

G:\case files/culture & env/planning/lm/s106 Agreements (2015/2997/P)
CLS/COM/LMM/1685.

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A G R E E M E N T
relating to land known as
Centre Heights, 137 Finchley Road, London NW3 6JG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

and

(1) ANASPTEL LIMITED

2016

DATED 24 March

AUTHORITY FOR SEALING
SECTION 106 AGREEMENT

CENTRE HEIGHTS, 137 FINCHLEY ROAD, LONDON NW3 6JG
PLANNING APPLICATION REFERENCE 2015/2997/P

LONDON BOROUGH OF CAMDEN
REQUEST FOR DOCUMENT TO BE SEALED

The attached document is an Agreement entered into under Section 106 of the Town and Country Planning Act 1990

(1) ANASPEL LIMITED

(2) SVENSKA HANDELSBANKEN AB (PUBL)

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

Approved by Development Control Committee

CLIENT STATEMENT

I, Gavin Sexton of Development Control, Environment to make this statement. I am duly authorised by the Director of Culture and Environment to make this statement.



Signed Gavin Sexton

Dated ...23rd March 2016

LEGAL STATEMENT

I certify that I have compared the above statement with the contract documents and confirm that it accurately describes the nature and effect of the document.

Signed 

William Bartlett

Dated: 23 / 03 / 2016

SEAL REGISTER NUMBER

28673

24.3.2016

THIS AGREEMENT is made the 24 day of March 2016

BETWEEN:

I. ANASPTEL LIMITED (incorporated in Cyprus) of 221 Christodoulou Chatzipavlou, Helios Court, 1st Floor, 3036 Limassol, Cyprus and of 12 Dorrington Street, London EC1N 7TB (hereinafter called "the Owner") of the first part

II. SVENSKA HANDELSBANKEN AB (PUBL) of 1st Floor, 77 Kingsway, London WC2B 6SR (hereinafter called "the Mortgagee") of the second 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

WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL716912 subject to a charge to the Mortgagee.

1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 17 July 2015 and the Council resolved to grant permission conditionally under reference number 2015/2997/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.

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"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
2.3	"the Affordable Housing Contribution"	the sum of £185,000 (one hundred and eighty five thousand pounds) 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 Borough
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act

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

2. DEFINITIONS

- 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 NGL716912 and dated 21 August 2014 is willing to enter into this Agreement to give its consent to the same.

2.5	"the Car Park Plan"	means Plan LO11P2 which shows the location and layout of the single disabled car parking spaces) to be provided on the Property as part of the Development			
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed			
2.7	"the Construction Apprentice Default Contribution"	the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision			
2.8	"the Construction Apprentice Support Contribution"	the sum of £6,800 (six thousand eight hundred pounds) being £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of each construction apprentice			
2.9	"the Construction Phase"	the whole period between: (i) the Implementation Date; and (ii) the date of issue of the Certificate of Practical Completion			
2.10	"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 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			

<p>and highway network including (but not limited to):-</p> <p>(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;</p> <p>(ii) incorporation of the provisions set out in the First Schedule annexed hereto;</p> <p>(iii) incorporation of the provisions set out in the Second Schedule annexed hereto;</p> <p>(iv) details of persons and groups consulted, the concerns that have been raised and how those concerns have been taken on board in the preparation of the plan;</p> <p>(v) details of the site manager and the person responsible for community liaison;</p> <p>(vi) amelioration and monitoring effects on the health and</p>	
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<p>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</p>	<p>"the Council's Considerate Contractor Manual"</p>	<p>2.11</p>
<p>amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(vii) 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 and delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(ix) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring reviewing, updating and amending the agreed measures as required from time to time;</p>		

2.12	"Deferred Affordable Housing Contribution"	<p>the sum of £1,083,661 (one million eighty three thousand six hundred and sixty one pounds) 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</p>
2.13	"Deficit"	<p>a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £780,000 (seven hundred and eighty thousand pounds)</p>
2.14	"the Development"	<p>Part two, part three storey extension to Centre Heights building to create 5 no. (3 bed) residential units (use class C3) with associated roof gardens. Relocation of 7 no. telecommunications antennae at roof level and single storey rear extension to existing retail units to create an additional 130sqm of retail (A2 use class) floor space. Demolition of existing multi-storey car park to the rear of existing building and erection of two to four storeys mews development to create 9 no. residential units (use class C3) together with hard and soft landscaping, refuse and recycling facilities and cycle parking as shown on the site location plan and drawing numbers:</p> <p>D_001 P1, L_010 P3, L_011 P2, L_012 P2, L_131 P5, L_132 P5, L_133 P5, L_134 P4, L_221 P6, L_222 P6, L_223 P3, L_400 P1, L_1100 P11, L_1101 P11, L_1102 P11, L_1103</p>

<p>2.15</p>	<p>"the Employment and Training Plan"</p>
<p>P11, L1105 P3, L_1210 P4, L_1211 P4, L_1220 P2, L_1221 P2, 03460/MS/009 P1;D_700_P1</p> <p>and supporting documents:</p> <p>Air Quality Assessment May 2015, Contamination Assessment May 2015, Daylight and Sunlight Report (Anderson Wilde & Harris) May 2015, Draft Construction Management Plan May 2015, Noise Assessment May 2015, Statement of Community Involvement May 2015, Sustainable Urban Drainage System Proposal May 2015, Town Planning Statement, Transport Statement May 2015, Tree Survey and Impact Assessment May 2015, Design and Telecommunications Statement, Design and Access Statement June 2015, Addendum - Verified Views November 2015, Accurate Visual Representation (AVR) Methodology November 2015, Townscape Views October 2015, Sustainability & Energy Statement Addendum (Synergy) September 2015, Daylight & Sunlight Addendum September 2015, Lifetime Homes Statement August 2015, Design and Access Statement Addendum October 2015, Townscape Note (KMHeritage), Security Measures August 2015, SUDs statement (Synergy) October 2015.</p>	<p>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 of this Agreement</p>

<p>2.16</p>	<p>"the Energy Efficiency and Renewable Energy Plan"</p>	<p>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</p>
<p>through (but not be limited to) the following:-</p> <p>a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;</p> <p>b) to ensure a 20% local employment target during the Construction Stage;</p> <p>c) to ensure the provision of 4 construction apprentices;</p> <p>d) make provision during the Construction Phase for no less than 9 work placements of a minimum of two weeks each;</p> <p>e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>f) commit to following the Local Procurement Code</p>		

<p>carbon energy emissions through (but not be limited to) the following:-</p> <p>(i) the incorporation of the measures set out in the Sustainability and Energy Statement (May 2015) and Sustainability and Energy Statement Addendum (September 2015) both submitted as part of the Planning Application;</p> <p>(ii) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 36% beyond Part L 2013 and a 20% reduction in CO2 through renewable energy;</p> <p>(iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <ul style="list-style-type: none"> - safeguarded space for a future heat exchanger; - provisions made in the building fabric/design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to 	
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<p>(v) include a pre-implementation review by an appropriately qualified and recognised independent verification body in respect of the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(vi) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(vii) identifying means of ensuring the</p>	
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<p>provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>		2.17	<p>"the Implementation Date"</p> <p>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</p>	<p>"the Local Procurement Code"</p> <p>the code annexed as the Third Schedule to this Agreement</p>	<p>2.19</p> <p>"Occupation Date"</p> <p>the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly</p>	<p>2.20</p> <p>"Original Viability Assessment"</p> <p>the viability assessment commissioned by the Owner and produced and submitted on the Owner's behalf by Savills dated 17th July 2015 and entitled Viability Assessment Report</p>	<p>2.21</p> <p>"the Parties"</p> <p>mean the Council the Owner and the Mortgagee</p>	<p>2.22</p> <p>"the Pedestrian Cycling and Environmental Contribution"</p> <p>the sum of £35,000 (thirty five 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 towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development</p>	<p>2.23</p> <p>"the Penthouse Apartments"</p> <p>the 5 x penthouse apartments to be provided as</p>
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<p>part of the Development as identified outlined in in Plans L131 P5 and L132 P5</p>	<p>2.24</p> <p>"the Planning Application"</p> <p>a planning application in respect of the development of the Property submitted to the Council and validated on 17 July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2997/P subject to conclusion of this Agreement</p>	<p>2.25</p> <p>"Planning Obligations Monitoring Officer"</p> <p>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</p>	<p>a planning permission granted for the Development substantially in the draft form annexed hereto</p>	<p>2.26</p> <p>"the Planning Permission"</p> <p>an open book assessment to be carried out by the Owner in respect the entire Development and submitted to the Council in accordance with the terms of this Agreement such assessment to be based on the same percentage developer's return on market housing value and on the same percentage contractor's return on affordable housing cost as the Original Viability Assessment or such alternative percentages as 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 assessments shall include</p>	<p>2.27</p> <p>"Post Construction Viability Assessment"</p>
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<p>(but not be limited to) the following:-</p> <p>(a) a copy of the Original Viability Assessment showing the benchmark land value of the Development as £780,000 (seven hundred and eighty thousand pounds);</p> <p>(b) received 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;</p> <p>(c) a solicitors certification confirming the sales of Market Housing Units were arm's length third party bona fide transactions and not:-</p> <p>i) designed to reduce the revenue received from sales of the Market Housing Units;</p> <p>ii) confined to transactions between the Owner and subsidiary companies of the Owner;</p> <p>iii) transactions between the Owner and its employees; or</p> <p>iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;</p>	
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<p>(d) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;</p> <p>(e) any further information the Council acting reasonably requires</p>		2.28
<p>the land known as Centre Heights, 137 Finchley Road, London NW3 6JG the same as shown edged in red on the plan annexed hereto</p>	<p>"the Property"</p>	2.29
<p>the sum of £26,360 (twenty six thousand three hundred and sixty 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 towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development</p>	<p>"the Public Open Space Contribution"</p>	2.30
<p>a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated</p>	<p>"Residents Parking Bay"</p>	2.31
<p>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</p>	<p>"Residents Parking Permit"</p>	2.32
<p>Residential Units</p>		<p>the 14 x residential units (comprising the</p>

<p>Penthouse Apartments and the 9 other residential units) to be provided as part of the Development</p>	<p>a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £780,000 (seven hundred and eighty thousand pounds)</p>	<p>2.33</p> <p>"Surplus"</p>	<p>2.34</p> <p>"the Sustainability Plan"</p>	<p>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 based which shall:-</p> <p>(i) achieve the targets set out in the Sustainability and Energy Statement (May 2015) and Sustainability and Energy Statement Addendum (September 2015) both submitted as part of the Planning Application and sustainable design measures in climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);</p> <p>(ii) include a pre-implementation review by an appropriately qualified recognised and independent professional in respect</p>
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3. NOW THIS DEED WITNESSETH as follows:-

<p>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 Development Plan;</p> <p>(iii) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(iv) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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; and</p> <p>(v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time.</p>	
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3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 CAR CAPPED DEVELOPMENT

4.1.1 The Owner acknowledges that the Development shall be treated as being permanently designated as "car free" for all relevant purposes, subject to the provision of car parking spaces as part of the Development in accordance with the Car Park Plan

4.1.2 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.

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.2 above will remain permanently.

4.1.4 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 4.1.2 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

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

4.2.2 Not to implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

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

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

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

4.3 SUSTAINABILITY PLAN

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

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

4.7 AFFORDABLE HOUSING CONTRIBUTION

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

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

4.6 PUBLIC OPEN SPACE CONTRIBUTION

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution

4.5.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution.

4.5 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

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

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

4.4.2 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.

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

4.7.1 18 months after the Implementation Date to pay to the Council the Affordable Housing Contribution.

4.7.2 Not to Occupy or permit Occupation of more than 20% of the Residential Units until such time as the Council has received the Affordable Housing Contribution.

4.8 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.8.1 The Parties agree that notwithstanding the remaining clauses in 4.8 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.8.2 The Owner shall submit the Post Construction Viability Assessment to the Council for approval in writing at any time after Implementation PROVIDED THAT the Owner shall have exchanged on the sale of:

- i. at least 50% of the Residential Units; and
- ii. either (A) no less than 2 Penthouse Apartments or (B) no more than 11 Residential Units

and provides sufficient information to the Council to evidence the same.

4.8.3 Not to occupy more than 70% of the Residential Units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing and has been approved by the Council (such approval not to be unreasonably withheld or delayed).

4.8.4 If a Post Construction Viability Assessment is carried out pursuant to clause 4.8.2(b) and estimated valuations rather than actual sales values of the Penthouse Apartments are used in carrying out that Post Construction Viability Assessment then, if any sale(s) of any of the Penthouse Apartments is/are completed or agreed (contract for sale entered into) within the twelve month period following the completion of that Post Construction Viability Assessment, that Post Construction Viability Assessment shall be reworked and resubmitted to the Council for approval within 2 months of the completion of the last of such sale(s), using the actual sales values achieved rather than the estimated valuations and any necessary adjustment

shall be made to the Post Construction Viability Assessment. For the avoidance of doubt, the requirements of clauses 4.8.5 and following remain subject to any adjustment that may need to be made pursuant to this clause 4.8.4.

4.8.5 Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4.8 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement (PROVIDED THAT the Viability Certified Sum may be subject to an increase (but not a reduction) in the event that an adjustment is made pursuant to clause 4.8.4).

4.8.6 The Owner shall pay the Council's reasonable costs in assessing the Post Construction Viability Plan (and shall also pay the Council's reasonable costs in assessing any adjustment pursuant to clause 4.8.4). The Council shall notify the Owner in writing of these costs and the Owner shall pay the specified sum within 28 days of receipt of such notice.

4.8.7 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of that Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution or any part thereof in respect of that Post Construction Viability Assessment (PROVIDED THAT the Viability Certified Sum may be subject to an increase (but not a reduction) in the event that an adjustment is made pursuant to clause 4.8.4).

4.8.8 In the event that the approved Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution (PROVIDED THAT the Viability Certified Sum may be subject to an increase (but not a reduction) in the event that an adjustment is made pursuant to clause 4.8.4).

4.8.9 In the event that the approved Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing

Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.

4.8.10 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum (and shall pay any increase in the Viability Certified Sum that results from adjustment following a further assessment pursuant to clause 4.8.4 within 28 days of such increase being agreed).

4.8.11 The total amount (including any adjustment pursuant to clause 4.8.4) of the Viability Certified Sum payable shall not exceed the Deferred Affordable Housing Contribution.

4.8.12 Following payment by the Owner to the Council of the Deferred Affordable Housing Contribution in full, the Owner shall not be required to carry out or submit any further Post Construction Viability Assessment and shall be released from its obligations under this clause 4.8, subject always to any further assessment that is required to be carried out pursuant to clause 4.8.4.

4.8.13 The Owner shall not Occupy or permit Occupation of any more than 70% Residential Units until such time as the Council has confirmed receipt of the Viability Certified Sum in respect of the Post Completion Viability Assessment in writing.

4.8.14 For the purposes of this clause 4.8 the Parties shall operate in accordance with the following procedure:-

(i) the Owner shall provide no less than 28 days' notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;

(iii) upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of that Post Construction Viability Assessment;

- (iii) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.8 of this Agreement (subject to any subsequent further assessment that may be required as a result of clause 4.8.4);
- (iv) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.9 EMPLOYMENT AND TRAINING PLAN

4.9.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

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

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

4.10 LOCAL EMPLOYMENT

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

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

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;

- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the King's Cross Construction Centre and employed during the Construction Phase.

4.10.3 The Owner shall ensure that at all times during the Construction Phase no less than 4 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

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

4.10.4 The Owner shall ensure that during the Construction Phase of the Development no less than 9 work placements of no less than two weeks each and/or work experience opportunities of no less than two weeks each are provided at the Development.

4.10.5 Notwithstanding the provisions in clauses 4.10.3 and 4.10.4 (above) of this Agreement, during the Construction Phase the Owner shall provide training

opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

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

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.10.7 On or prior to the Implementation Date to pay to the Council the Construction Apprentice Support Contribution and not to implement or to permit Implementation until such time as the Council has received the Construction Apprentice Support Contribution.

4.11 LOCAL PROCUREMENT

4.11.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

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

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

4.11.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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 2015/2997/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 to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/2997/P.

5.7 Payment of the Pedestrian Cycling and Environmental Contribution (pursuant to clause 4.5), the Public Open Space Contribution (pursuant to clause 4.6), the Affordable Housing Contribution (pursuant to clause 4.7) and (if applicable) the Deferred Affordable Housing Contribution (pursuant to Clause 4.8) 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 2015/2997/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

- 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
- 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.
- 6.3 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.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 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 2015/2997/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. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
 - 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.

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

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 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.

MORTGAGEE EXEMPTION

7.1 The Mortgagee consents to the completion of this Agreement and declares that its interest in the Property shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property, provided that the Mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

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 in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

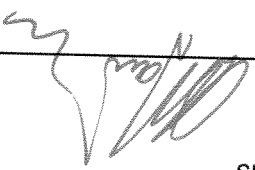
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

Executed as a deed on behalf of

Anaspe Limited a Company Incorporated

in Cyprus

by 

being a person who, in accordance with

the laws of that territory, is acting under

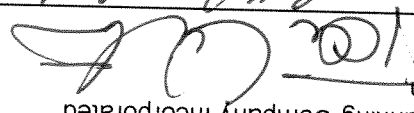
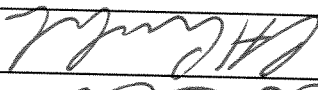
the authority of the Company

Executed as a deed on behalf of

Svenska Handelsbanken AB (publ),

a public banking Company Incorporated

in Sweden

by 
and 

being persons who, in accordance with

the laws of that territory, are acting under

the authority of the Company

**THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction**

Requirements to control and minimise NOx, 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 NOx 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 (NRM) 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 (NRM) 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 away 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

The following items shall be included in the method statement:

- 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 as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g}\cdot\text{m}^{-3}$ (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.

- 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 effects 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 Contractors 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:-

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 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."

- v) Any other relevant information with regard to traffic and transport.
 - w) The Construction Management Plan should also include the following statement:-
 - 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.
- 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.

**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 within Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.

2. The main contractor will work with the Local Procurement Team to include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.

3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

Fitting out by tenants

MANAGEMENT

POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES

B.

- 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.
- (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 :

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

Facilities Management

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

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