

DATED

26 October

2016

(1) LAZARI INVESTMENTS LIMITED

and

(2) LLOYDS BANK PLC

and

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

A G R E E M E N T

relating to land known as
Greater London House, Hampstead Road, London NW1 7AW
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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Town Hall
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G:\case files\culture & env\planning\lmm\s106 Agreements (2016/4208/P)
CLS/COM/LMM/1685.

THIS AGREEMENT is made the 26th day of October 2016

BETWEEN:

NKAL A
Greater London House

- i. **LAZARI INVESTMENTS LIMITED** (Co. Regn. No.01291023) of ~~Hamlyn House, Highgate Hill, London N19 5PH~~ and of ~~Accurist House, 44 Baker Street, London W1U 7AY~~ (hereinafter called "the Owner") of the first part
- ii. **LLOYDS BANK PLC** (Co. Regn. No. 2065) of Lloyds Bank Registrations, Secured Assets, Barnett Way, Gloucester GL4 3RL (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third 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 Numbers 293495 and 304925 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 28 July 2016 and the Council resolved to grant permission conditionally under reference number 2016/4208/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 Agreement to be in the public benefit.
- 1.6 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 Numbers 293495 and 304925 and dated 3 January 2012 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	"Additional PIL"	means an additional payment in lieu of no more than £500,000 (five hundred thousand pounds) that may be payable by the Owner to the Council (in addition to the PIL) in accordance with clause 4.8 of this Agreement
2.3	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.5	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) (to be paid by the Owner to the Council in lieu of each construction apprentice required pursuant to clause 4.6.2
2.6	"the Construction Apprentice Support Contribution"	the sum of £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 a construction apprentice
2.7	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;</p> <p>(ii) incorporation of the provisions</p>

<p>set out in the First Schedule annexed hereto;</p> <p>(iii) proposals to ensure there are no adverse effects on the Conservation Area features;</p> <p>(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and 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>(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time</p>		
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		to time
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,240 (three thousand two 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
2.9	"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 Council's Considerate Constructor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"Decentralised Energy Network Contribution"	means a payment of £52,452 (fifty two thousand four hundred and fifty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be used by the Council towards the provision of and connection to decentralised energy networks
2.12	"the Development"	the construction of 3 storey infill extensions at upper ground, 1st and 2nd floor levels within the open air atrium of the building to create an additional 3,897m ² of office floorspace (B1a);

		<p>the removal of the existing redundant bridge link structures; associated facilities at lower ground level; the addition of plant at roof level and cycle parking.as shown on the site location plan and Background Papers, Supporting Documents and Drawing Numbers: (Existing Plans - (5001_00_)001; 200 LG; 200; 210; 220; 230; 270; 300; 301; 302), (Proposed Plans - 5001_90_200 and (5001_20_)200 Rev A; 210; 220; 230; 270; 300; 301; 302; 303; 304), Design & Access Statement, Framework Travel Plan (JLLS/16/3240/TP02) dated July 2016, Energy Statement Rev P02 dated July 2016, Environmental noise survey and plant noise assessment dated 26 July 2016, Town Planning Statement dated July 2016, Supporting letter from ASOS dated 28/07/2016, Transport Assessment (JLLS/16/3240/TS01) dated July 2016, Air Quality Assessment dated July 2016, BREEAM UK Refurbishment & Fit-out 2014 Pre-Assessment Rev P02 dated July 2016, Planning Stage Construction Methodology Plan Rev 1 dated July 2016, Planning Stage Construction Methodology Plan Rev 1 dated July 2016, Daylight and Sunlight cover letter dated 22/07/2016, Economic Impact Statement (Q70356) dated August 2016, SuDS Calculations Report dated 22/08/2016 and Energy Statement dated August 2016</p>
2.13	"Employment Contribution"	<p>means a payment of £104,438 (one hundred and four thousand four hundred and thirty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be used by the Council's Economic</p>

		Development Service to support initiatives which create and promote employment and training opportunities and to support local procurement initiatives in the London Borough of Camden
2.14	"the Employment and Training Plan"	<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 4.6 of this Agreement through (but not be limited to) the following:</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction for a period of no less than one week before promoting more widely; b) to use Reasonable Endeavours to achieve a 20% local employment target during the Construction Phase; c) to ensure the provision of 3 construction apprenticeships <p>;</p> <ul style="list-style-type: none"> d) make provision during the Construction Phase for no less than 7 work placements; e) to ensure the provision of 6 end use apprenticeships f)
2.15	"The Energy Efficiency and Renewable Energy Plan"	a strategy setting out a package of measures to be adopted by the Owner in the

		<p>management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none">(a) the incorporation of the measures set out in the submission document entitled: Energy Statement (dated July 2016, by GLP Consulting Engineers Ltd) to achieve a 24% reduction in CO2 emissions beyond the Part L 2013 baseline;(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner proposes to reduce the Development's carbon emissions by using renewable energy technologies located on the Property(c) ensuring the Owner will use Reasonable Endeavours to target a reduction of at least 22% in carbon emissions in relation to the Development using a combination of complementary low and zero carbon technologies;(d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;(e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;(f) include a pre-Implementation design-stage
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		<p>review by an appropriately qualified professional including full design stage NCM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(g) measures to secure a post construction review of the Development by an appropriately qualified professional (including but not limited to photographs, installation contracts and full as-built NCM calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and are capable of being maintained in the Development's future management and occupation; and</p> <p>(h) 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>
2.16	"Essential Service Provider"	means an energy service company, statutory undertaker, services utility company or provider that shall acquire an interest in the Property for the purpose of providing the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the

		Property
2.17	"Expert"	means an independent person appointed to determine a dispute between the parties who shall be a member of the Royal Institution of Chartered Surveyors with at least 10 years' experience of in the assessment of viability of commercial developments in London
2.18	"the Highway Contribution"	<p>the sum of £6,395 (six thousand three hundred and ninety five 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"):-</p> <ul style="list-style-type: none"> (i) repaving and repair works to the Public Highway following the carrying out of the Development, including repairing both entrance crossovers and the kerbs/footways sections adjacent to the crossovers; and (ii) any other works the Council acting reasonably requires as a direct result of the Development <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>

2.19	"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 save for an operation or item of work of or directly connected with or ancillary to archaeological investigation, remediation works associated with decontamination, exploratory boreholes, demolition and site clearance, the erection of fences and hoardings, construction of temporary access and service roads, diversion, piling, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media and utilities and other works or site establishment preparatory to the commencement of construction, including operations permitted by the Town and Country Planning (General Permitted Development) Order 2015 and references to "Implementation" and "Implement" shall be construed accordingly
2.20	"King's Cross Construction"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.21	"the Leaseholder"	ASOS.com Limited (company registration number 03584121) of Second Floor, Greater London House, Hampstead Road, London NW1 7FB
2.22	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.23	"Local Procurement Code"	the code annexed as the Third Schedule to this

		Agreement
2.24	"New Floorspace"	the new floorspace (amounting to no more than 3,897 ¹ square metres gross external area) that is to be created at the Property by the Development
2.25	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.26	"the Parties"	mean the Council the Owner and the Mortgagee
2.27	"the Pedestrian Cycling and Environmental Contribution"	the sum of £125,555 (one hundred and twenty five thousand five hundred and fifty five 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
2.28	"PIL"	means a payment in lieu of the provision of housing and affordable housing within the Development amounting to £500,000 (five hundred thousand pounds) to be paid by the Owner to the Council but only in the event that a PIL Payment Event has occurred
2.29	"PIL Payment Event Cut-Off Date"	means the fifth anniversary of the date of this Agreement

¹ Check with Gerald Eve

2.30	"PIL Payment Event"	<p>means either of the following two events:</p> <p>(i) the Leaseholder does not enter into a lease of the New Floorspace on or before the PIL Payment Event Cut-Off Date; or</p> <p>(ii) the Leaseholder enters into a lease of the New Floorspace but any such lease is determined or surrendered on or before the PIL Payment Event Cut-Off Date</p>
2.31	"the Planning Application"	<p>a planning application in respect of the development of the Property submitted to the Council and validated on 28 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4208/P subject to conclusion of this Agreement</p>
2.32	"Planning Obligations Monitoring Officer"	<p>a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof</p>
2.33	"the Planning Permission"	<p>a planning permission granted for the Development substantially in the draft form annexed as the Fifth Schedule to this Agreement</p>
2.34	"the Property"	<p>the land known as Greater London House, Hampstead Road, London NW1 7AW the same as shown edged red on the plan annexed as the Fourth Schedule to this Agreement</p>

2.35	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.36	"Public Open Space Contribution"	the sum of £10,525 (ten thousand five hundred and twenty five 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 Harrington Square Gardens or other existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.37	"Reasonable Endeavours"	means that it is agreed by the parties to the Agreement that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or such sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect; in the case of the Owner, of a competent commercially prudent developer in the context of the Development; in the case of the Council, a competent local authority acting reasonably in the context of its statutory functions
2.38	"the Sustainability Plan"	a plan including a post construction review

securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission document entitled "BREEAM UK Refurbishment and Fit-Out Pre-Assessment" dated July 2016 and produced by GLP Consulting Engineers Ltd
- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Development with a target of achieving a 'Very Good' rating and that Reasonable Endeavours will be used to achieve a minimum score of 67%;
- (c) include a pre-Implementation review by an appropriately qualified professional in respect of the Development 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;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) measures to secure a post construction review of the Development by an appropriately qualified professional

		<p>(including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and are capable of being maintained in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.39	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>a) the elements set out in the Second Schedule hereto;</p> <p>b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p>

		<p>d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.40	"the Travel Plan Coordinator"	<p>an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement</p>
2.41	"the Travel Plan Monitoring Contribution"	<p>the sum of £6,020 (six 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, approval and monitoring</p>

		of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.42	"Viability Report"	a financial viability appraisal of the Development to be undertaken in accordance with the RICS Guidance Note GN 94/2012 (or such modified or revised version of that note has been published by the RICS) and having regard to Camden Policy Guidance 2 (Housing) as a material consideration demonstrating the amount of any Additional PIL that is payable pursuant to clause 4.8

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **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 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 EMPLOYMENT CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Employment Contribution.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment Contribution.

4.3 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution.
- 4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution.

4.4 TRAVEL PLAN

- 4.4.1 On or prior to the Implementation Date to:-
 - (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution
- 4.4.2 Not to Implement or permit Implementation of any part of the Development until such time as:
 - (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
 - (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.4.3 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 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 Travel Plan.

4.5 EMPLOYMENT AND TRAINING PLAN

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

4.5.2 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.

4.5.3 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 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.

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

4.6 LOCAL EMPLOYMENT

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

4.6.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 above the Owner shall work in partnership with (i) King's Cross Construction during the Construction Phase; 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 King's Cross Construction;
- (b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (c) that King's Cross Construction is supplied with a full labour programme for the Construction Phase (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 Kings Cross Construction and employed during the Construction Phase.

4.6.3 The Owner shall ensure that at all times during the Construction Phase no less than 3 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through Kings Cross Construction;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

4.6.4 The Owner shall ensure that during the Construction Phase of the Development no less than 7 work placements and/or work experience opportunities are provided at the Development.

- 4.6.5 Notwithstanding the provisions in clauses 4.6.3 and 4.6.4 (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 shall provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 4.6.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.6.3 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 Support Contribution (based on the each individual apprentice placement not provided) has been paid in full.
- 4.6.7 Following the Occupation Date of the Development the Owner shall ensure that it will employ or it will procure (unless otherwise agreed with the Council at the request of the Owner) the employment of no less than three end use apprentices at the Development, such apprentices to be:-
- (a) recruited in liaison with the Council's Economic Development Team;
 - (b) resident in the London Borough of Camden;
 - (c) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
 - (d) employed on a fulltime basis for at least 52 weeks;
 - (e) provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
 - (f) supervised by a member of staff within the completed Development
- 4.6.7 In the event that the Owner is not able to employ or procure the employment of 3 apprentices in accordance with clause 4.6.6 above within 24 months of first Occupation of the New Floorspace the Owner shall pay the Council £7,500 in lieu of

each apprenticeship not provided, to be applied towards the creation of training opportunities within the London Borough of Camden.

4.6.8 The Owner shall use Reasonable Endeavours to work in partnership with the Council's Economic Development Team to provide no less than 6 work placements at the Development within 24 months of first Occupation of the New Floorspace, such work placements to be:

- (i) recruited through the Council's Economic Development Team;
- (ii) placed for a period of not less than 2 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>

4.7 LOCAL PROCUREMENT

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

4.7.2 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, including a minimum of two Meet the Buyer events to be organised in consultation with the Council at a venue to be provided by the Owner.

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

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

4.8 **PIL AND ADDITIONAL PIL**

4.8.1 The Owner shall notify the Council in writing within seven days of the Leaseholder entering into a lease of the New Floorspace.

4.8.2 In the event that a PIL Payment Event occurs the Owner shall immediately notify the Council in writing and shall pay the PIL to the Council within fourteen days of such written notice.

4.8.3 Following receipt of a PIL pursuant to clause 4.8.2 above the Council may request the Owner to submit a Viability Report to it, in which case the Owner shall submit a Viability Report and the proposed amount of Additional PIL (if any) to the Council within 40 days of such request.

4.8.4 If the Council does not request a Viability Report within 30 days of it having been notified of a PIL Payment Event pursuant to clause 4.8.2 then the Owner shall be under no further obligation to produce a Viability Report or to pay any Additional PIL.

4.8.5 In the event that the Council does request a Viability Report pursuant to clause 4.8.3, the Owner and the Council shall use reasonable endeavours to agree the conclusions of such Viability Report and to agree the amount of any Additional PIL that may be payable.

4.8.6 In the event that the Owner and the Council agree the conclusions of the Viability Report and agree the amount of any Additional PIL that is payable, the Owner shall pay the amount of the agreed Additional PIL within 20 days of it having been agreed.

4.8.7 In the event that the Owner and the Council fail to agree the conclusions of the Viability Report and the amount of any Additional PIL that may be payable within 30 working days of the date of their submission to the Council (pursuant to clause 4.8.3 above), then either the Council or the Owner shall have the right to refer any disputed

element of the Viability Report or the calculation of the Additional PIL to an Expert for determination.

4.8.8 The Expert shall determine the amount of the Additional PIL (acting as an expert and not as an arbitrator). The Expert's decision will be final and binding on the parties save in the case of manifest error. The costs of the Expert shall be at his discretion. The Expert shall be appointed subject to an express requirement that he makes a determination within the minimum practicable timescale and in any event not more than 40 working days following the date of his appointment.

4.8.9 If the Expert determines that an Additional PIL is payable, the Owner shall pay the Additional PIL within 20 working days of the Council's agreement of the Viability Report and the amount of the Additional PIL or, in the absence of agreement, the determination of the amount of the Additional PIL by the Expert.

4.8.10 The Owner shall pay the reasonable and proper costs incurred by the Council obtaining independent advice to assist with its assessment of the Viability Report and the amount of any Additional PIL, such reasonable and proper costs to be paid within 20 working days of receipt from the Council of an invoice for the same.

4.9 HIGHWAYS CONTRIBUTION

4.9.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval such approval not to be unreasonably withheld or delayed.

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

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.9.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate (acting reasonably as a result of making good a deficiency in the public highway arising from the Development and repaving the crossover and the footway immediately outside the front of the Property but for the avoidance of doubt not to

otherwise put the Public Highway into a better state of repair and condition than as at the date hereof) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.9.4 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.9.5 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

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

4.10 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan in writing, such approval not to be unreasonably withheld or delayed.

4.10.3 Unless otherwise agreed, not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Development.

4.10.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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 (unless otherwise agreed with the Council in writing).

4.11 SUSTAINABILITY PLAN

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

4.11.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan in writing

4.11.3 Unless otherwise agreed, not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Development.

4.11.4 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan (unless otherwise agreed with the Council in writing).

4.12 DECENTRALISED ENERGY NETWORK CONTRIBUTION

4.12.1 On or prior to the Implementation Date to pay to the Council the Decentralised Energy Network Contribution.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Decentralised Energy Network Contribution.

4.12.3 If the Decentralised Energy Network Contribution has not been spent or committed in full by the Council within five years of its receipt the Council shall repay to the Owner any unspent or uncommitted sums.

4.13 PUBLIC OPEN SPACE CONTRIBUTION

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

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

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 2016/4208/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 2016/4208/P.
- 5.7 Payment of the any financial contributions pursuant to 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 2016/4208/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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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 2016/4208/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 and in the case of notice to the other parties of this Agreement shall be addressed as follows

The Owner: F.A.O. Tom Williams, Lazari Investments Limited, Greater London House, Hampstead Road, London NW1 7QX

The Mortgagee: F.A.O. Chris Taylor, Lloyds Bank Plc, 10 Gresham Street, London, EC2V 7AE

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 This Agreement shall not be enforceable against:
- (a) any Essential Service Provider;
 - (b) any individual occupiers or individual occupational tenants (including for the avoidance of doubt, the mortgagees or chargees of such occupiers or tenants) in each case of an individual unit or units at the Development.
- 6.7 Neither the Owner nor 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.
- 6.8 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.
- 6.9 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 the Mortgagee or any mortgagee or chargee from time to time of the whole or any part of the Property or any appointed receiver 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. **RIGHTS OF THIRD PARTIES**

8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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 BY)
LAZARI INVESTMENTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Audie Owen

.....
Director

Nicholas Green

.....
Director/Secretary

SIGNED
EXECUTED as a Deed)
FOR BY LLOYDS BANK PLC)
by)
in the presence of:-)

Christopher Tamer

CHRISTOPHER TAMER

Timothy Lomax

.....
TIMOTHY LOMAX

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

CP Biles

.....
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 Development.

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Development.
- 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 Development

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 Development;
- 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
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

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

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

The first stage will be to review the Development'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 Development to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the 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

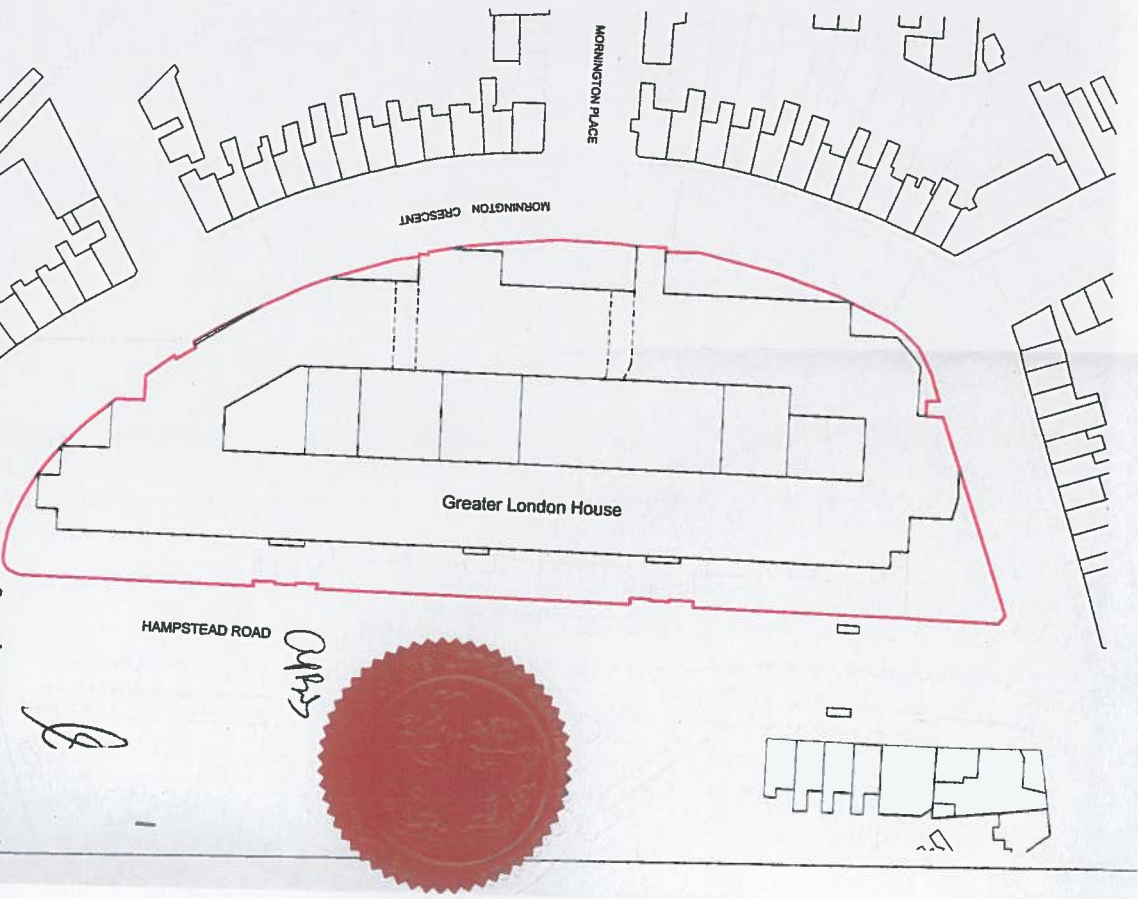
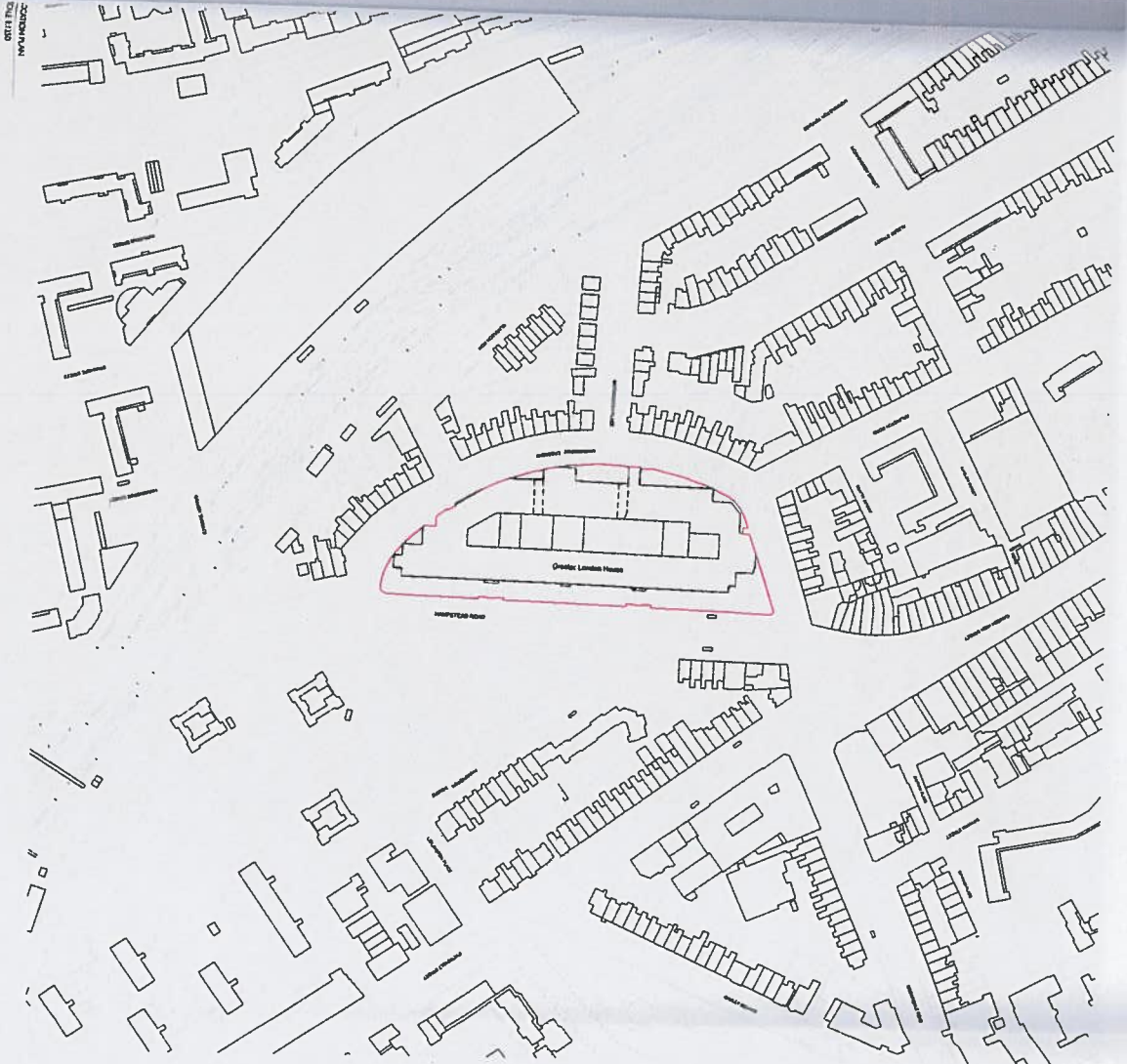
the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

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.

**THE FOURTH SCHEDULE
PLAN OF THE PROPERTY**



SCALE BAR 1:1250
0 20 40 60 80 100

BLOCK PLAN
SCALE BAR 1:500
0 5 10 20 30 40 50 100

DO NOT SCALE FROM THIS DRAWING
THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY DISCREPANCIES TO FORM BEFORE PROCEEDING WITH THE WORKS
DRAWN BY
AI

NO.	DATE	BY	REVISIONS

PROJECT TITLE	DATE	OPERATION	SCALE
Greater London House Upper/Lower Extension	07/16	GW	Shown @ A1
Client	Checked	Approved	Drawing No.
RCJ			5001_00_001

form UK ARCHITECTURE LTD
NATHER HOUSE, 40 GAMBROD STREET
BUTLERS WHARF, LONDON, SE 1 2NT
T: 44 (0)20 7291 198 W: WWW.FORMUK.COM
COMPANY REGD NO 1878753