

DATED 2nd November

2016

- THE MANSFIELD BOWLING CLUB (1920) LIMITED (1)
- GENERATOR DEVELOPMENTS LLP (2)
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN (3)
- GENERATOR GROUP LLP (4)

AGREEMENT

Relating to
Land known as
Mansfield Bowling Club,
Croftdown Road,
London NW5 1EP

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

BETWEEN:

1. **MANSFIELD BOWLING CLUB (1920) LIMITED** of Croftdown Road, London NW5 1EP (hereinafter called "**the Owner**")
2. **GENERATOR DEVELOPMENTS LLP** (Company Registration No OC362462) whose registered office is at Paxton House, 30 Artillery Lane, London E1 7LS (hereinafter called "**the Developer**")
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**")
4. **GENERATOR GROUP LLP** (Company registration Number OC317514) whose registered office is at Paxton House, 30 Artillery Lane, London E1 7LS (hereinafter called "**the Chargee**")

WHEREAS:

1. The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 242839 and NGL164854.
2. The Owner is the freehold owner of the Property and therefore has an interest in the Property for the purposes of Section 106 of the Act.
3. The Developer has an agreement with the Owner to purchase the Property and will carry out the Development and therefore has an interest in the Property for the purposes of Section 106 of the Act.
4. A Planning Application for the development of the Property has been submitted to the Council under reference number 2015/1444/P.
5. The Chargee has an interest in the Property by virtue of two charges over the Property dated 13 July 2011 (amended on 27 February 2013) and dated 19 August 2016 and enters into this Agreement in order to consent to the Property being bound by this Agreement but otherwise shall have no liability under this Agreement
6. On 1st February 2016 full planning permission was refused by the Council in respect of the Planning Application.
7. 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 in the event the planning inspector is minded to grant permission in respect of the Planning Application.

8. The Council, the Owner and Developer are satisfied that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
9. The Owner agrees to be bound by the planning obligations in this Agreement.
10. For the avoidance of doubt in compliance with regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) the Council confirms that at the date of this Agreement it has not already entered into five (5) or more planning obligations for the provision of the same infrastructure projects as set out within this Agreement.

DEFINITIONS

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

"the Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	shall have the same meaning as the definition given to it within Annex 2 of the NPPF from time to time or any successor document
"Affordable Housing Provider"	means:- (a) a registered provider of Affordable Housing registered as such by the Regulator pursuant to Section III of the Housing and Regeneration Act 2008 or (b) such other provider or funder of Affordable Housing which is approved by the Council
"Affordable Housing Units"	means the 5 Intermediate Housing Units and the 6 Social Rented Housing Units
"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
"the Burland Category"	an industry recognised category of structural damage as specified at para 2.30 of Camden

of Damage”	Planning Guidance 4: Basements and lightwells (as amended from time to time) and shown in the Eighth Schedule annexed hereto
“Construction Management Plan”	<p>means a plan setting out the measures that the Owner will adopt in undertaking:-</p> <p>(a) the demolition of the existing buildings on the Property</p> <p>(b) 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 those provisions set out in the Second and Third Schedule annexed hereto</p>
“the Construction Phase”	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the existing structures and buildings on the Property</p>
“the Council’s Considerate Contractor Manual”	the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden
“Detailed Basement Construction Plan”	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner

<p>"the Development"</p>	<p>creation of a new publicly accessible open space; enhanced tennis facilities including the reconfiguration and extension of the courts to provide an additional court and increased playing area to accord with LTA requirements; the provision of a new ancillary pavilion (Class D2) to replace existing ancillary buildings and structures providing community and leisure space; a new community garden; and the demolition and replacement of the existing bowling club building with a new part three storey, part two storey building providing 21 residential dwellings (Class C3) with associated access, parking and landscaping to be built in accordance with drawing numbers:-</p> <p>2130 AA4437 F, 2163 AA437 C, 2187 AA4437 C, 2186 AA437 C, 2185 AA437 C, 2159 AA4437 B, 2158 AA4437 B, 2147 AA437 B, 2146 AA437 B, 2145 AA4437 B, 2120 AA4437 B, AL4437 2003, A4437-2002, AL4437 2001, AL4437 2000, 2180 AA4437 B, 2175 AA4437 B, 2171 AA4437 C, 2170 AA4437 B, 2164 AA437 B, 2162 AA4437 B, 2161 AA4437 B, 2160 AA4437 B, 2140 AA4437 B, 2136 AA4437 C, 2135 AA4437 C, 2100 AA4437 B, 2121 AA4437 B, 2111 AA4437 B, 2110 AA4437 B, 2107 AA4437 B, 2106 AA4437 B, 2105 AA4437 B, 2103 AA4437 B, 2102 AA4437 B, 2101AA4437 B and documents: Utilities Statement, Sustainability Strategy Report by MTT Ltd, Travel Plan by Ardent Consulting Engineers, Transport Statement by Ardent Consulting Engineers, External Lighting Impact Assessment, Environmental Noise Survey Report by Sandy Brown Associates LLP, Energy Strategy Report by MTT Ltd, Phase 1 Habitat Survey and Reptile Survey James Blake Associates, Drainage</p>

	<p>Strategy by Ardent Consulting Engineers, Daylight and Sunlight Assessment by MTT Ltd, Strategic Construction Management Plan; Aborigiculture Implications Assessment and Aborigicultural Method statement by James Blake Associates; Sports and Leisure Report by SLC, Affordable Housing Statement DS2, Heritage Housing Statement by IcenI Engagement, Statement of Community Engagement by IcenI Engagement, Planning Statement by IcenI Projects, Design and Access Statement by IcenI Projects, Phase 2 Survey Report, Basement Impact Assessment by Train and Kemp, Site Location Plan, Independent Assessment of BIA by Campbell Reith, Independent Assessment by SLC report by KKP</p>
<p>"Dwelling"</p>	<p>Means any dwelling constructed as part of the Development including the Affordable Housing Units and the Open Market Housing Units</p>
<p>"the Employment and Training Plan"</p>	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities during the Construction Phase of the Development and for it to satisfy the obligations contained in clause 3.6 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> i) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Skills Centre for a period of no less than one week before promoting more widely; ii) make provision during the Construction Phase for no less than 3 construction work experience placements of no less than two weeks each to be undertaken over the course of the Development to be recruited through Kings Cross Construction Skills Centre
<p>"the Highways Contribution"</p>	<p>the sum of £16,629 (sixteen thousand six hundred</p>

	<p>and twenty nine 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> <p>(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</p> <p>(ii) any other works the Council acting reasonably requires as a direct result of the Development</p> <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>
<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 save for the purposes of this Agreement site clearance, relocation of service media, erection of temporary fences, hoardings shall not constitute implementation and references to "Implementation" and "Implement" shall be construed accordingly</p>
<p>"Intermediate Housing"</p>	<p>means Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in Paragraph 3.61 of the London Plan (subject to</p>

	annual reviews) to include shared ownership shared equity sub-market rent tenures or shared ownership or shared equity as agreed in writing by the Council
"Intermediate Housing Scheme"	<p>means the scheme setting out details for the provision of Intermediate Housing submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are Occupied on the following basis:</p> <p>(a) Shared Ownership with an initial equity share offer of at least 25% and a rent level of 2% per annum on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained subject to incremental increases or decreases linked to the Retail Price Index in accordance with Greater London Authority Guidance from time to time in force</p> <p>(b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)</p>
"Intermediate Housing Units"	means the 5 units of Intermediate Housing forming part of the Development comprising 3 x 1 bedroom units and 2 x 2 bedroom units the same as shown shaded green on Plan AA4437/2146 contained within the Seventh Schedule
"King's Construction Cross Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
"Local Procurement"	the code annexed to the Fourth Schedule hereto

Code”	
“Local Sports Facility Contribution”	the sum of £600,000 (six hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards extensions, alterations and improvements to the Talacre Sports Centre, Dalby Street, London NW5 3AF
“Neighbouring Properties”	the properties which neighbour the Development
“New Building Works”	works to erect the new building comprising the Development (but excluding the demolition of the existing and ancillary buildings on the Property) and which, for the avoidance of any doubt, include the excavation and construction of the basement
“Occupation Date”	the date when any part of the Development is occupied for the purposes permitted by the Planning Permission and shall not include occupation for the purposes of construction, fitting out, sales or marketing and the phrases “Occupy”, “Occupied” and “Occupation” shall be construed accordingly
“Open Market Housing Units”	Means any Dwellings which are not Affordable Housing Units
“Open Space”	the recreational open space to be provided within the Development which is laid out and secured in accordance with the terms of the Planning Permission
“Open Space Maintenance Company”	shall mean a management company with the appropriate expertise and resources to be appointed by the Owner to be responsible for the ongoing maintenance of the Open Space
“Open Space and Site Management and Maintenance	the plan to be submitted by or on behalf of the Owner to the Council containing the specification

Plan”	and arrangements for the financing and carrying-out of the on-going management and maintenance of the Property and the Open Space which shall incorporate where appropriate the matters set out in the Sixth Schedule
“the Parties”	the Council, the Owner and the Developer
“Perpetuity”	shall mean not less than a term of one hundred and twenty five years or the lifetime of the Development (whichever is shorter)
“the Pedestrian Cycling and Environmental Contribution”	the sum of £40,000 (forty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development
“the Planning Application”	a planning application in respect of the development of the Property submitted to the Council 2015/1444/P subject to conclusion of this Agreement
“Planning Obligations Monitoring Officer”	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at clause 6.1 hereof
“the Planning Permission”	a planning permission granted for the Development pursuant to the Planning Application
“Practical Completion”	means in relation to any Dwelling practical completion of that Dwelling to a stage where the Council of Mortgage Lenders cover note certifying practical completion has been issued by the NHBC or other approved building inspector
“the Property”	the land known as The Mansfield Bowling Club, Croftdown Road, London NW5 1EP the same as shown edged red on the Property Plan at the

	Seventh Schedule annexed hereto
"Social Rented Housing"	<p>means Affordable Housing Units available for rent subject to the provisions of Clauses 10, 11 and 12 of Schedule 1 of this Agreement such that</p> <p>(a) the total cost of rent and service management charges</p> <p>(i) meets targets for Social Rented Housing set by the Regulator from time to time; and</p> <p>(ii) is consistent with the Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing;</p> <p>and</p> <p>(b) the units are managed by an Affordable Housing Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the development</p>
" Social Rented Housing Scheme"	means the scheme setting out details for the provision of Social Rented Housing submitted by the Owner and to be approved by the Council in writing
" Social Rented Housing Units"	means the 6 units of Social Rented Housing forming part of the Development comprising 3 x 2 bedroom units and 3 x 3 bedroom units the same as shown shaded blue on Plan AA4437/2146 contained within the Seventh Schedule
"the Sustainability Plan"	means 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>include:-</p> <ul style="list-style-type: none">(i) achieve the targets set out in the Sustainability Statement and the Energy Report each dated January 2015 and each prepared by MTT and submitted as part of the Planning Application and the sustainable design measures and 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);(ii) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan(iii) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;(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(v) identifying means of ensuring the provision
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	of information to the Council and provision of a mechanism for review and update as required from time to time
"Tennis Club Improvements and Protection Plan"	an agreed plan between the Owner and the Council (in consultation with the tennis club or the leaseholder of the tennis facilities at the time if different) for improvements and enhancements to the tennis facilities at the Property and which shall secure that those facilities shall be retained during the life of the development and shall remain affordable
"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> <ul style="list-style-type: none"> a) the elements set out in Schedule 5 hereto; b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the Travel Plan is updated upon receipt of results of the review and further approved in writing by the Council; c) a mechanism for monitoring and reviewing of the Travel Plan on the first anniversary of the Occupation Date; 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>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>
"the Travel Plan Coordinator"	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
"the Travel Plan Monitoring Contribution"	the sum of £3,001 (three thousand and one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review, approval and monitoring of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2. OPERATIVE POWERS

NOW THIS DEED WITNESSETH as follows:-

- 2.1 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.

- 2.2 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.
- 2.3 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.
- 2.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 5, 6, 7, 8 9, 10 and 11 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 Parties upon the Implementation Date.
- 2.6 The Parties save where the context states otherwise shall include their successors in title.

3. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:

3.1 AFFORDABLE HOUSING

- 3.1.1 To comply or to procure compliance with the terms of the First Schedule relating to Affordable Housing.
- 3.1.2 Not to carry out or Occupy or permit Occupation of any part of the Development in breach of the provisions of the First Schedule

3.2 CONSTRUCTION MANAGEMENT PLAN

- 3.2.1 Prior to the Implementation Date to provide the Council for approval a draft of the Construction Management Plan.
- 3.2.2 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.
- 3.2.3 The Owner acknowledges and agrees that the Council will not approve either part of 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.

- 3.2.4 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.

3.3 DETAILED BASEMENT CONSTRUCTION PLAN

- 3.3.1 Prior to commencing any New Building Works to provide the Council for approval a draft Detailed Basement Construction Plan.
- 3.3.2 Not to commence any New Building Works until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 3.3.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will control ground movements such that impact on the Neighbouring Properties is limited to "category 0 (negligible)" in accordance with the Eighth Schedule annexed hereto.
- 3.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction 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 Detailed Basement Construction 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.
- 3.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post- completion review (to be carried out once the construction of the basement forming part of the Development has been completed) has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

- 3.3.6 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 accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

3.4 LOCAL SPORTS FACILITY CONTRIBUTION

- 3.4.1 On or prior to Practical Completion to pay to the Council the Local Sports Facility Contribution.
- 3.4.2 Not to Occupy or permit Occupation of any part of the Development until the Local Sports Facility Contribution has been received by the Council in full as evidenced by written notice to that effect.

3.5 SUSTAINABILITY PLAN

- 3.5.1 Prior to commencing any New Building Works to submit to the Council for approval the Sustainability Plan.
- 3.5.2 Not to commence any New Building Works until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 3.5.3 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.
- 3.5.4 The Owner covenants with the Council that after the Occupation Date the Development shall be managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and in the event of any non-compliance the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

3.6 EMPLOYMENT AND TRAINING PLAN

- 3.6.1 On or prior to commencing the New Building Works to submit to the Council for approval the Employment and Training Plan.
- 3.6.2 Not to commence the New Building Works until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

- 3.6.3 To ensure that the phase beginning with the New Building Works and ending with the issue of the Certificate of Practical Completion shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan as approved in writing by the Council or as amended as agreed in writing from time to time by the Parties in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

3.7 LOCAL EMPLOYMENT

- 3.7.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 3.7.2 In order to facilitate compliance with the requirements of sub-clause 3.7.1 above the Owner shall use reasonable endeavours to work in partnership with (i) the King's Cross Construction Skills Centre; and (ii) take the following specific measures to ensure:-
- 3.7.2.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Skills Centre;
 - 3.7.2.2 the King's Cross Construction Skills Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - 3.7.2.3 that the King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of 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
 - 3.7.2.4 the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Skills Centre and employed during the Construction Phase.

3.7.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 3 construction work placement opportunities shall be available at the Development always ensuring each placement shall be:-

3.7.3.1 recruited through the Kings Cross Construction Skills Centre;

3.7.3.2 for a period of not less than 2 weeks; and

3.7.3.3 paid at a rate not less than the national minimum wage.

3.7.4 In the event of the build costs of the Development exceeding £3,000,000 (three million pounds) the Owner shall recruit 1 (one) construction apprentice per £3,000,000 (three million pounds) of build costs at the Development always ensuring each apprentice shall be:-

3.7.4.1 recruited through the Kings Cross Construction Skills Centre;

3.7.4.2 employed for a period of not less than 52 weeks; and

3.7.4.3 paid at a rate not less than the national minimum wage.

3.7.5 Pursuant to Clause 3.7.4 hereof the Owner shall pay to the Council on or prior to the date each construction industry apprentice commences employment the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed.

3.7.6 If the Owner is unable to provide some or all of the apprentices in accordance with Clause 3.7.4 of this Agreement for reasons demonstrated to the satisfaction of the Council then in relation to each apprentice not provided it shall forthwith pay the sum of £7,500 (seven thousand five hundred pounds); and

3.7.7 Notwithstanding the provisions in clause 3.7.3 of this Agreement, during the Construction Phase the Owner shall use reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Skills Centre.

3.8 LOCAL PROCUREMENT

3.8.1 In the event of the value of the Development exceeding £1,000,000 (one million pounds) the Owner will sign up to the Council's Local Procurement Code to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development.

- 3.8.2 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.
- 3.8.3 To ensure that throughout the Construction Phase 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.

3.9 ENHANCEMENT OF EXISTING TENNIS FACILITIES

- 3.9.1 Prior to Implementation to submit to the Council for approval the Tennis Club Improvements and Protection Plan.
- 3.9.2 Not to Implement or permit Implementation until such time as the Council has approved the Tennis Club Improvements and Protection Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed)
- 3.9.3 The Owner covenants with the Council that after the Occupation Date the Owner shall at all times comply with the Tennis Club Improvements and Protection Plan and 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 Tennis Club Improvements and Protection Plan as approved in writing by the Council or as amended as agreed in writing from time to time by the Parties

3.10 OPEN SPACE AND SITE MAINTENANCE AND MANAGEMENT PLAN

- 3.10.1 Within three months of the Implementation Date to submit to the Council for approval the Open Space and Site Maintenance and Management Plan.
- 3.10.2 Not to Occupy or permit Occupation until such time as the Council has approved the Open Space and Site Maintenance and Management Plan as demonstrated by written notice to that effect.
- 3.10.3 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 Open Space and Site Maintenance and Management Plan as approved in writing by the Council or as amended as agreed in writing from time to time by the Parties

3.11 RESTRICTIONS ON CAR PARKING

- 3.11.1 The Owner acknowledges that they will provide car parking at the Property for the Development in accordance with the submitted Parking Strategy Drawing No AA4437/2158 rev B.
- 3.11.2 The Owner shall ensure that first new Occupiers of the Development are informed prior to their Occupation of the Council's policy that they shall not be entitled (unless they are the holder of 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.
- 3.11.3 Prior to the date on which the first Dwelling is Occupied the Owner shall inform the Council's Planning Obligations and Monitoring Officer of the official Dwelling numbers within the Development (as issued and agreed by the Council's Street Naming and Numbering Department) identifying those Dwellings that in the Owner's opinion are affected by clause 3.11.1.
- 3.11.4 No Dwellings within the Development shall be Occupied until the disabled parking spaces shown on the Parking Strategy Parking Drawing No AA4437/2158 rev B have been constructed

3.12 TRAVEL PLAN

- 3.12.1 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
- 3.12.2 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.
- 3.12.3 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 in writing by the Council or as amended as agreed in writing from time to time by the Parties.

3.13 HIGHWAYS CONTRIBUTION

3.13.1 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 Levels Plans for approval such approval not to be unreasonably withheld or delayed.

3.13.2 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 Levels Plans as demonstrated by written notice to that effect.

3.13.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the highway to levels it considers appropriate (acting reasonably as a result of making good a deficiency in the 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 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.

3.13.4 On completion of the works outlined in 3.13.3 above the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out those works.

3.13.5 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 provided such excess is no more than 10% of the Highway Contribution

3.13.6 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.

3.14 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

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

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

4. OBLIGATIONS OF THE COUNCIL

4.1 The Council hereby covenants with the Owner to comply with the obligations set out in the Schedules to this Agreement.

4.2 The Council covenants with the Owner to act reasonably properly and diligently in exercising their discretion and discharging their functions under this Agreement and furthermore where any notice or consent or approval or authorisation or agreement or other similar affirmation is required under the terms of the Agreement then under those circumstances the Council will not unreasonably withhold or delay such notice or consent or approval or authorisation or agreement or other similar affirmation.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 No less than seven days prior to first Occupation of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause hereof quoting planning reference 2015/1444/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not

make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5** If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing) provide through its Borough Solicitor 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 2015/1444/P.
- 5.7** Payment of the financial contribution pursuant to Clauses 3.4 (Local Sports Facilities) 3.7.6 (Additional Training and Employment) 3.12. (Travel Plan Monitoring Contribution) 3.13 (Highways Contribution) and 3.14 (Pedestrian, Cycling and Environmental Contribution) (if payable) of this Agreement shall be made by the Owner to the Council sending the amount due in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2015/1444/P or by Electronic Transfer directly to the National Westminster Bank, Hampstead Village Branch, quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.8** In the event that any financial contribution referred to in Clause 5.7 or any part thereof has not been spent or committed for expenditure by the Council within 8 (eight) years from the Occupation Date the Council shall refund to the Owner any part of such contribution which has not been spent or committed for expenditure
- 5.9** 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.

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

("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/1444/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

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

6.4 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.

- 6.5** Neither the Owner, the Developer 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 does not have a legal interest in the Property or part thereof but without prejudice to liability for any breach committed in relation to that part prior to the time it disposed of such interest in that part.
- 6.6** 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.
- 6.7** 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.
- 6.8** If a Court or the Secretary of State determines that any obligation contained in this Agreement is (i) not necessary to make the Development acceptable in planning terms (ii) not directly related to the Development and (iii) not fairly and reasonably related in scale and kind to the Development or is contrary to national or local policy such that no weight can be given to it, then such obligation shall immediately cease and determine (without any further act by the Parties to this Agreement) PROVIDED THAT the release set out in this clause shall not affect the remaining obligations or covenants within this Agreement which shall continue to have full force and effect.
- 6.9** If a Court or the Secretary of State determines that any obligation contained in this Agreement is contrary to Regulation 123 of the Community Infrastructure Levy regulations 2010 such that no weight can be given to it, then such obligation shall immediately cease and determine (without any further act by the Parties to this Agreement) PROVIDED THAT the release set out in this clause shall not affect the remaining obligations or covenants within this Agreement which shall continue to have full force and effect.

7. DEVELOPER' S COVENANTS WITH THE OWNER AND INDEMNITY

- 7.1** Subject to Clause 6.5 the Developer covenants with the Owner to pay the following contributions in accordance with the terms of this Agreement:

7.1.1 Pedestrian, Cycling and Environmental Improvements Contribution;

7.1.2 Local Sports Facility Contribution;

7.1.3 any payments arising from the obligations in Clause 3.

7.2 Subject to Clause 6.5 and notwithstanding Clause 7.1, the Developer covenants with the Owner to perform and comply with all of the Owner's obligations contained in this Agreement.

7.3 Subject to Clause 6.5 the Developer shall indemnify the Owner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Owner arising out of or in connection with the Developer's failure to comply with the Owner's obligations contained in this Agreement.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner and the Developer 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.

10. **DISPUTE PROVISIONS**


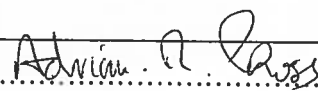
10.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference may be referred by any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

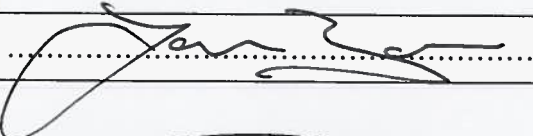
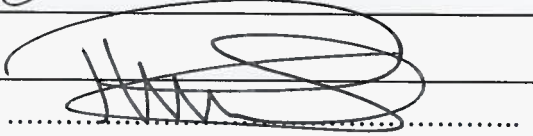


10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the

dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

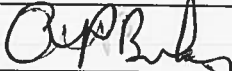
- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty working days after the conclusion of any hearing that takes place or twenty working days after he has received any file or written representation.
- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 10.5 The provisions of this clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed of Variation and consequential and interim orders and relief

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

EXECUTED AS A DEED BY MANSFIELD BOWLING CLUB (1920) LIMITED)	
)	
)	
Authorised Signatory	
		
Authorised Signatory	

)	
GENERATOR DEVELOPMENTS LLP)	
)	
Authorised Signatory		
		
Authorised Signatory		
GENERATOR GROUP LLP)	
)	
		
Authorised Signatory		
		
Authorised Signatory		
THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto Affixed)	
)	



by Order:-)))	
	
Authorised Signatory		

SCHEDULE 1

(Relating to Affordable Housing)

1. Prior to the Implementation Date to submit to the Council for approval the Intermediate Housing Scheme and the Social Rented Housing Scheme.
 2. Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme and the Social Rented Housing Scheme as demonstrated by written notice to that effect.
 3. To commence all works of construction and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for Occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by an Affordable Housing Provider.
 4. To ensure that the Affordable Housing Units shall not be otherwise used, Occupied and shall be retained in Perpetuity for no purpose other than:-
 - (a) for the provision of Social Rented Housing for Occupation by tenants at rental levels being in accordance with the NPPF as amended or replaced from time to time BUT FOR THE AVOIDANCE OF DOUBT this requirement shall cease to apply in cases (including for successors in title or mortgagees) where an Occupier has exercised his right to statutory right to buy or acquire a unit; and/or
 - (b) for the provision of Intermediate Housing for Occupation in accordance with the Intermediate Housing Scheme BUT FOR THE AVOIDANCE OF DOUBT this requirement shall cease to apply in cases (including for successors in title or mortgagees) where an Occupier has purchased an Intermediate Housing Unit
- PROVIDED ALWAYS that the obligations of this paragraph 4 are subject to the provisions of paragraphs 11 and 12 of this schedule below.
5. The Owner shall not Occupy or permit Occupation of any of the Open Market Housing Units until such time as:
 - (a) the Affordable Housing Units have been transferred or demised to an Affordable Housing Provider approved by the Council for a term no less than the Perpetuity period
 - (b) the works of construction and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of paragraph 3 of this schedule.
 6. To ensure the Affordable Housing Units are constructed Occupied and (subject to paragraph 4) used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible person criteria as agreed by the Government, the Homes and Communities Agency (or successor bodies) or the Council from time to time.

7. The Affordable Housing Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units (except by way of mortgage, statutory right to buy/acquire or Occupiers staircasing their equity share to 100%) other than to any other Affordable Housing Provider or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

8. Subject to the provisions of sub-paragraphs (a) – (c) below the restrictions contained in paragraphs 1 to 7 inclusive in this schedule above, shall not be binding upon a mortgagee or charge (“the Chargee) of the Affordable Housing Provider of the Affordable Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED ALWAYS THAT the following conditions have been satisfied:-

(a) in the event the Affordable Housing Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”)

(b) in the event of the receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Affordable Housing Provider to agree to take a transfer of the Affordable Housing Units

(c) if the Council having failed to complete the transfer of the Affordable Housing Units to another Affordable Housing Provider at a price sufficient to redeem the mortgage owed to the Affordable Housing Provider's Mortgagee together with all associated interest fees and expenses within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units PROVIDED ALWAYS THAT any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub-paragraph has been followed shall not be bound by the restrictions contained in paragraphs 1 to 7 inclusive of this schedule above as will any person deriving title therefrom.

9. For the purposes of paragraph 8 of this schedule above service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the Property and planning reference 2015/1444/P for the Default Notice to be properly served:-

(a) the Chief Executive;

(b) the Director of Culture and Environment;

(c) the Assistant Director Regeneration and Planning;

(d) the Planning Obligations Monitoring Officer;

(e) the Head of Legal Services

10. Any tenant (or person deriving title from such tenant or any successors in title thereto and their respective mortgagees and chargees) of any Affordable Housing Provider who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or Part V of the Housing Act 1985 (Right to Buy) or under a voluntary purchase scheme approved by the Homes and Communities Agency and any other applicable legislation shall be released from the obligations of paragraphs 1 to 7 inclusive of this schedule.

11. The relevant Affordable Housing Provider shall apply the monies received by the Affordable Housing Provider in respect of any sale outlined in paragraph 10 to this Schedule where possible and reasonably practicable towards the provision of Affordable Housing within the London Borough of Camden.

12. When any tenant of any of the Affordable Housing Units has staircased to 100% ownership that tenant shall be released from the obligations of paragraphs 1 to 7 of this schedule.

SCHEDULE 2

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.)

1. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
2. Proposed start and end dates for each phase of construction.
3. The proposed working hours within which vehicles will arrive and depart. d) The access arrangements for vehicles.
4. Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:- http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
5. 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.
6. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
7. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

8. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
9. Details of proposed parking bays suspensions and temporary traffic management orders.
10. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
11. Details of hoarding required or any other occupation of the public highway.
12. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
13. Details of how traffic associated with the Development will be managed in order to reduce congestion.
14. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
15. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
16. 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.
17. 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.
18. Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

19. 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.
20. All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
 - 20.1 Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 20.2 All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 20.3 All vehicles associated with the construction of the Development must:
 - 20.3.1 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.
 - 20.3.2 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.
 - 20.3.3 Have a Class VI Mirror
 - 20.3.4 Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
21. Any other relevant information with regard to traffic and transport.
22. The Construction Management Plan should also include the following statement:-

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

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

SCHEDULE 3

Construction Management Plan Air Quality and Carbon Reduction

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

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

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

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

1. A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant
 - 1.1 Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
 - 1.2 Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
 - 1.3 Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
 - 1.4 Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

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

2. B - Techniques to control dust emissions from construction and demolition

- 2.1 Keep site fencing, barriers and scaffolding clean using wet methods;
- 2.2 Buildings to be demolished shall be wrapped
- 2.3 Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- 2.4 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;
- 2.5 Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- 2.6 Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- 2.7 Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- 2.8 Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- 2.9 Store materials with the potential to produce dust away from site boundaries;
- 2.10 Sheet, seal or damp down stockpiles of excavated material held on site;
- 2.11 Any loose materials brought onto the site shall be protected by appropriate covering
- 2.12 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.
- 2.13 Ensure water suppression is used during demolition operations;
- 2.14 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.

2.15 Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

3. **C - Air Quality Monitoring**

- 3.1** 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.
- 3.2** Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- 3.3** A trigger action level for PM10 concentrations of 200µg.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.
- 3.4** 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.
- 3.5** 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.
- 3.6** 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.
- 3.7** The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- 3.8** A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

4. D - Techniques to reduce CO2 emissions from construction vehicles

- 4.1 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 following items shall be included in the method statement:

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

SCHEDULE 4

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 Owner s 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

2.1 Construction.

- 2.1.1 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.
- 2.1.2 The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.2 Actions & Responsibilities of Main Contractor

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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:
 - 2.2.3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - 2.2.3.2 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.
 - 2.2.3.3 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.

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

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

2.2.4 The main contractor should include a written statement in the tender documentation sent out to subcontractors 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

2.2.5 The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.

2.2.6 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.

2.3 Actions And Responsibilities of Sub-Contractors

2.3.1 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).

2.3.2 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 :

2.3.2.1 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.

2.3.2.2 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.

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

3.1 Fitting out by tenants

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

3.2 Facilities Management

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

3.2.2 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.

SCHEDULE 5

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.

Schedule 6 Open Space and Site Maintenance & Management

1. The open space shall be laid out in accordance with the planning permission and the owner shall thereafter either
 - 1.1 maintain and make good the Open Space in accordance with the Open Space and Site Management and Maintenance Plan in Perpetuity; or
 - 1.2 appoint an Open Space Maintenance Company to maintain and make good the Open Space in accordance with the Open Space and Site Management and Maintenance Plan in Perpetuity.
2. In the event that an Open Space Maintenance Company is appointed to manage the Open Space the Owner will ensure that the Open Space Maintenance Company enters into a deed of covenant directly with the Council in respect of the obligations contained in this sixth Schedule relating to the maintenance of the Open Space.
3. The Open Space (aside from areas where the public are excluded for any temporary exclusion for safety or maintenance purposes) shall be kept available and fit for recreational use by the public in Perpetuity and in good condition in accordance with the Open Space and Site Management and Maintenance Plan PROVIDED ALWAYS that in the event that any element of the Open Space becomes unavailable or fit for public use (whether a breach materially affects public use shall be determined by the Council) the Council may serve notice accordingly specifying the work required to make the element of Open Space available and fit for public use within 7 days after the date of the notice or such longer period as may be reasonable depending on the work required PROVIDED THAT in the event of a failure to comply with the notice after the expiration of 7 days the Council may carry out the works and recover the costs of doing so from the Owner.
4. If any element of the Open Space shall become in a dangerous condition (or the Council shall have served notice accordingly) the Owner shall take immediate steps to remove the danger to make that element of the Open Space safe PROVIDED THAT in the event the Open Space is not made reasonably safe within 24 hours the Council may carry out the works and recover the costs of doing so from the Owner.
5. In the event of any other breach of the Open Space and Site Management Maintenance Plan the Council may serve a notice ("the Notice") specifying the breaches of the Open Space and Site Management Maintenance Plan and

requiring those breaches to be remedied within the period of 28 days after the date of the notice or such longer period as may be reasonable given the nature of the breach PROVIDED ALWAYS that if the Owner has not:-

- 5.1 remedied the breaches specified within the Notice within 28 days ; or
- 5.2 invoked the provisions of Clause 10 to this Agreement to deal with any matter they dispute in relation to any breach specified in the Notice and (in the event that the breach is confirmed by the Expert) thereafter remedied the breach specified in the Notice then the Council may carry out the works required to remedy the breach and recover the costs of doing so from the Owner

Matters for inclusion in the Open Space and Site Maintenance and Management Plan

1. A sustained and uniform standard of maintenance is undertaken for the Open Space and any associated features
2. Development of community involvement in Open Space issues
3. Well designed Open Space within new developments that are properly integrated with the wider network of local and strategic Open Space and other public realm provision
4. Avoidance of confusion to the public concerning maintenance responsibilities and whom to contact
5. Maintenance specifications for Open Space and ancillary features and shall include risk assessments and management proposals for all aspects of open space maintenance including public access and shall be in general accordance with the Council's requirements for the laying out and adoption of new public open space in residential areas and any provision of play equipment and furniture shall meet the appropriate European or British Standards
6. Contact details in event of maintenance queries must be provided to both the Council and property purchasers including an out of office hours emergency number These must be prominently displayed at locations to be agreed by the Council through installation of appropriate signage
7. The Open Space shall be maintained in Perpetuity to a reasonable standard not less than that to which the Council maintains public open space under its control performing a similar function of all grounds maintenance operations to keep the Open Space in a good condition and safe for use the clearance of litter and waste as often as necessary to maintain the Open Space in a clean and tidy condition, the provision and emptying of receptacles for litter and dog waste, the appropriate

treatment inspection repair and renewal of any fencing and furniture. Any damage shall be made good as soon as reasonably practicable and any diseased dead or damaged planting shall be treated or replaced within the nearest planting season in accordance with good horticultural practice.

8. Notices shall be erected and maintained of an approved size and layout giving details of the owner and manager of the Open Space with contact details for the reporting of complaints and all sales or letting literature shall show the Open Space and confirm that it is public open space for the benefit of the public at large.
9. A log in readable format shall be kept of any complaints with regard to the Open Space and details and date of the action taken and shall be made available at all reasonable times for inspection by the Council.
10. A secure regime for the cost of Open Space maintenance to be discharged from contributions from the Owner or Occupiers of the residential dwellings by way of a levy which shall be secured to their property interest and for such expenditure to be appropriately ring-fenced and copies of accounts to be prepared not less than annually and a copy to be supplied to the Council who shall be given details of and a right to attend as observer at any general meeting for the purpose of considering any proposals concerning the Open Space.
11. Proposals for the maintenance arrangements for the cleaning of hard surfaces and if applicable ensure that new Occupants have details clearly stated in their schedule of service charges to cover this expense.

Schedule 7 Plans

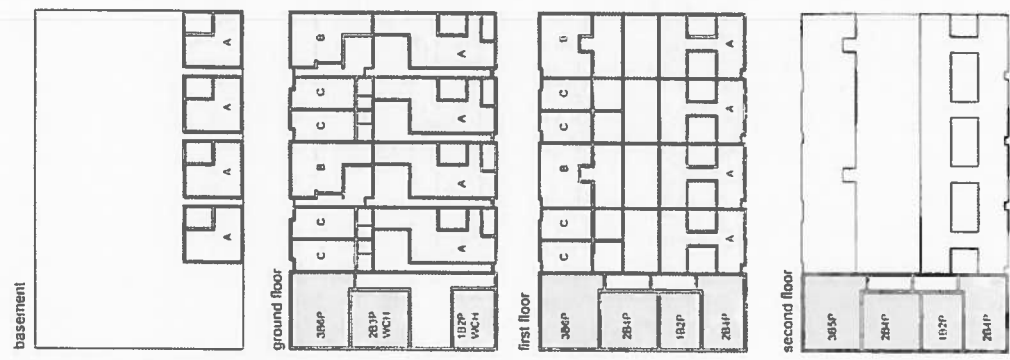
Notes:

- 1. All dimensions are in millimetres unless otherwise stated.
- 2. All dimensions are to the centre line of walls unless otherwise stated.
- 3. All dimensions are to the face of walls unless otherwise stated.
- 4. All dimensions are to the face of walls unless otherwise stated.
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- 8. All dimensions are to the face of walls unless otherwise stated.
- 9. All dimensions are to the face of walls unless otherwise stated.
- 10. All dimensions are to the face of walls unless otherwise stated.

CSM Regulations 2007

All work shall be carried out in accordance with the relevant standards and specifications.

14-05-15 N Planning (R-C) (R/R)
 08-13-14 A Draft House (L1) (R/R)
 Date: 08/13/14
 Scale: 1:100
 Drawing No: 14-05-15-01
 Project: Mansfield Bowling Club
 Title: Tenure Plan - Schedule of Accommodation
 Drawing No: AA4437/2146
 Date: 22/09/2014
 Scale: 1:100
 Drawing No: 14-05-15-01



type	quantity	percentage	unit area (NIA)m ²	total area (NIA)m ²	
					2B
2B3P WCH	1	50% of Affordable Rent	81.23	81.23	
	2		79.26		
3B6P	3	50% of Rent	105.01	315.03	
1B2P WCH	1		59.30		
1B2P	2	60% of Intermediate	53.49	106.98	
2B4P	2		75.43		
TYPE A	4	40% of Intermediate	277.79	1111.16	
	2		169.1		
TYPE B	4	60% of private housing	93.66	374.64	
	4		40% of private housing		
total	21			2696.01	

affordable GEA (sq.m.) 122.75	GEA (sq.m.) Affordable Rent 779.19	63.62%
% of total housing	Intermediate GEA (sq.m.) 445.66	36.38%
sale GEA (sq.m.) 2213.37		
6.38%		100.00%

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 16 June 2016 shows the state of this title plan on 16 June 2016 at 11:47:33. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the Land Registry, Croydon Office .

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Land Registry.

(Land Transfer Acts 1875 & 1897.)

DISTRICT—LONDON GREATER LONDON

PARISH—ST. PANCRAS.

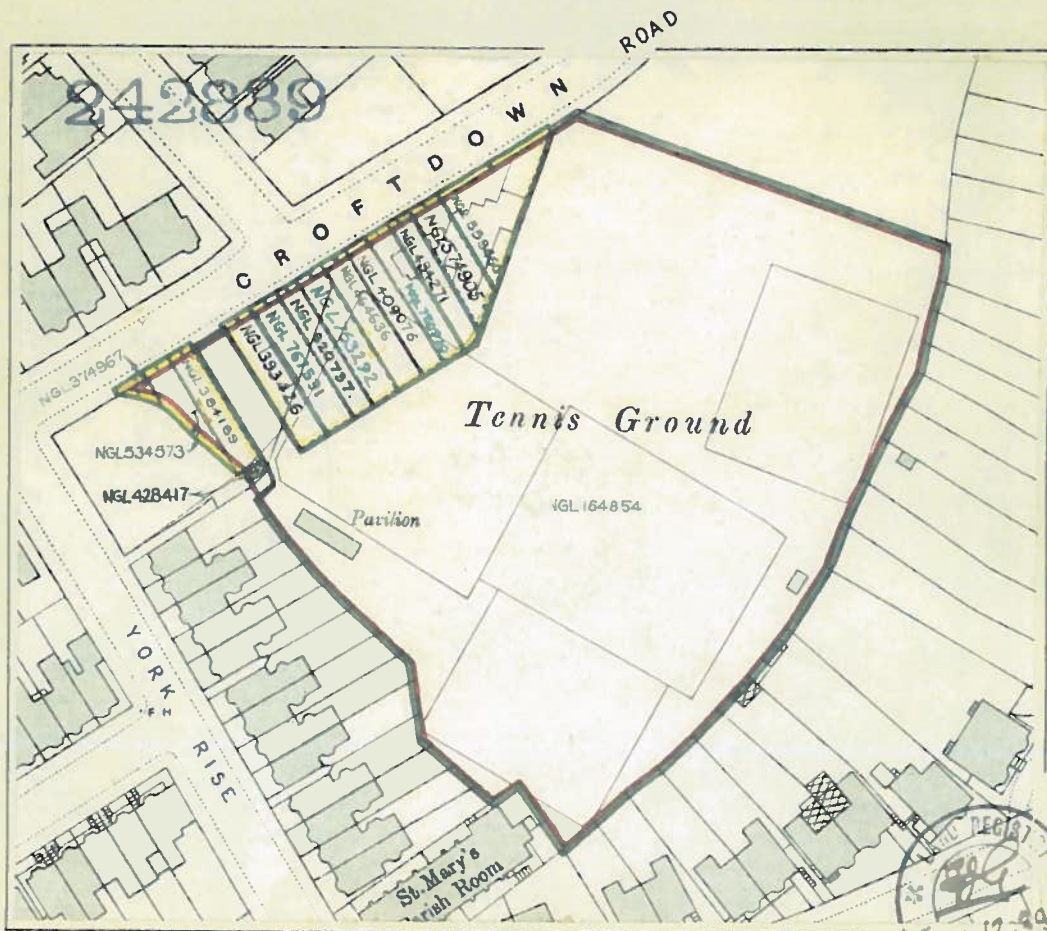
BOROUGH OF CAMDEN

Title N^o 242839

Ordnance Survey: LONDON Sheet III 82

(Edition 1894-96, 1916)

Scale 88 Feet to One Inch.



This is the filed Plan No. 242839

Schedule 8 The Burland Category of Damage

Category of Damage	Description of Typical Damage	Approximate Crack Width (mm)	Limiting Tensile Strain (per cent)
0 Negligible	Hairline cracks less than about 0.1mm are classed as negligible	<0.1	0.0 - 0.05
1 Very slight	Fine cracks that can easily be treated during nominal decoration. Perhaps isolated, slight fracture in building. Cracks in external brickwork visible on inspection.	<1	0.05 - 0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weather tightness. Doors and windows may stick slightly	<5	0.075 - 0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weather tightness often impaired	5 - 15 or a number of cracks > 3	0.15 - 0.30
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls especially over windows and doors. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing beams. Service pipes disrupted.	15-25 but also depends on number of cracks	> 0.30
5 Very severe	This requires major repair involving particular or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability	Usually > 25 but depends on number of cracks	

Extract from paragraph 2.30 of the Camden Planning Guidance 4: Basements and Lightwells