

DATED

16 March

2017

(1) STEPHEN LANE, HELENA DAVIS, ANTHONY CHARLES GRIMWADE and TONY
ALDERMAN

and

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

A G R E E M E N T

relating to land known as

36-52 Fortess Road and 20 Fortess Grove, London NW5 2HB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918

Fax: 020 7974 2962

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CLS/COM/LMM/1685.



THIS AGREEMENT is made the 16th day of March 2017

BETWEEN:

- i. **STEPHEN LANE, HELENA DAVIS, ANTHONY CHARLES GRIMWADE and TONY ALDERMAN** care of Boyes Sutton & Perry, 20 Wood Street, Barnet EN5 4BJ and care of Mrs Rachael Davis-Stollar, 18 Craigweil Avenue, Radlett WD7 7EX the trustees of the Charity known as The Estate Charity Of Eleanor Palmer (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL947485.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 5th August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4501/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.



1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low cost housing including Social Rented Housing that meets the needs of people who accordance with the National Planning Policy Framework and successor documents
2.3	"the Affordable Housing Contribution"	the sum of £140,450 (one hundred and forty thousand four hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the Borough
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision



2.7	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.8	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development; (ii) incorporation of the provisions set out in the First Schedule annexed hereto; (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase; (iv) proposals to ensure there are no



		<p>adverse effects on the Conservation Area features;</p> <p>(v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(vii)the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.9	"the Development"	<p>change of use from vehicle repair workshop (Class B2) within re-developed buildings to provide business floorspace (Class B1) within retained shell, 1 x 2-bed social rent dwelling on Railey Mews, 8 x 3-bed dwellings within retained shell (Class C3) and refurbishment of existing 1 x 2 dwelling on Fortess Groveas shown on the Site Location Plan and drawing numbers 687 EX 0S01 (OS Plan and Site Plan As</p>



		<p>Existing); 687 DM 0X04 (Demolition Drawings [4 of 4]); 687 DM 0X03 (Demolition Drawings [3 of 4]); 687 DM 0X02 (Demolition Drawings [2 of 4]); 687 DM 0X01 (Demolition Drawings [1 of 3]); 687 EX ES03 (Demolition Drawings); 687 EX ES02 (Sections As Existing); 687 EX ES01 (Elevations As Existing); 687 EX 0001 (Ground Floor Plan As Existing); 687 EX 0R01 (Roof Plan As Existing); 687-ES - 0X01 Rev C (Elevations as Proposed (1 of 2)); 687-ES - 0X02 Rev C (Elevations As Proposed (2 of 2)); 687-ES - 0X03 Rev B (Sections as proposed (1 of 2)); 687-ES - 0X04 Rev B (Sections as proposed (2 of 2)); 687-LY - OR01 Rev B (Roof Plan As Proposed); 687-LY - 0S01 Rev D (Site Plan As Proposed); 687-LY -0X01 Rev B (House Type A Floor Plans); 687-LY -0X02 Rev B (House Type B Floor Plans); 687-LY - 0X03 Rev D (House Type C); 687-LY - 0X04 Rev D (Commercial Floor Plans as Proposed (1 of 2)); 687-LY - 0X05 Rev D (Commercial Floor Plans as Proposed (2 of 2)); Construction Management Plan Issued: November 2015 prepared by Cooley Architects; Phase I Desk Study Report Issued: June 2015 prepared by Delta-Simons; Structural Feasibility Report Issued: 10.07.2015 prepared by Blyth and Blyth; Daylight and Sunlight Report Issued: 30th June 2015 prepared by EB7; Letter prepared by EB7 dated 20th November 2015; Sustainability Statement Issued: November 2015 prepared by NRG Consulting; Energy Statement Issued: November 2015 prepared by NRG Consulting; Letter prepared by CGMS Issued: 20th November 2015; Bat Survey - Preliminary Roost Assessment Issued: 26th October 2015 prepared by Arbtch Consulting Limited; Archaeological Desk-Based Assessment Issued: June 2015 prepared by Heritage Collective; Air Quality Assessment Issued: July 2015 prepared by Air Quality Consultants Ltd; Planning</p>
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		Statement prepared by CGMS; Heritage Statement prepared by CGMS; Viability Report Issued: October 2014 prepared by Davis Brown; Letter prepared by Davis Brown Issued: 18th November 2015; Surface Water Drainage Statement Issued: November 2015 prepared by RPS Health, Safety & Environment.
2.10	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.8 and 4.9 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; b) to ensure a 20% local employment target during the Construction Stage; c) ensure delivery of a minimum of 1 construction apprenticeship together with a support fee of £1,700; d) ensure the recruitment of 5 construction or non construction placement opportunities of not less than 2 weeks each to be undertaken over the course of the Development e) commit to following the Local Procurement Code
2.11	"the Energy Efficiency and Renewable Energy Plan"	a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy



		<p>emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none">(a) the incorporation of the measures set out in the submission documents entitled: Sustainability Statement (dated February 2016, by NRG) Energy Statement (dated November 2015, by NRG) and Energy Statement Addendum (dated 17/05/2016, by NRG) to achieve a 35% reduction in CO2 emissions beyond the Part L 2013 baseline;(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;(e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage [SAP (for residential) and NCM (for non-residential) calculations] certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the
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		<p>Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.12	"the Highway Contribution"	<p>the sum of £4,633.20 (four thousand six hundred and thirty three pounds twenty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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; and</p> <p>(ii) any other works the Council acting reasonably</p>



		<p>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>
2.13	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.14	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.15	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.16	"Local Procurement Code"	the code annexed as the Second Schedule to this Agreement
2.17	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.18	"the Parties"	mean the Council and the Owner
2.19	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 1 September 2015 for which a resolution to grant permission has been passed conditionally under



		reference number 2015/4501/P subject to conclusion of this Agreement
2.20	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.21	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.22	"the Property"	the land known as 36-52 Fortess Road and 20 Fortess Grove, London NW5 2HB the same as shown outlined in red on the plan annexed hereto
2.23	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.24	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008
2.25	"Regulator"	means the Homes and Communities Agency and any successor organisation (including the Greater London Authority ("GLA")) which assumes any of the Homes and Communities Agency's functioning in relation to any or all of the following: <ul style="list-style-type: none"> (a) Maintaining a register of social housing providers and/or (b) Setting targets for rent and service management charges for social rented housing.



2.26	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.27	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.28	"the Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development and securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity of the surrounding residents and businesses from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> (i) measures to manage safe entry and exit from Fortess Grove; (ii) a requirement for delivery and servicing vehicles to load/unload from a specific suitably located area; (iii) details of the person/s responsible for directing and receiving deliveries to the Property and the person responsible for liaison with users of the Service Yard; (iv) measures to avoid a number of delivery vehicles arriving at the same time; (v) likely frequency and duration of servicing



		<p>movements and measures to be taken to avoid any conflicts;</p> <p>(vi) likely nature of goods to be delivered;</p> <p>(vii) the likely size of the delivery vehicles entering the Property;</p> <p>(viii) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;</p> <p>(ix) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(x) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(xi) details of arrangements for refuse storage and servicing; and</p> <p>(xii) a mechanism for review and update as may be agreed between the Parties from time to time</p>
2.29	"Social Rented Housing"	<p>Affordable Housing units available for rent in perpetuity such that:-</p> <p>(a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time</p>



		<p>to time;</p> <p>(b) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Homes and Communities Agency document entitled: <i>Affordable Homes Programme 2011-2015 Framework</i> and successor documents</p> <p>(c) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);</p> <p>(d) the units are managed by a Registered 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>
2.30	"Social Rented Housing Unit"	the one unit of Social Rented Housing forming part of the Development being the 1 x 2 bedroom unit the same as shown edged [] on Plan []
2.31	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Statement (dated February 2016, by NRG) Energy Statement (dated November 2015, by NRG) and Energy Statement Addendum (dated 17/05/2016, by NRG)</p>



		<p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a 'Very Good' rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and to include a maximum water consumption for the Development of 89.5 litres/person per day;</p> <p>(c) 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;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from</p>
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		time to time
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3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.3 for all relevant purposes.



4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To carry out all works of construction conversion and fitting out necessary to make the Social Rented Housing Unit suitable for occupation as Affordable Housing as approved by the Council and to 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 by the Council to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.2 To ensure that the Social Rented Housing Unit shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than as an Social Rented Housing Units for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator
- 4.1.3 Not to Occupy or allow Occupation of any of the Market Housing Units until such time as:
- (i) the Social Rented Housing Unit has been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years,; and
 - (ii) the works of construction conversion and fitting out of the Social Rented Housing Unit has been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 To ensure that the Social Rented Housing Unit is constructed, occupied and used solely as Affordable Housing pursuant to the objects and purposes of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.1.5 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Social Rented Housing Unit or any part thereof (except by way of



mortgage) other than to any other Registered Provider registered with the Regulator 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.

4.2 AFFORDABLE HOUSING CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Affordable Housing Contribution in full as demonstrated by written notice to that effect.

4.3 CAR FREE DEVELOPMENT

4.3.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential or business unit forming part of the Development each new resident and business occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit or Business Parking Permit to park a vehicle in a Residents Parking Bay or Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

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

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

4.4 HIGHWAYS CONTRIBUTION



- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval such approval not to be unreasonably withheld or delayed.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate (acting reasonably as a result of making good a deficiency in the public highway arising from the Development and repaving the crossover and the footway immediately outside the front of the Property but for the avoidance of doubt not to otherwise put the Public Highway into a better state of repair and condition than as at the date hereof) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.4.4 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess
- 4.4.6 If the Highway Contribution exceeds the Certified Sum the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the excess.
- 4.5 **CONSTRUCTION MANAGEMENT PLAN**
- 4.5.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.



- 4.5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan in writing (such approval not to be unreasonably withheld or delayed).
- 4.5.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.5.4 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 reasonably required by the Council to remedy such non-compliance.

4.6 **SERVICE MANAGEMENT PLAN**

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.6.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan in writing, such approval not to be unreasonably withheld
- 4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the Service Management Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.



4.7 EMPLOYMENT AND TRAINING PLAN

- 4.7.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.7.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance (unless otherwise agreed in writing with the Council).
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan (unless otherwise agreed in writing with the Council)

4.8 LOCAL EMPLOYMENT

- 4.8.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 4.8.2 In order to facilitate compliance with the requirements of sub-clause 4.8.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-



- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.8.3 The Owner shall ensure that at all times during the Construction Phase no less than 1 construction apprentice shall be employed at the Development always ensuring each apprentice shall be:-

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

4.8.4 The Owner shall ensure that during the Construction Phase of the Development no less than 5 work placements and/or work experience opportunities are provided at the Development.

4.8.5 Notwithstanding the provisions in clauses 4.8.3 and 4.8.4 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.



4.8.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.9 **LOCAL PROCUREMENT**

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

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

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

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

4.10 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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



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

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

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

4.11 **SUSTAINABILITY PLAN**

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

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

4.11.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan (unless otherwise agreed with the Council in writing).

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



- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/4501/P the date upon which the Development is ready for Occupation.
- 5.3 The Council and the Owner shall act in good faith and shall co-operate with the each other 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation. But for the avoidance of doubt the Owner shall not be required to make any payment in respect of any confirmation from the Planning Obligations Monitoring Officer that any obligation in this agreement has been satisfied or partially satisfied.
- 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 2015/4501/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/4501/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 2% above the Base Rate of the National Westminster Bank plc



from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/4501/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 not exceeding £11,500 (eleven thousand five hundred pounds) incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and



regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY
STEPHEN LANE
in the presence of:**

) 
) _____
2


.....
Witness Signature



Witness Name ✓ P.S. Lane
Address ✗ 47 UNION STREET, BARNET
Occupation ✓

EXECUTED AS A DEED BY
HELENA DAVIS
in the presence of:)
)
)

HD



.....
Witness Signature

Witness Name DAVID LONGSTAFF.
Address ✗ 66 HATLEY CLOSE, N11 3LN
Occupation ✗ ACTOR.

EXECUTED AS A DEED BY
ANTHONY CHARLES GRIMWADE
in the presence of:)
)
)



.....
Witness Signature

Witness Name ✗ Martin Wellsman.
Address ✗ 121 Leicester Rd Barnet EN5 5EA
Occupation ✗ Surveyor.

EXECUTED AS A DEED BY
TONY ALDERMAN
in the presence of:)
)
)

TA



.....
Witness Signature

Witness Name ✓ R. SIMMONDS
Address ✗ 53 BELLS HILL
BARNET
HERTS
EN5 2SG



Occupation *+*

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

C. P. B. L.
.....

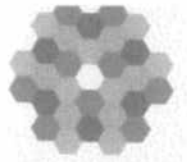
Authorised Signatory



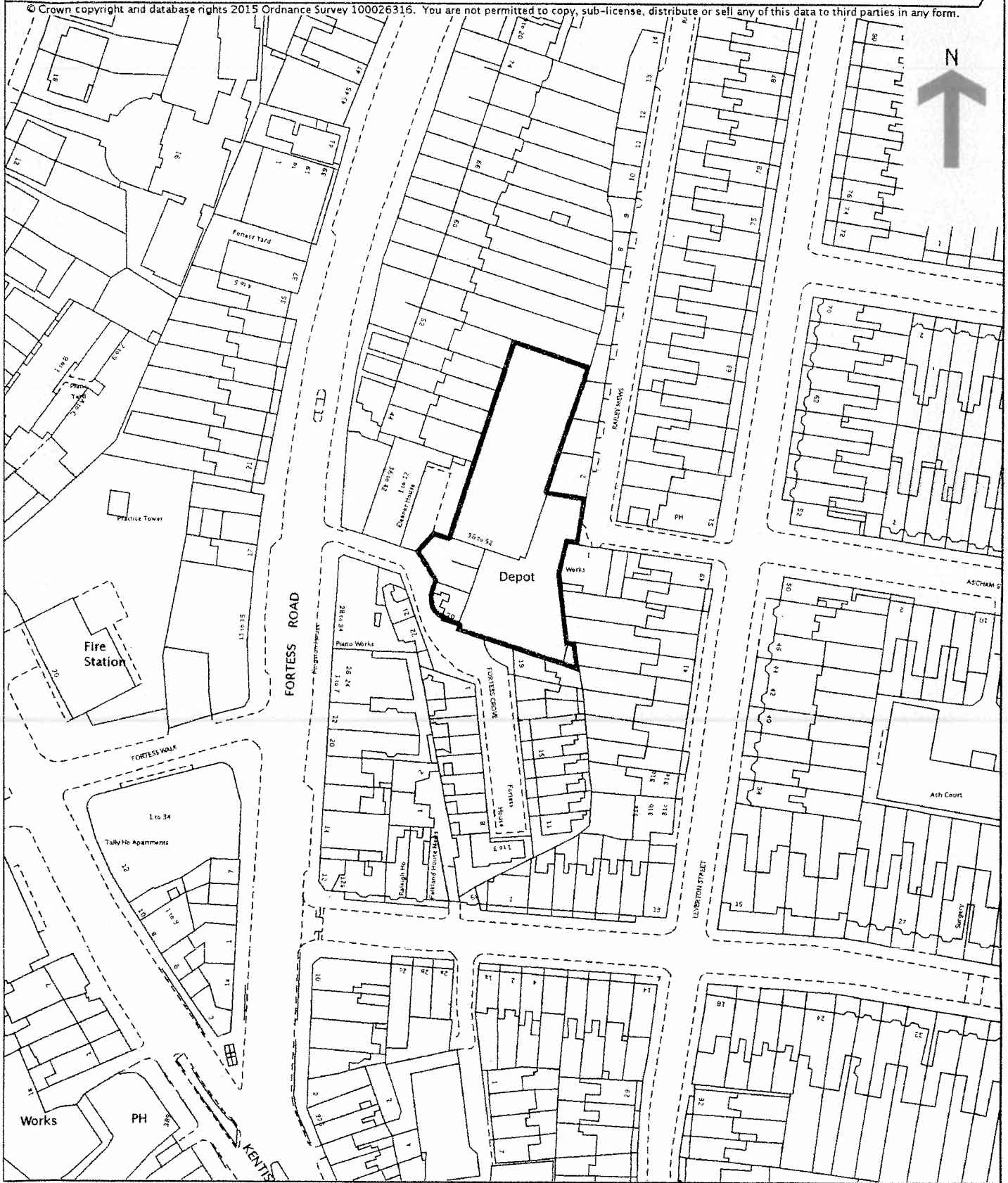


Land Registry Official copy of title plan

Title number **NGL947485**
Ordnance Survey map reference **TQ2985SW**
Scale **1:1250**
Administrative area **Camden**



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CgMs
140 London Wall
7th Floor
London
EC2Y 5DN

Application Ref: **2015/4501/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Workshop at 36-52 Fortress Road and 20 Fortress Grove
London
NW5 2HB**

Proposal:

DECISION
Change of use from vehicle repair workshop (Class B2) within re-developed buildings to provide business floorspace (Class B1) within retained shell, 1 x 2-bed social rent dwelling on Railey Mews, 8 x 3-bed dwellings within retained shell (Class C3) and refurbishment of existing 1 x 2 dwelling on Fortress Grove

Drawing Nos: ; Surface Water Drainage Statement Issued: November 2015 prepared by RPS Health, Safety & Environment.

687 EX 0S01 (OS Plan and Site Plan As Existing); 687 DM 0X04 (Demolition Drawings [4 of 4]); 687 DM 0X03 (Demolition Drawings [3 of 4]); 687 DM 0X02 (Demolition Drawings [2 of 4]); 687 DM 0X01 (Demolition Drawings [1 of 3]); 687 EX ES03 (Demolition Drawings); 687 EX ES02 (Sections As Existing); 687 EX ES01 (Elevations As Existing); 687 EX 0001 (Ground Floor Plan As Existing); 687 EX 0R01 (Roof Plan As Existing); 687-ES - 0X01 Rev C (Elevations as Proposed (1 of 2)); 687-ES - 0X02 Rev C (Elevations As Proposed (2 of 2)); 687-ES - 0X03 Rev B (Sections as proposed (1 of 2)); 687-ES - 0X04 Rev B (Sections as proposed (2 of 2)); 687-LY - OR01 Rev B (Roof Plan As Proposed); 687-LY - 0S01 Rev D (Site Plan As Proposed); 687-LY -0X01 Rev B (House Type A Floor Plans); 687-LY - 0X02 Rev B (House Type B Floor Plans); 687-LY - 0X03 Rev D (House Type C); 687-LY - 0X04 Rev D (Commercial Floor Plans as Proposed (1 of 2)); 687-LY - 0X05 Rev D (Commercial Floor Plans as Proposed (2 of 2)); Construction Management Plan Issued: November 2015 prepared by Cooley Architects; Phase I Desk Study Report Issued: June

2015 prepared by Delta-Simons; Structural Feasibility Report Issued: 10.07.2015 prepared by Blyth and Blyth; Daylight and Sunlight Report Issued: 30th June 2015 prepared by EB7; Letter prepared by EB7 dated 20th November 2015; Sustainability Statement Issued: November 2015 prepared by NRG Consulting; Energy Statement Issued: November 2015 prepared by NRG Consulting; Letter prepared by CGMS Issued: 20th November 2015; Bat Survey - Preliminary Roost Assessment Issued: 26th October 2015 prepared by Arbtech Consulting Limited; Archaeological Desk-Based Assessment Issued: June 2015 prepared by Heritage Collective; Air Quality Assessment Issued: July 2015 prepared by Air Quality Consultants Ltd; Planning Statement prepared by CGMS; Heritage Statement prepared by CGMS; Viability Report Issued: October 2014 prepared by Davis Brown; Letter prepared by Davis Brown Issued: 18th November 2015

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

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

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

Condition(s) and Reason(s):

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

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

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new (commercial) shopfronts at a scale of 1:10;

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London

Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the commencement of any works on site, details demonstrating how adjacent trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally

in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Before the development is occupied the service bay within the site shall be clearly marked out in thermoplastic paint stating "No Parking". Thereafter, at no time shall any goods, vehicles, plant equipment or other obstruction be left in this area and the markings shall be permanently retained unless prior written consent is given by the local planning authority.

Reason: In order to satisfactorily provide for the turning of vehicles within the site and in the interests of highways and pedestrian safety in accordance with Appendix 6 of Supplementary Planning Guidance, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences, details of secure and covered cycle storage area for 22 cycles (commercial element) and 18 cycles (residential element) shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

- 10 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework

Development Policies.

- 11 No construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level which takes account of the adjoining operations and structures of London Underground, has been submitted to and approved by the local planning authority in consultation with the relevant rail infrastructure undertaker. The development shall thereafter be carried out in accordance with the approved design and method statements.

Reason: To ensure that the development does not impact on existing and proposed strategic transport infrastructure in accordance with the requirements of policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 12 No impact piling until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 The development hereby permitted shall be carried out in accordance with the following approved plans [687 EX 0S01 (OS Plan and Site Plan As Existing); 687 DM 0X04 (Demolition Drawings [4 of 4]); 687 DM 0X03 (Demolition Drawings [3 of 4]); 687 DM 0X02 (Demolition Drawings [2 of 4]); 687 DM 0X01 (Demolition Drawings [1 of 3]); 687 EX ES03 (Demolition Drawings); 687 EX ES02 (Sections As Existing); 687 EX ES01 (Elevations As Existing); 687 EX 0001 (Ground Floor Plan As Existing); 687 EX 0R01 (Roof Plan As Existing); 687-ES - 0X01 Rev C (Elevations as Proposed (1 of 2)); 687-ES - 0X02 Rev C (Elevations As Proposed (2 of 2)); 687-ES - 0X03 Rev B (Sections as proposed (1 of 2)); 687-ES - 0X04 Rev B (Sections as proposed (2 of 2)); 687-LY - OR01 Rev B (Roof Plan As Proposed); 687-LY - 0S01 Rev D (Site Plan As Proposed); 687-LY -0X01 Rev B (House Type A Floor Plans); 687-LY -0X02 Rev B (House Type B Floor Plans); 687-LY - 0X03 Rev D (House Type C); 687-LY - 0X04 Rev D (Commercial Floor Plans as Proposed (1 of 2)); 687-LY - 0X05 Rev D (Commercial Floor Plans as Proposed (2 of 2)); Construction Management Plan Issued: November 2015 prepared by Cooley Architects; Phase I Desk Study Report Issued: June 2015 prepared by Delta-Simons; Structural Feasibility Report Issued: 10.07.2015 prepared by Blyth and Blyth; Daylight and Sunlight Report Issued: 30th June 2015 prepared by EB7; Letter prepared by EB7 dated 20th November 2015; Sustainability Statement Issued: November 2015 prepared by NRG Consulting; Energy Statement Issued: November 2015 prepared by NRG Consulting; Letter

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

- 14 No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

- 15 All new dwellings, as indicated on plan number/s hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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

- 16 At least 28 days before the development hereby permitted commences a written detailed scheme of assessment consisting of site reconnaissance, conceptual model, risk assessment and proposed schedule of investigation must be submitted to the planning authority. The scheme of assessment must be sufficient to assess the scale and nature of potential contamination risks on the site and shall include details of the number of sample points, the sampling methodology and the type and quantity of analyses proposed. The scheme of assessment must be approved by the LPA and the documentation submitted must comply with the standards of the Environment Agency's Model Procedures for the Management of Contamination (CLR11).

Reason: To protect future occupiers of the development from the possible presence

of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Before development commences, a site investigation shall be undertaken in accordance with the approved scheme of assessment and the written results provided to the planning authority for their approval. Laboratory results must be provided as numeric values in a formatted electronic spread sheet. Before development commences a remediation scheme shall be agreed in writing with the planning authority and the scheme as approved shall be implemented before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Additional significant contamination discovered during development shall be fully assessed and any necessary modifications made to the remediation scheme shall be submitted to the Local Planning Authority for written approval. Before any part of the development hereby permitted is occupied the developer shall provide written confirmation that all works were completed in accordance with the revised remediation scheme.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 19 The developer must provide an intrusive pre-demolition and/or refurbishment asbestos survey in accordance with HSG264 supported by an appropriate mitigation scheme to control risks to future occupiers. The scheme must be written by a suitably qualified person and shall be submitted to the Local Planning Authority and must be approved prior to commencement of the development. The scheme as submitted shall demonstrably identify potential sources of asbestos contamination and detail removal or mitigation appropriate for the proposed end use. Detailed working methods are not required but the scheme of mitigation shall be independently verified to the satisfaction of the Local Planning Authority prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 21 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 22 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 23 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating any commercial part(s) of the premises from noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ and $L_{nT,w}$ is enhanced by at least 20dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the criteria of BS8233:2014 within the dwellings/ noise sensitive premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise

- 24 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 25 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 26 The residential units located within the retained shell of 36-58 Fortess Grove shall not be occupied until louvres/screens within the replacement roof trusses have been installed, the details of which shall have first been submitted to and approved by the Local Planning Authority in writing. The details shall include
- a) Manufacturer's specification, detailed design and drawings including sections at minimum scale 1:10
 - b) A sample of a louvre/screen at 1:1 (to be provided on site and retained throughout the duration of the works)
 - c) Modelling to demonstrate the protection of privacy to adjacent properties
 - d) Details of mitigation of noise from wind

The louvre/screen shall be permanently retained.

Reason: To safeguard the positive contribution of the premises to the surrounding conservation area and the amenities of the adjacent occupiers, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 27 Prior to commencement of the development, full details of the sustainable drainage system shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate run-off rate limited to 5l/s. Details shall include a lifetime maintenance plan, and shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 28 Prior to occupation, evidence that the sustainable drainage system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 This letter in no way prejudices the rights of the owner(s) of the tree(s) in question, to whom a copy of this letter has been sent, whose consent should be obtained prior to the implementation of any works.
- 4 It shall be the Contractors' responsibility to report any serious defects noted whilst working in or climbing the tree(s) in question. Should this suggest the need for additional tree work to that specified or recommended, the Council should be notified in advance, excepting only in circumstances where safety reasons require immediate and urgent action.

- 5 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 6 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 9 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 10 There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.
- 11 Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site

storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921.

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

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION

**THE FIRST SCHEDULE
Construction Management Plan
Highway Measures**

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

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

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
[http://www.tfl.gov.uk/assets/downloads/TFL Base Map Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.



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



as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.

s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.

u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

v) Any other relevant information with regard to traffic and transport.

w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to



the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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



THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support 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

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.



- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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



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

Fitting out by tenants

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

Facilities Management

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

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

