relating to any matter arising out of or in respect of clause 4.2 (Affordable Housing Deferred Contribution) of this Agreement (or an associated defined term in clause 2) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute arising including holding at least one meeting between representatives of the parties with persons present who are vested to settle the dispute on behalf of the party that he or she represents.

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

- 8.1 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 2013/1477/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.

- 8.2 This Agreement shall be registered as a Local Land Charge.
- 8.3 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.
- 8.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 8.5 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.
- 8.6 Neither the Owner 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.

8.7 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.

8.8 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.

8.9 The obligations contained in this Agreement shall not be binding or enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Property unless and until such mortgagee or chargee has entered into possession of the Property or any part thereof to which such obligation relates.

9. **RIGHTS OF THIRD PARTIES**

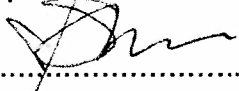
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

10. **GOVERNING LAW**

This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England.

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

THE COMMON SEAL OF)
TRANSPORT FOR LONDON)
was hereunto affixed)
in the presence of:)



.....
Duly Authorised Signatory

4700



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

APL

.....
Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

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

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

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

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

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

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

Saving Trust. Details of the plant and control equipment shall be included in the method statement.

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

B - Techniques to control dust emissions from construction and demolition

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

C - Air Quality Monitoring

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

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

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

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person 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 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 Construction Management Plan should also include the following statement:-

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

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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained 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.

APPENDIX 1
Viability Assessment Summary

|

REVENUE

Units	Bed	Floor	Ft	£ Sq Ft	Sales	
1	1		1	647	£1,280	£828,073
2	2		1	936	£1,225	£1,146,883
3 2dup			1/2	1192	£1,188	£1,415,506
4 2dup			1/2	1352	£1,272	£1,719,895
5	2		2	913	£1,238	£1,130,414
6	2		2	938	£1,250	£1,171,959
7	1		3	549	£1,340	£735,630
8	1		3	618	£1,340	£827,944
9	2		3	874	£1,254	£1,096,244
10	2		3	898	£1,275	£1,144,178
11	1		4	512	£1,340	£686,588
12	1		4	581	£1,340	£778,902
13	2		4	836	£1,246	£1,041,924
14	2		4	879	£1,257	£1,105,307
15	2		5	836	£1,240	£1,037,500
16	2		5	859	£1,242	£1,066,777
17	2		5	978	£1,299	£1,270,741
18	2		6	718	£1,267	£909,597
19	2		6	723	£1,260	£911,099
20	2		6	843	£1,359	£1,145,169
21	2		7	799	£1,336	£1,066,803
22	3		7/8	2046	£1,558	£3,188,114
				19529		£25,425,247
Ground Rents						
Yield @	22			£395		£8,690
Deferred	6.00%	16.66666667				£144,833
	0.166666667	0.990335519				£143,434
GDV						
Purchaser's Costs						
Deduction		2.58%				
Ground Rents		£3,608				
		£139,826				
NDV						
£25,565,073						

DEVELOPMENT COSTS

Construction costs						
Residential			28,137	£374	£10,523,238	£8,648,238
MINUS						
Contingency				Site clearance	£1,875,000	
				0%	£0.00	
Section 106						
CIL					£212,967	
					£92,630	
Rights of Light						
Design Team					£1,000,000	£305,597
Marketing			12.50%	£1,315,405		£1,000,000
Sales agent fee			2.50%	£635,631		£1,315,405
Sales legal fee			1.50%	£381,379		£635,631
			0.50%	£127,126		£381,379
						£127,126
Arrangement fee						
NHBC Reg					£120,000	
Void S/C					£26,400	
After Care Service					£17,087	
					£50,000	
Total Costs						
						£213,487
Finance						
Period			6%		£833,373	£12,626,863
			2.2			£833,373
Dev Profit						
			20%		£5,113,736	£5,113,736
Costs						
						£18,573,972
Residual Site Value						
Purchaser's Costs					5.50%	£6,991,101
						£6,626,636
Net Residual Site Value						
					Say	<u>£7,000,000</u>
Existing Site Value						
						£6,128,500
Surplus (A/H payment)						
					Say	£871,500
						£870,000

Notes:

Net Residual Site Value minus Existing Site Value = Surplus (A/H payment)

APPENDIX 2
Draft Planning Permission

GVA Grimley
10 Stratton Street
LONDON
W1J 8JR

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

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

Application Ref: **2013/1477/P**

17 November 2013

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Land bounded by Fisher Street
Catton Street**

8-10 Southampton Row. (Former site of 1-2 Fisher Street and 2-6 (even) Catton Street.

Proposal:

DECISION
Development of Crossrail site for the erection of a part 8/part 9 storey building to provide 22 residential units (Class C3) namely 5 x 1-bedroom, 14 x 2-bedroom, 2 x 3-bedroom and 1 x 4-bedroom self-contained flats with associated entrances, refuse and cycle storage and substation; alterations to ground floor facade and screening of Crossrail head house building. This application is accompanied by an Environmental Statement.

Drawing Nos: Site location plan; (prefix C123-JUL-A-DDL-CR086_OD014_)1-21103 rev P02, 1-21104 rev P02, (prefix C123-JUL-A-DDA-CR086_OD014_)1-21200 rev P01, A-21201 rev P01, B-21202 rev P01, C-21203 rev P01, D-21204 rev P01, E-21205 rev P01, F-21206 rev P01, G-21207 rev P01, H-21208 rev P01, I-21209 rev P01, Z-21401 rev P02, (prefix C123-JUL-A-DDC-CR086_OD014_)Z-21402 rev P02, Z-21403 rev P02, Z-21404 rev P01, Z-21502 rev P01, (prefix C123-JUL-A-DDB-CR086_OD014_)Z-21501 rev P01, Z-21601 rev P01, Z-21602 rev P01, Z-21603 rev P01.

Environmental Statement dated March 2013 Volumes 1 (Main Volume by URS), 2 (Townscape Heritage and Visual Impact Assessment by Tavemor/AVR London), 3 (Technical Appendices by URS) and Non Technical Summary by URS; Design and Access Statement by HOK Architects March 2013; Planning Statement by GVA dated March 2013; Transport Statement by URS dated March 2013; Sustainability Statement by Jacobs March 2013; Lifetime Homes and Wheelchair Homes Statement by HOK dated July 2013; Energy Statement & Low and Zero Carbon Technology Study by Jacobs dated 31st October 2012;

Mechanical Schematic Plan B1348000/M/002 Rev 1; 1st Floor Mechanical & Electrical Plant Requirements Plan B1348000 Rev 0; Email from GVA to GLA dated 12/09/2013; Email from GVA to GLA dated 05/11/2013.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant parts of the work are begun:

DECISION

- a) Details, including samples panel, of all external materials and finishes. The samples shall include a mock-up panel 1m x 1m of the copper shingle cladding. The materials as approved under this condition shall be displayed in the form of a samples board to be retained on site for the duration of the relevant works;

- b) Details including elevations and sections of all entrances, windows, glazing, balconies, balustrades, glass canopy and louvres at scale 1:10;

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The wheelchair adaptable features (3 units in total) and the lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be incorporated in full prior to the first occupation of each residential unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 4 None of the dwellings hereby permitted shall be occupied until full details of sound insulation and/or mitigation have been submitted to and approved in writing by the local planning authority in respect of the following:

a) a scheme of sound insulation and attenuated ventilation so as to ensure that noise from external sources shall not exceed 30dB(A) LAeq (23:00-07:00 hours) in any bedroom or living room

b) sound mitigation measures to be incorporated to terraces and balconies

The approved measures shall be implemented prior to the first occupation of each dwelling and thereafter maintained.

Reason: In the interests of the amenities of future occupiers of the development and in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Technical specification details of the mechanical plant to be installed within the 8th floor plant area as shown on the approved floor plans, together with an accompanying acoustic report, shall be submitted to and approved by the local planning authority prior to installation of this plant. The plant shall not be operated other than in complete accordance with such measures as may be approved.

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

- 6 Noise levels from fixed plant associated with the development at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 7 Before the development commences, full details of a minimum of 26 secure and accessible cycle parking spaces to be provided within the cycle storage area shown on the plans approved shall be submitted to and approved by the local planning authority in writing. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of any of the new units, and thereafter permanently retained.

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

- 8 Prior to the first occupation of the building a plan showing details of the green roofs within the first and eighth floor terrace areas including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans:- Site location plan; (prefix C123-JUL-A-DDL-CR086_OD014_)1-21103 rev P02, 1-21104 rev P02, (prefix C123-JUL-A-DDA-CR086_OD014_)1-21200 rev P01, A-21201 rev P01, B-21202 rev P01, C-21203 rev P01, D-21204 rev P01, E-21205 rev P01, F-21206 rev P01, G-21207 rev P01, H-21208 rev P01, I-21209 rev P01, Z-21401 rev P02, (prefix C123-JUL-A-DDC-CR086_OD014_)Z-21402 rev P02, Z-21403 rev P02, Z-21404 rev P01, Z-21502 rev P01, (prefix C123-JUL-A-DDB-CR086_OD014_)Z-21501 rev P01, Z-21601 rev P01, Z-21602 rev P01, Z-21603 rev P01.

Environmental Statement dated March 2013 Volumes 1 (Main Volume by URS), 2 (Townscape Heritage and Visual Impact Assessment by Tavemor/AVR London), 3 (Technical Appendices by URS) and Non Technical Summary by URS; Design and Access Statement by HOK Architects March 2013; Planning Statement by GVA dated March 2013; Transport Statement by URS dated March 2013; Sustainability Statement by Jacobs March 2013; Lifetime Homes and Wheelchair Homes Statement by HOK dated July 2013; Energy Statement & Low and Zero Carbon Technology Study by Jacobs dated 31st October 2012; Mechanical Schematic Plan

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

- 4 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 5 With respect to condition [9] the green roof details would be expected to achieve as far as possible the features for a biodiverse living roof as described in the Council's Biodiversity advice note - living roofs, a copy of which can be obtained from the Council's Planning Service by emailing planning@camden.gov.uk.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

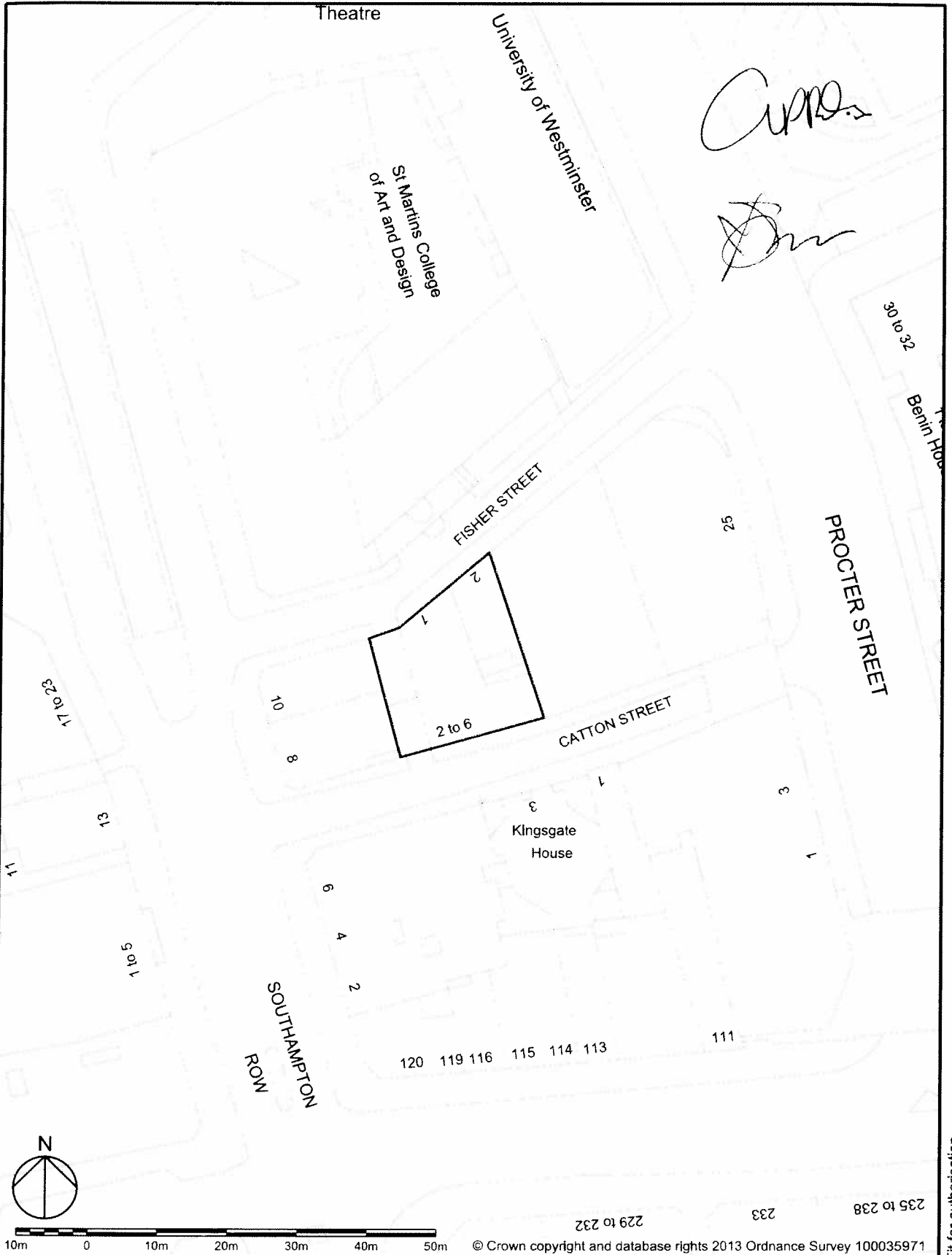
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.


Yours faithfully

Culture and Environment Directorate

APPENDIX 3
Property Plan

Copy Approved for Design - Created: 05-FEB-2013



 Crossrail Limited 25 Canada Square Canary Wharf London E14 5LQ © Crossrail	Contract : Crossrail Line 1 Programme	
	Originator : Crossrail Ltd	
Location : Central Stns General		By : G.SAGE
Title : Fisher Street Shaft Planning Application Red Line plan		Chk : H.CASEY
Date : 05/02/2013	App : J.DALEY	
Scale : 1:750 @ A4	Drg No : CRL1-XRL-T2-DDA-CRG02-00035	Rev : P01 Sult : S4
		Auth : —

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Fit for authorisation

RESTRICTED