

**Date:** 14 July 2016  
**Your Reference:** Martin Pratt  
**Our Reference:** 2016/2265/P (1781.852)  
**Enquiries to:** Gemma Robinson

**Francis Wheat**  
**Director of regeneration & planning**  
**London Borough of Camden**  
**Town Hall Extension**  
**Argyle Street**  
**LONDON**  
**WC1H 8EQ**

Dear Francis

**ELEANOR PALMER PRIMARY SCHOOL – Lupton Street, London NW5 2JA**  
**(SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 8 (Need for a Legal Agreement) of the above-referenced planning permission states that:

*No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions 5-7 (and marked \*).*

Informative 3 states that:

*In the absence of a Section 106 agreement securing the matters covered by conditions marked with \* above, the Department of Planning and Public Protection requires an unequivocal written statement from the Executive Director – supporting people confirming that it will comply with the matters set out in conditions \* (as provided in the form of the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land (not including disposals to individual tenants and occupiers) without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by conditions \* which are outstanding or ongoing.*

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Education (achievement & aspiration) Directorate, in the construction and operation of the proposed development at Eleanor Palmer Primary School, Lupton Street, London NW5 2JA, will comply with the conditions marked with an asterisk in the planning permission referenced 2016/2265/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'MP', enclosed within a light grey rectangular border.

**Martin Pratt**  
**Executive Director – supporting people**  
**London Borough of Camden**

**DATED**

**2016**

**(1) LIMITED**

**and**

**(2) MORTGAGEE PLC/LIMITED**

**and**

**(3) LESSEE/TENANT**

**and**

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

**A G R E E M E N T**

**relating to land known as  
Eleanor Palmer Primary School  
Lupton Street, London NW5 2JA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

1781.852

**THIS AGREEMENT** is made the                      day of                      2016

**B E T W E E N:**

- i.     **APPLICANT LIMITED** (Co. Regn. No.            ) whose registered office is at  
          (hereinafter called “the Owner”) of the first part
  
- ii     **MORTGAGEE** of                      (hereinafter called “                      ”) of the second part
  
- iii    **[INTERESTED PARTY/LEASEHOLDER]** of [            ] (hereinafter called “the                      ”) of  
          the third part]
  
- iv.    **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of  
          Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the  
          fourth 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 NGL87300.
  
- 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    The Planning Application for the Development of the Property was submitted to the  
          Council and validated 22 April 2016 on and the Council resolved to grant permission  
          conditionally under reference number 2016/2265/P subject to conclusion of this legal  
          Agreement.
  
- 1.4    The Council is the local planning authority for the purposes of the Act for the area in  
          which the Property is situated and considers it expedient in the interests of the proper  
          planning of its area that the development of the Property should be restricted or  
          regulated in accordance with this Agreement.

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

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "The Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "the 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 and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to

the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) 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

- (vi) The inclusion of measure to continue to support the boundary wall of Fortess Road both long term and during development, details on alteration to the pillar of the wall and air vent; how the alteration to the foundation of the new structure will be managed, methodology of piling if required.

2.5 “the Construction Management Plan Implementation Support Contribution”

the sum of £1,140 (one 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 for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.6 "the Construction Phase"

the whole period between

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

2.7 “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

2.8 "the Development"

Single storey classroom building to replace existing canopy structure situated adjacent to western boundary, within school courtyard (Use class D1) as shown on drawing numbers:-

[Prefix: 1505-] P001, (existing and proposed:) P002, P003/A, 004, 005, 006/A, 007/A, 008/A, 009/A, 010/A, 011/A, Design & Access Statement 1505\_DAS dated April 2016, Additional Supporting Planning Material Rev A dated 24.5.16

2.9 "the Highways 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following (“the Highways Works”):-

- (a) the reinstatement and repair works to any damage to the public highway required as a result of the Development; and
- (b) any other such works to the public highway in the vicinity of the Property as are reasonably required due to the Development

all works will be subject to final measure 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

2.10 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.11 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.12 "the Parties"

mean the Council the Owner the Mortgagee and the Lessee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 22 April 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2265/P subject to conclusion of this Agreement

2.14 "Planning Obligations Monitoring Officer"

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

2.15 "the Planning

Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.16 "the Property"	the land known as Eleanor Palmer Primary School, Lupton Street, London NW5 2JA the same shown grey on the plan annexed herto
2.17 "the School"	the Eleanor Palmer Primary School located at the Property
2.18 "the School Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the School with a view to inter alia reducing trips in motor vehicles to and from the School by 20% over 5 years (based on the average figures of car use over the last 5 years) and promoting the use of environmentally friendly transport incorporating but not limited to the following measures/information:</p> <ul style="list-style-type: none"> <li>(a) the elements set out in the Second Schedule hereto;</li> <li>(b) provision of information highlighting the areas pupils travel from and the form of transport they take in order to attend the School;</li> <li>(c) promotion of travel awareness activities (for example a Walk to School on Wednesdays program) to be agreed with the Council;</li> <li>(d) introduction of cycle training for pupils;</li> </ul>

(e) introduction and promotion of a car sharing scheme for travel to and from the School involving: the grouping of parents into postcode clusters the active invitation of these groups to the car share scheme by letter and the co-ordination of this process in a manner carried out by The Royal School Hampstead such as putting parents in touch with each other;

(f) information on the School Travel Plan to be provided to parents pupils prospective students and members of the public and to be readily available in a variety of different media in particular the following wording must be incorporated into the School's prospectus:

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

time at the school and be prepared to make suitable arrangements.”

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

2.19 “the School Travel Plan Monitoring Contribution”

the sum of £2,020 (two thousand 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 review and approve the Owner’s School Travel Plan over a six year period from the date of first Occupation of the Development

2.20 “the School Travel Plan Co-ordinator”

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the School Travel Plan and be responsible for the coordination, implementation, reporting and review of the

School Travel Plan with a view to securing an ongoing process of continuous improvement

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Where 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.

- 3.9 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be 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.
- 3.10 It is expressly acknowledged by the Owner that notwithstanding the terms of clause 3.9, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **THE CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to:
- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
  - (ii) submit to the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
- (i) received the Construction Management Plan Implementation Support Contribution in full; and
  - (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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.

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

## **4.2 THE SCHOOL TRAVEL PLAN**

- 4.2.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the School Travel Plan for approval;
- (b) appoint the School Travel Plan Co-ordinator and notify Council; and
- (c) pay to the Council the School Travel Plan Monitoring Contribution

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

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

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

### **4.3 THE HIGHWAYS CONTRIBUTION**

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution
- 4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution.
- 4.3.3 On completion of the Highway Works the Council shall 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 and provide to the Owner evidence of calculation of the same if requested by the Owner together with a breakdown detailing how the Highways Contribution has been spent.
- 4.3.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.3.5 If the Certified Sum is less than the Highways Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

### **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/2265/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part



of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested in writing) provide through its Planning Obligations Monitoring Officer confirmation of compliance and/or (if requested to do so in writing and subject to payment of a fee of £1,000 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.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/2265/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/2265/P. Electronic Transfer be made 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.

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

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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2016/2265/P and in the case of

any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the                    or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

**OR**

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

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

.....  
**Director**

.....  
**Director/Secretary**

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

.....

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

.....  
**Witness Signature**

**Witness Name:**

**Address:**

**Occupation:**

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

.....  
**Authorised Signatory**

**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

## THE SECOND SCHEDULE THE TRAVEL PLAN

### **PART I: Components of the Travel Plan**

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

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

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

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

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

### **In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

- 1. Public Transport and walking**
  - a. Review the public transport needs of School students, staff and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
  - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://www.nationalrail.co.uk))
  - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for school students, staff and visitors

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

**2. Taxis and Minicabs**

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

**3. Traffic Restraint**

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

**4. On-Street Parking Controls**

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

**5. Parking and Travel**

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

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

**6. Traffic Management**

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



## **7. Cycling**

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

- a. secure and well-lit workplace cycle parking

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

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

## **8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and in particular at the beginning and end of the school day
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust ([www.est.org.uk](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

## **PART II: Review and Monitoring of the Travel Plan**

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

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

