

DATED 23 JUNE 2017

(1) A2DOMINION DEVELOPMENTS LIMITED

**(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
156 West End Lane, London NW6
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011
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

G:\case files\culture & env\planning\lmm\s106 Agreements (2015/6455/P)
CLS/COM/LMM/1800.140

THIS AGREEMENT is made the 23rd day of June

2017

BETWEEN:

- i. **A2DOMINION DEVELOPMENTS LIMITED** (Co. Regn. No. 05585321) whose registered office is at The Point, 37 North Wharf Road, London W2 1BD (hereinafter called "the Developer") 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 Council is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL167278.
- 1.2 The Developer has entered into a contract for the purchase of the Property with the Council dated 20 November 2015 ("the Contract") and has an equitable interest 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 27 November 2015 and the Council resolved to grant permission conditionally under reference number 2015/6455/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.
- 1.6 The Developer has agreed to enter into this Agreement with the Council for the purpose of ensuring that the obligations herein on the part of the Developer shall bind its equitable interest in the Property and in the event of the Council transferring its freehold interest in the Property to the Developer pursuant to the Contract has agreed to enter into the Supplemental Deed pursuant to Section 106 of the Act for the purpose of ensuring that the obligations on the part of the Developer shall be binding on any such freehold interest.

2. DEFINITIONS

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

- 2.1 "Above Ground Floor Works" means works to the above ground floor of a building comprised in the Development including any piling works
- 2.2 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.3 "Affordable Housing" low-cost housing including Target Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy

homes available in the open market in accordance with the National Planning Policy Framework and successor documents

2.4 "Affordable Housing

Units"

the 44 (forty four) Target Social Rented Housing Units and the 35 (thirty five) Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.5 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.6 "Bus Shelter Contribution"

means the sum of £15,000 (fifteen thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied towards the provision of a new bus shelter at bus stop N directly opposite the Property on West End Lane

2.7 "the Certificate of

Practical Completion"

the certificate issued by the Developer's contractor architect or project manager certifying that the Development has been completed

2.8 "CHP Air Quality Assessment"

An assessment undertaken by the Developer which shall include the following information in respect of the energy centre provided as part of the Development:

- (a) technical details of any proposed combined heat and power (CHP) or combined cooling, heat and power (CCHP) system including thermal capacity;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter including confirmation that the plant will comply with Band B of the Mayor's emission standards (as set out in the Mayor's Sustainable Design and Construction SPG) and details of any necessary NO₂ abatement mechanisms;
- (f) provision of a plans and elevations showing the termination point of all exhaust stacks

associated with the energy centre ensuring the exhaust stack shall be located away from open-windows and air inlet vents to minimise the opportunity for NO₂ levels to contaminate air intakes for any site ventilation systems; and

- (g) modelled data to evidence that NO₂ levels at the ventilation inlet are below 40 micrograms per meter cubed

2.9 "Commercial Travel Plan
Monitoring Contribution"

the sum of £6,122 (six thousand one hundred and twenty two pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to review and approve the Developer's Commercial Travel Plan over a six year period from the date of first Occupation of the Development

2.10 "Commercial Travel Plan
Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Developer to deliver the objectives of the Commercial Travel Plan and be responsible for the coordination, implementation, reporting and review of the Commercial Travel Plan with a view to securing an ongoing process of continuous improvement

2.11 "Commercial Travel Plan"

a plan setting out a package of measures to be adopted by the Developer in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required

upon receipt of results of the review and further approved in writing by the Council

- (e) provision for the appointment of Commercial Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.12 "Community Space"

means the community space (Use Class D1) to be provided as part of the Development and retained and managed by the Developer as community space in accordance with Clause 4.18 and of this Agreement the same as shown coloured orange on Plan 3 annexed hereto at the Sixth Schedule

2.13 "Community Space
Management Plan"

means a plan setting out the details for the establishment and ongoing management of the Community Space, including hours and days of operation, layout, cleaning, maintenance, storage of equipment, service charge, etc.

2.14 "Community Space
Specification"

means the specification for the fitting out of the Community Facility comprising the following, unless otherwise agreed by the Council:

- (a) meeting space;
- (b) kitchenette and toilet facilities;
- (c) data and cable connections;
- (d) disabled access;
- (e) secure access and other security measures.

2.15 "Community Working Group"

means a working group which the Developer shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development

2.16 "the Construction Apprentice
Default Contribution"

the sum of £7,500 (seven thousand five hundred pounds) for each apprentice that is not provided in accordance with the provisions of clause 4.11.3 of this Agreement to be paid by the Developer to the Council in accordance with the provisions of clause 4.11.8 of this Agreement

2.17 "the Construction Apprentice
Support Contribution"

the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Developer 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

2.18 "Construction Management Plan"

a plan setting out the measures that the Developer will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Second Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (a) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (b) 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);
- (c) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (d) 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

2.19 "the Construction Management

Plan Implementation Support	
Contribution"	the sum of £39,000 (thirty nine thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.20 "the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the existing buildings</p>
2.21 "the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.22 "Demolition"	the date on which demolition of the existing buildings and site clearance commences
2.23 "the Demolition Date"	the date on which demolition of the existing buildings and site clearance commences
2.24 "Demolition Management Plan"	<p>a plan setting out the measures that the Developer will adopt in undertaking the demolition of the existing buildings on the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Demolition of the existing buildings on the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) 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 Developer in order to mitigate and offset potential or likely effects and impacts arising from the Demolition of the existing buildings or structures on the Property and the building out of the Development;</p>

- (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing demolition;
- (c) 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);
- (d) the inclusion of a waste management strategy for handling and disposing of Demolition waste; and
- (e) 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

2.25 "the Development"

comprehensive redevelopment following demolition of all existing buildings to provide 164 self-contained residential dwellings (Class C3), 763sqm of flexible non-residential use (Class A-A3, D1, D2), 1093sqm of employment floorspace (Class B1) and 63sq.m of community meeting space (Class D1) in buildings ranging from 3 to 7 storeys. New vehicular access from West End Lane and provision of 8 accessible car parking spaces. Provision of new public open space and widening of Potteries Path. Associated cycle parking and landscaping as shown on the site location plan and drawing numbers pursuant to the Planning Permission

2.26 "Employment and Training Contribution"

the sum of ~~£93,176 (ninety thousand four hundred and seventy five pounds)~~ to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council towards provision and improvement of employment and training opportunities and to support local procurement initiatives in the Borough

83,160 (eighty three thousand one hundred and sixty pounds)

2.27 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Developer in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in

clause 4.10 of this Agreement through (but not be limited to) the following:-

- (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 (unless otherwise agreed with the Council (such agreement not to be unreasonably withheld));
- (c) to ensure the provision of 13 construction apprentices (unless otherwise agreed with the Council (such agreement not to be unreasonably withheld));
- (d) to make provision during the Construction Phase for no less than 16 work placements (unless otherwise agreed with the Council (such agreement not to be unreasonably withheld));
- (e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events; and
- (f) commit to following the Local Procurement Code

2.28 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Developer in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled 'Revised Energy Statement' dated June 2016 produced by Silver Energy Management Solutions Limited 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 Developer will

reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Developer will target a reduction of at least 12% (or as otherwise agreed in writing between the Developer and the Council) 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) the incorporation of a Combined Heat and Power (CHP) system of a size and specification to be agreed by the Council, including details and method of installation of CHP unit(s) and full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating as reasonable;
- (f) a CHP Air Quality Assessment;
- (g) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP
- (h) 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/or NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (i) 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

- (j) 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 2.26 "Essential Services" the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development

2.29 "Essential Services Provider"

an energy service company, statutory undertaker, services utility company or provider that shall acquire an interest in the Property solely for the purpose of providing Essential Services

2.30 "the Highways
Contribution"

the sum of £66,762 (sixty six thousand seven hundred and sixty two pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works):-

- (a) removal of the existing vehicular access and a redundant vehicular crossover
- (b) enhancements to street furniture (e.g. lamp columns, sign posts and plates)
- (c) removal of any redundant street furniture (e.g. sign posts and plates, guard railing)
- (d) repaving of the footway
- (e) construction of a new (private?) vehicular access
- (f) measures to provide for cyclists at the junction of Potteries Path and West End Lane (e.g. dropped kerbs and give way markings and signs)
- (g) any other works the Council acting reasonably requires as a direct result of the Development

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 excludes any statutory undertakers costs

2.31 "the Implementation

Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations; ground investigations; site survey works; works of decontamination; site clearance; relocation of services, utilities and public infrastructure; demolition and references to "Implementation" and "Implement" shall be construed accordingly

2.32 "Intermediate Housing"

Affordable Housing ^{Intermediate} which includes Shared Ownership, ~~Affordable~~ Rented Housing, London Living Rent and other intermediate products as agreed in writing by the Council and is:-

- (a) above target rents but is below open market levels;
- (b) is affordable to people who at the commencement of their occupancy are eligible for intermediate housing in terms set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and
- (c) 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: *Affordable Homes Programme 2011-2015 Framework* and successor documents

2.33 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Developer and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of up to 1 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance

- with Homes and Communities Agency guidance;
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in writing in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies); and
 - (c) the Intermediate Housing Scheme should also include an assessment of the feasibility of providing alternative forms intermediate provision, including Intermediate Rent in line with the Council's Intermediate Housing Strategy
- 2.34 "Intermediate Housing Units" the 35 (thirty five) units of Intermediate Housing forming part of the Development comprising 21 (twenty one) one-bedroom units and 14 (fourteen) two-bedroom units the same as shown coloured light blue on Plan 2 annexed hereto at the Sixth Schedule
- 2.35 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.36 "the Level Plans" plans demonstrating the levels at the interface of the Development and the boundary of the Property and the Public Highway
- 2.37 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.38 "Occupation Date" the date when any part of the Development is occupied except occupation for construction or for fitting out, marketing, repair or security purposes and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.39 "the Parties" means the Council and the Developer
- 2.40 "Pedestrian Cycling and Public Realm Contribution" the sum of £~~150,000~~^{70,000} (~~one hundred and fifty thousand pounds~~^{seventy}) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the towards a scheme for changes/improvements to the existing MUGA

and provision of pedestrian, cycling and public realm improvements in the vicinity of the Development

2.41 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 November 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6455/P subject to conclusion of this Agreement

2.42 "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

2.43 "the Planning

Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.44 "Potteries Path"

means the area that is to be made fully accessible to the public within the Development shown for the purpose of identification only edged blue on Plan 4 annexed hereto at the Sixth Schedule and over which the public will be granted a right of access on foot in accordance with the Potteries Path Plan

2.45 "Potteries Path Plan"

means a plan to be approved by the Council in accordance with clause 4.4 securing in respect of the Potteries Path:

- (a) the carrying out of physical measures for open construction of the Potteries Path together with associated hard and soft landscaping measures (the plan to detail inter alia designs and design drawings for the physical measures for the construction of the Potteries Path and include details of surfacing and materials, location of any street furniture lighting and associated landscaping of the Potteries Path); and
- (b) securing right of access on foot over the Potteries Path for members of the public on 364 days a year subject to safety and security requirements and save in the case of emergency
- (c) securing the ongoing maintenance and upkeep of the Potteries Path by the Developer to the Council's satisfaction

- 2.46 "Private Residential Unit" means a residential unit as part of the Development but is not Affordable Housing
- 2.47 "the Property" the land known as 156 West End Lane, London NW6 the same as shown edged red on plan 1 annexed hereto at the Sixth Schedule
- 2.48 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.49 "the Public Open Space Area" the area of no less than 803m² public open space including no less than 120m² play space created as part of the Development which will be open to the public in accordance with the Public Open Space Area Plan as shown edged green on Plan 5 annexed hereto at the Sixth Schedule
- 2.50 "Public Open Space Area Plan" a plan setting out a package of measures to be adopted by the Owner for the management of public access to the Public Open Space Area (although not so as to create any public highway rights) at no cost to the public incorporating the elements set out in the Fifth Schedule hereto
- 2.51 "Public Open Space Contribution" the sum of £48,036 (forty eight thousand and thirty six pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council towards improving and upgrading Crown Close designated open space to the east of the Development and towards a scheme for changes/improvements to the existing MUGA and the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.52 "Registered Provider" A2 Dominion Homes Ltd, A2 Dominion Housing Options Ltd or any other A2 Dominion Ltd entity which is a registered provider of Affordable Housing registered as such by the Regulator or any other entity that is a registered provider of Affordable Housing registered as such by the Regulator
- 2.53 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.54 "Residential Travel Plan Monitoring Contribution" the sum of £6,122 (six thousand one hundred and twenty two pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to review and approve the

Owner's Residential Travel Plan over a six year period from the date of first Occupation of the Development

2.55 "Residential Travel Plan

Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Developer to deliver the objectives of the Residential Travel Plan and be responsible for the coordination, implementation, reporting and review of the Residential Travel Plan with a view to securing an ongoing process of continuous improvement

2.56 "Residential Travel Plan"

a plan setting out a package of measures to be adopted by the Developer in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (e) provision for the appointment of Residential Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.57 "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
2.58	"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
2.59	"Shared Ownership"	a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
2.60	"SME Business Space"	means no less than 1,093m ² of high quality flexible commercial floorspace (Class B1) suitable for small and medium sized enterprises ("SMEs") to be marketed, provided and retained within the Development for SMEs in accordance with clause 4.19 of this Agreement
2.61	"SME Business Space Marketing Strategy"	means the detailed marketing strategy to be prepared and carried by the Developer in accordance with clause 4.19 of this Agreement
2.62	"SME Business Space Requirements"	means the requirements for the SME Business Space which shall include the following requirements: <ul style="list-style-type: none"> (a) no less than 20% of the total area of the SME Business Space (i.e. an area within the SME Business Space of no less than 220m²) shall be offered to occupiers at 50% below market value (such area/value to be agreed with the Council); (b) spaces within the SME Business Space shall be offered to occupiers on a range of lease/licence terms the principles of which shall be approved by the Council; (c) the SME Business Space shall comprise range of space sizes and/or flexible spaces that can be expanded or contracted to suit the changing needs of occupiers; (d) ICT infrastructure: voice data and services; (e) secure cycle storage where feasible and available (laid out and equipped to the

satisfaction of the Council) shall be provided and shall be made freely accessible to occupiers of the SME Business Space;

- (f) a range of space sizes or flexible spaces that can be expanded or contracted to suit the changing needs of occupiers;
- (g) access to common areas and meeting spaces;
- (h) access to small meeting rooms;
- (i) access to shared kitchens

2.63 "Supplemental Deed"

a deed under Section 106 of the Act to be entered into pursuant to clause 4.1 of this Agreement substantially in the form of the draft attached in the First Schedule to this Agreement with all relevant details inserted

2.64 "Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission document entitled 'Revised Sustainability Plan' dated June 2016 produced by Silver Energy Management Solutions;
- (b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
- (c) 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;
- (d) 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;

- (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (f) 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
- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update

2.65 "Target Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing", section 2 "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
- (c) 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

2.66 "Target Social Rented

Housing Units

the 44 (forty four) units of Target Social Rented Housing forming part of the Development comprising 14 (fourteen) one-bedroom units, 9 (nine) two-bedroom units, 17 (seventeen) three-bedroom units and 4 (four) four-bedroom units, as shown coloured dark blue on Plan 2

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

This Agreement is made in pursuance of Section 106 of the Act, , and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and is a planning obligation for

the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Developer as provided herein and against any person deriving title to any part of the Property from the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.1 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.
- 3.2 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.
- 3.3 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 and 7 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 Developer upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.
- 3.9 The Council as the freehold proprietor with title absolute of the Property under Title Number NGL167278 shall not Implement or permit Implementation or the Planning Permission until the Developer acquires a freehold or leasehold interest in the Property pursuant to the Contract.

4. OBLIGATIONS OF THE DEVELOPER

The Developer hereby covenants with the Council as follows:-

4.1 SUPPLEMENTAL DEED

- 4.1.1 If the Developer shall acquire any freehold or leasehold interest in the Property pursuant to the Contract or otherwise to notify the Council and enter into and deliver to the Council the Supplemental Deed so as to bind and make such interests subject to the planning obligations and other provisions contained in this Agreement.
- 4.1.2 Unless otherwise agreed in writing by the Council not to Implement or permit Implementation until the Supplemental Deed has been completed and delivered to the Council.

4.2 CAR FREE DEVELOPMENT

- 4.2.1 To ensure that prior to Occupying any residential unit (being part of the Development) each new Occupier of the Development is informed by the Developer 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the Occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the Occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Developer for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 On or prior to the Occupation Date the Developer shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Developer's opinion are affected by the Developer's obligation in Clause 4.2.1 and 4.2.2 of this Agreement

4.3 AFFORDABLE HOUSING

4.3.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme AND FOR THE AVOIDANCE OF DOUBT the Intermediate Housing Scheme can subsequently be varied with the prior written approval of the Council.

4.3.2 Not to Implement nor permit Implementation of any Private Residential Unit within the Development until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.

4.3.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.3.4 To ensure that the Affordable Housing Units shall not be otherwise used, Occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Target Social Rented Housing for Occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing in accordance with the Intermediate Housing Scheme as the case may be.

4.3.5 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to the Registered Provider for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.3.3 hereof.

4.3.6 Subject to paragraph 4.3.7 below to ensure that the Affordable Housing Units are constructed, Occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need

of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.3.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units (except by way of mortgage) 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 provided that the restriction does not apply in the case of disposals to any occupier of an Affordable Housing Unit who is staircasing to 100% ownership of the Affordable Housing Unit or any occupier who is exercising their right to buy the Affordable Housing Unit pursuant to any scheme or Statute.

4.4 POTTERIES PATH

4.4.1 The Developer shall not proceed beyond Above Ground Floor Works until it has submitted to the Council for approval the Potteries Path Plan.

4.4.2 The Developer shall not proceed beyond Above Ground Floor Works until the Potteries Path Plan has been approved by the Council (as demonstrated by written notice to that effect).

4.4.3 The Developer shall lay and complete the Potteries Path in accordance with the Potteries Path Plan as approved prior to first Occupation of the Development and following the completion of the Potteries Path the Developer shall repair and maintain the Potteries Path in accordance with the Potteries Path Plan as approved.

4.4.4 The Developer shall not carry out the Development or Occupy or permit the Occupation of the Development other than in accordance with the Potteries Path Plan as approved and in the event of material non-compliance with this paragraph the Developer shall upon written request from the Council take any steps reasonably required by the Council to remedy such non-compliance.

4.4.5 The Potteries Path shall remain private land and shall not become public highway and to that end the Developer shall be entitled to require occasional temporary closure of the Potteries Path (not exceeding one day's length at any time in any calendar year or a longer period if agreed in writing beforehand with the Council for management and maintenance of the Potteries Path) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

4.5 PUBLIC OPEN SPACE CONTRIBUTION

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

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

4.6 PEDESTRIAN CYCLING AND PUBLIC REALM CONTRIBUTION

4.6.1 On or prior to the Demolition Date to pay to the Council the Pedestrian Cycling and Public Realm Contribution.

4.6.2 Not to Demolish or to permit Demolition until such time as the Council has received the Pedestrian Cycling and Public Realm Contribution.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.7.1 Prior to the Above Ground Floor Works to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.2 Not to continue beyond Above Ground Floor Works until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.7.3 On completion of the Development the Developer will submit a post-completion review to the Council in writing for approval such approval to confirm that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 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.
- 4.7.5 Following the Occupation Date the Developer shall Occupy the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Developer written notice of such non-compliance and the Developer 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.

4.8 SUSTAINABILITY PLAN

- 4.8.1 Prior to the Above Ground Floor Works to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to occupy nor permit occupation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 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.
- 4.8.4 Following the Occupation Date the Developer shall Occupy the Development in strict accordance with the requirements of the Sustainability Plan and in the event the Council identifies any material non-compliance it shall give the Developer written notice of such non-compliance and the Developer 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

4.9 EMPLOYMENT AND TRAINING PLAN

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

- 4.9.2 Not to Demolish or carry out Demolition or site clearance works until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan (unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld)) 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 Developer shall forthwith take any steps required to remedy such non-compliance.
- 4.9.4 To ensure that following the Occupation Date the Developer 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 (such agreement not to be unreasonably withheld)).

4.10 LOCAL EMPLOYMENT

- 4.10.1 In carrying out the works comprised in the Construction Phase of the Development the Developer shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden (unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld)).
- 4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.11.1 above the Developer 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 Construction Phase 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.
- 4.10.3 The Developer shall ensure that at all times during the Construction Phase no less than 13 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Kings Cross Construction Centre;

- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.
- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.10.4 The Developer shall ensure that during the Construction Phase of the Development no less than 16 work placements and/or work experience opportunities are provided at the Development.

4.10.5 Notwithstanding the provisions in clauses 4.11.3 and 4.11.4 (above) of this Agreement, during the Construction Phase the Developer shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.10.6 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full and not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.

4.10.7 If the Developer is unable to provide the apprentices in accordance with Clause 4.11.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.11 LOCAL PROCUREMENT

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

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

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

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

4.12 EMPLOYMENT AND TRAINING CONTRIBUTION

4.12.1 On or prior to the Demolition Date to pay to the Council the Employment and Training Contribution.

4.12.2 Not to Demolish or to permit Demolition until such time as the Council has received the Employment and Training Contribution

4.13 HIGHWAYS CONTRIBUTION

4.13.1 On or prior to the Demolition Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.13.2 Not to Demolish or to allow Demolition 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.

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

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

4.13.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Developer the amount of the difference.

4.14 CONSTRUCTION MANAGEMENT PLAN

4.14.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.14.2 Not to allow the Implementation Date until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.14.3 The Developer 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.

4.14.4 During the Construction Phase, the Developer shall at its own expense:

- (a) convene the Community Working Group from such persons (subject to a maximum of 12 people) as the Council shall nominate as having a direct interest

in the carrying out of the Development and or local residents associations, local business or business organizations and local schools;

- (b) procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Community Working Group and shall attend all meetings of the group;
- (c) appoint a person (the "**Liaison Officer**") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property;
- (d) give a minimum of seven days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group;
- (e) ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and **PROVIDED ALSO** that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides;
- (f) ensure that an accurate written minute is kept of each meeting of the Community Working Group recording discussion and any decisions taken by the Community Working Group (this to be circulated by the Developer to all members of the group within seven days of each meeting);
- (g) in the event of the majority of members of the Community Working Group (having particular regard to the Council's Considerate Constructor Manual) voting in favour of making a recommendation to the Developer in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) use Reasonable Endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Developer the Developer shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case; and
- (h) provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Developer having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the

Developer shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

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

4.15 DEMOLITION MANAGEMENT PLAN

4.15.1 On or prior to the Demolition Date to:

- (i) submit to the Council for approval a draft Demolition Management Plan;

4.15.2 Not to allow the Demolition Date until such time as the Council has:

- (i) approved the Demolition Management Plan as demonstrated by written notice to that effect.

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

4.15.4 During the Demolition, the Developer shall at its own expense:

- (a) convene the Community Working Group from such persons (subject to a maximum of 12 people) as the Council shall nominate as having a direct interest in the carrying out of the Development and or local residents associations, local business or business organizations and local schools;
- (b) procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Community Working Group and shall attend all meetings of the group;
- (c) appoint a person (the "**Liaison Officer**") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Demolition such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property;
- (d) give a minimum of seven days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group;
- (e) ensure that meetings of the Community Working Group shall take place every month during the Demolition (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to

request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and **PROVIDED ALSO** that if the Community Working Group decide to meet less frequently than is provided above during the Demolition, meetings of the working group shall be convened at such intervals as the Community Working Group decides;

- (f) ensure that an accurate written minute is kept of each meeting of the Community Working Group recording discussion and any decisions taken by the Community Working Group (this to be circulated by the Developer to all members of the group within seven days of each meeting);
- (g) in the event of the majority of members of the Community Working Group (having particular regard to the Council's Considerate Constructor Manual) voting in favour of making a recommendation to the Developer in respect of the management of the Demolition (each member of the group having one vote on any motion proposed) use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Developer the Developer shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case; and
- (h) provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Developer having control over the Demolition during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Demolition and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Developer shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

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

4.16 COMMERCIAL TRAVEL PLAN

4.16.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Commercial Travel Plan for approval; and
- (b) pay to the Council the Commercial Travel Plan Monitoring Contribution

4.16.2 Not to Occupy or permit Occupation of any part of the Development excluding the Private Residential Units and the Affordable Housing until such time as the Council has approved the Commercial Travel Plan as demonstrated by written notice to that effect and the Developer has paid the Commercial Travel Plan Monitoring Contribution to the Council.

4.16.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Commercial Travel 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.

4.17 RESIDENTIAL TRAVEL PLAN

4.17.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Residential Travel Plan for approval; and
- (b) pay to the Council the Residential Travel Plan Monitoring Contribution

4.17.2 Not to Occupy or permit Occupation of any Private Residential Unit or Affordable Housing until the Council has approved the Residential Travel Plan as demonstrated by written notice to that effect and the Developer has paid the Residential Travel Plan Monitoring Contribution to the Council.

4.17.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Residential Travel 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.

4.18 COMMUNITY SPACE

4.18.1 Prior to Implementation of the building or block containing the Community Space to submit to the Council for approval the Community Space Specification.

4.18.2 Not to occupy nor permit occupation of the Community Space until such time as the Council has approved the Community Space Specification as demonstrated by written notice to that effect.

4.18.3 The Developer shall as soon as practicable after the Implementation of the building or block containing the Community Space commence all works of construction and fitting out necessary to make the Community Space suitable for Occupation in accordance with the Community Space Specification and thereafter shall proceed with and complete such works in a good and workmanlike manner using good quality materials.

4.18.4 On or prior to the date on which the Community Space is practically complete the Developer shall submit the Community Space Management Plan to the Council for approval and the Community Space shall not be Occupied until such time as the Council has approved the Community Space Management Plan.

4.18.5 Following the date on which the Community Space is in Occupation the Developer shall ensure that it is retained in accordance with the Community Space Specification and managed in strict accordance with the Community Space Management Plan as approved by the Council unless agreed otherwise with the Council in writing.

4.18.6 In the event that the Developer is able to demonstrate to the Council's satisfaction (as confirmed by notice in writing) that:-

- (a) it is no longer possible to manage the Community Space in accordance with the Community Space Management plan; and
- (b) there is no longer any demand for the Community Space; and
- (c) the Community Space has remained vacant for a period of six months

then the Developer shall be entitled to apply for planning permission to convert the Community Space for use as affordable flexible employment floorspace (B1)

4.19 **SME BUSINESS SPACE**

4.19.1 Prior to Implementation of a building or block containing the SME Business Space the Developer will submit to the Council for approval the SME Business Space Marketing Strategy and the SME Business Space Requirements.

4.19.2 Not to occupy nor permit occupation of the SME Business Space until such time as the Council has approved the SME Business Space Marketing Strategy and the SME Business Space Requirements as demonstrated by written notice to that effect.

4.19.3 Following the approval of the SME Business Space Marketing Strategy the Developer shall market the SME Business Space in accordance with the SME Business Space Marketing Strategy.

4.19.4 As soon as practicable after the Implementation of the building or block containing the SME Business Space the Developer shall commence all works of construction and fitting out necessary to make the SME Business Space suitable for Occupation in accordance with the SME Business Space Marketing Strategy and the SME Business Space Requirements and thereafter shall proceed with and complete such works in a good and workmanlike manner using good quality materials in accordance with the SME Business Space Marketing Strategy and the SME Business Space Requirements.

4.19.5 The Developer shall not Occupy or permit Occupation of the SME Business Space until the Council has confirmed in writing that (i) the SME Business Space has been and is being marketed in accordance with the SME Business Space Marketing Strategy (ii) the SME Business Space has been laid out, constructed and fitted out in accordance with the SME Business Space Requirements; and (iii) the SME Business Space will be retained and managed in perpetuity as part of the Development in accordance with the SME Business Space Requirements (unless otherwise agreed in writing with the Council).

4.19.6 Following the date on which the SME Business Space is in Occupation the Developer shall ensure that it continues to be marketed in accordance with the SME Business Space Marketing Strategy and that it is retained in perpetuity in accordance with the SME Business Space Requirements (unless otherwise agreed in writing with the Council) and is managed in accordance with the SME Business Space Requirements as approved by the Council unless agreed otherwise with the Council in writing. In the event the Council identifies any material non-compliance with the SME Business Space Requirements it shall give the Developer written notice of such non-compliance and the Developer shall 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.

4.19.7 In the event that the Developer is able to demonstrate to the Council's satisfaction (as confirmed by notice in writing) that:-

- (a) it is not possible to manage the SME Business Space in accordance with the SME Business Space Marketing Strategy and SME Business Space Requirements; and
- (b) there is no longer any demand for the SME Business Space; and
- (c) the SME Business Space has remained vacant for a period of up to 6 months, despite having been actively marketed by the Developer throughout that period to the satisfaction of the Council

then the Developer shall be entitled to apply for planning permission to convert the SME Business Space to be used as affordable flexible employment floorspace (B1)

4.20 BUS SHELTER CONTRIBUTION

4.20.1 On or prior to the Implementation Date to pay to the Council the Bus Shelter Contribution.

4.20.2 Not to Implement or to permit Implementation until such time as the Council has received the Bus Shelter Contribution

4.21 PUBLIC OPEN SPACE AREA PLAN

4.21.1 On or prior to the Implementation Date to submit to the Council for approval the draft Public Open Space Area Plan.

4.21.2 Not to Occupy nor permit Occupation until such time as the Council has approved the Public Open Space Area Plan as demonstrated by written notice to that effect.

4.21.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Public Open Space Area 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 Public Open Space Area Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Developer shall give written notice to the Council on or prior to each of the Demolition Date and the Implementation Date specifying that Demolition or Implementation (as appropriate) has taken or is about to take place.

5.2 Within seven days following completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/6455/P the date upon which the Development is ready for Occupation.

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

5.4 The Developer agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein.

- 5.5 If satisfied as to the compliance of the Developer in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Developer 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 2015/6455/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Developer to the Council sending the full amount via electronic transfer (where practicable) The Developer 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 2015/6455/P. Electronic Transfer be made directly to the Co-operative Bank Plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account no. 61030019
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

X

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/6455/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 Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Developer 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 Developer nor its 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.
- 6.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop the Property in accordance with any other planning permission granted whether granted before or after the date of this Agreement.
- 6.10 The obligations contained in this Agreement shall not be binding on:
 - (i) an Essential Service Provider
 - (ii) individual owners and/or occupiers or their mortgagees of residential units within the Development and no owner or occupier or their mortgagees of a residential unit shall be liable for a breach of this Agreement SAVE THAT the covenants and obligations requiring the use of the residential units as "car free" housing (in accordance with clause 4.2 of this Agreement) and the covenants and obligations requiring the use of the and Affordable Housing Units as Affordable Housing (in accordance with clause 4.3 this Agreement) shall be binding upon individual owners and occupiers and their mortgagees, insofar as they relate to the residential unit(s) owned/occupied by that owner/occupier or their mortgagees
 - (ii) Occupiers of individual non-residential units within the Development or any persons renting or using any employment space within the Development EXCEPT (i) in each case where that person also has a legal interest in the

Property other than the individual unit they are Occupying and/or (ii) in each case for any obligations prohibiting Occupation of any part of the Property in which they have a legal interest other than the individual unit they are Occupying

7. MORTGAGEE EXEMPTION

7.1 Subject to the provisions of paragraph (i) – (ii) below the restrictions contained in Clause 4.3 hereof shall not be binding upon a mortgagee or chargee (or any receiver including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED that:

(i) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to ~~complete~~ the transfer of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

secure

(ii) If ~~such transfer had not completed~~ within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

another Registered Provider has not been found that is ready willing and able to take a transfer of the Affordable Housing

7.2 Pursuant to Clause 7.1(i) of this Agreement service of any such notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2015/6455/P for the notice to be properly served:-

- (a) The Chief Executive;
- (b) The Assistant Director Regeneration and Planning;
- (c) The Planning Obligations Monitoring Officer; and
- (d) The Head of Legal Services.

7.3 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-

- (i) exercises a right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or the Housing and Regeneration Act 1998 (or any statutory successor amendments enactments or replacement or any other right to buy scheme thereto); or
- (ii) has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),

shall be released from the obligations of Clause 4.3.

8. **RECOVERY**

8.1 In the event that any contribution or part thereof has not been spent or has not been committed for expenditure 5 (five) years after payment to the Council the Council covenants to return the unexpended or uncommitted contribution or part thereof to the Developer within 15 Working Days.

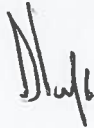
9. **RIGHTS OF THIRD PARTIES**

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

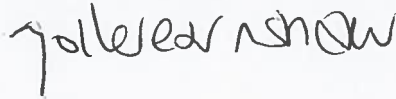
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Developer has executed this instrument as their Deed the day and year first before written

Executed as a Deed by
affixation of the Common Seal of
A2DOMINION DEVELOPMENTS LIMITED
in the presence of

Director / Secretary



Secretary



2017-18269

The Common Seal of **THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN** was hereunto
affixed by Order



Authorised Signatory



THE FIRST SCHEDULE

DATED _____ **2017**

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN; and

(2) A2DOMINION DEVELOPMENTS LIMITED

SUPPLEMENTAL DEED

pursuant to Section 106 of the Town and Country Planning Act
1990 relating to land at 156 West End Lane, London NW9

THIS SUPPLEMENTAL DEED executed as a Deed the day of 2017

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of the Town Hall Judd Street London WC1H 9LP ("the Council"); and
- (2) **A2DOMINION DEVELOPMENTS LIMITED** (Co. Regn. No. 05585321) whose registered office is at The Point, 37 North Wharf Road, London W2 1BD ("the Developer")

WHEREAS:-

- (A) The Council is the local planning authority for the area in which the Property is situated and by whom the obligations contained in this Supplemental Deed are enforceable.
- (B) On [] 2017 the parties hereto entered into the Principal Deed.
- (C) By virtue of the conditional purchase agreement dated 20 November 2015, the Developer has an equitable interest in the Site and is entitled to purchase the Site and to proceed to carry out the Development.
- (D) This Supplemental Deed is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Deed are binding on the Interest for the purposes of section 106 of the Act.

OPERATIVE PROVISIONS

1. { TC "0 INTERPRETATION" \11 }INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Supplemental Deed the following words and expressions have the meanings assigned:-

"Interest" means the freehold interest (or part of the freehold interest) in the Property as transferred to the Developer pursuant to the conditional purchase agreement;

"Principal Deed" means the agreement dated [] 2017 between the Mayor and Burgesses of the London Borough of Camden and A2Dominion Developments Limited And entered into pursuant to section 106 of the Act.

2. OPERATION OF THIS SUPPLEMENTAL DEED

- 2.1 This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act.
- 2.2 The obligations, covenants and undertakings contained in this Supplemental Deed given to the Council are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council for the area within which the Interest is situated.
- 2.3 The Developer agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Developer to the Council shall be

binding on the Interest pursuant to Section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to clause 4.1, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Developer but also against any successors in title to or assignees of the Developer and any person claiming through or under it an interest or estate in the Interest as if the Developer had been an original covenanting party in respect of the Interest when the Principal Deed was entered into.

2.4 The Council covenants with the Developer in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.

3. LOCAL LAND CHARGE

3.1 This Supplemental Deed is a local land charge and shall be registered as such.

4. RELEASE

4.1 The Developer will upon disposing of the whole or part of the Interest be released from all obligations and covenants under this Supplemental Deed in relation to the Interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

The COMMON SEAL of **THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN** was hereunto
affixed by Order

Authorised Signatory

EXECUTED as a DEED by
affixation of the Common Seal of
A2DOMINION DEVELOPMENTS LIMITED
in the presence of

Director / Secretary

Secretary

THE SECOND SCHEDULE

Pro Forma

Construction Management Plan

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

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

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

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

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

THE THIRD SCHEDULE
LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Developer 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 Developer, main contractor and subcontractors.

The Council will seek to ensure that the Developer 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 Developers 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 Developer, their main contractor and subcontractors.

Facilities Management

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

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

THE FOURTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

In drawing up the Travel Plan ("the Plan) the Developer shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;

- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with occupiers

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

3. User Consultation and Travel Surveys

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

4. Implementation

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

5. Monitor and Review

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

THE FIFTH SCHEDULE

THE PUBLIC OPEN SPACE AREA PLAN TERMS

The terms on which the Public Open Space Area shall be owned, managed and used shall be as follows:

- (a) It will be owned, managed and maintained by the Owner of the Development. There will be no cost to be borne by the Council for maintenance of the Public Open Space Area. It will be kept clean and drained and, if appropriate, lit.
- (b) It will be a facility for the benefit of those in the wider community, both residents and workforce.
- (c) The Public Open Space Area will be open from dawn to dusk every day including weekends and holidays.
- (d) It will never be closed for any private function.
- (e) It may be closed as necessary for essential maintenance or to ensure public safety.
- (f) The planting will be kept in good order and properly maintained and replaced where necessary.
- (g) The landscaping will include some provision of seating.
- (h) If desirable, reasonable rules may be imposed and revised from time to time by the owner to regulate the use of the Public Open Space Area so long as none of them are inconsistent with the objectives set out in the remaining paragraphs. These may be established under a "walkways" arrangement.
- (i) Persons behaving in a disorderly or antisocial manner may be asked to leave. This will include anyone playing a musical instrument without authorisation or broadcasting music, or anyone begging.
- (j) The Public Open Space Area is to be provided in accordance with the Public Open Space Area Plan for the lifetime of the Development.

**THE SIXTH SCHEDULE
PLANS**