

DATED 29<sup>th</sup> September 2017

**(1) FAIRVIEW VENTURES LIMITED**

and

**(2) LLOYDS BANK PLC**

and

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

**A G R E E M E N T**  
relating to land known as

**1 - 6 Centric Close, London, NW1 7EP**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

**Section 278 of the Highways Act 1980**

**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**

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**CLS/COM/PM/1800.208**

**2016/6891/P**

**FINAL 260917**



THIS AGREEMENT is made the 29<sup>th</sup> day of September 2017

**BETWEEN:**

- i. **FAIRVIEW VENTURES LIMITED** (Company Registration Number 04284802) of 50 Lancaster Road, Enfield EN2 0BY (hereinafter called "the Owner") of the first part
- ii. **LLOYDS BANK PLC** (Company Registration Number 02019697) of 25 Gresham Street, London EC2V 7HN (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL396644 subject to a charge in favour of the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14th December 2016 and the Council resolved to grant permission conditionally under reference number 2016/6891/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes 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 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered on Title Number NGL396644 and dated 20th January 2017 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

## 2. DEFINITIONS

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

- 2.1 "Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low-cost Social Rented Housing and Intermediate Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Units" the 16 Social Rented Housing Units and the 11 Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "Affordable Housing Deferred Contribution" the sum of £3.6 million pounds to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.5 "Affordable Rent" an affordable rental level for Occupiers of the Affordable Workspace to be proposed by the Owner for approval in writing to the Council and all times to be:
- i. at a 50% discount on local market rents for a commensurate

		workspace in B1(a) use;
		ii. in accordance with an approved methodology (to be agreed by the Council in writing) for calculating the proposed rental levels for the Affordable Workspace; and
		iii. calculated afresh by the Owner prior to any new tenant entering into a tenancy agreement for the Affordable Workspace (or a part thereof).
2.6	"Affordable Workspace"	the subsidised workspace in B1(a) Use Class comprising a minimum of 244m <sup>2</sup> within the SME workspace area shown edged in green on the plans attached at Appendix 4
2.7	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.8	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been practically completed
2.9	"Challenge"	the Planning Permission being the subject of any judicial review proceedings or an application lodged for permission to apply for judicial review
2.10	"Chargee"	a mortgagee or chargee (and successors in title) of the Registered Provider of the Affordable Housing Units or any receiver or manager (including administrative receiver) appointed by such Chargee or any person deriving title from such Chargee in possession

		pursuant to the Law of Property Act 1925 or otherwise
2.11	"Construction Apprentice Default Contribution"	the sum of £7,500 per construction apprentice (for each of the six apprentices) required on site to be paid by the Owner to the Council in lieu of construction apprentice provision pursuant to Clause 4.8.7
2.12	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice (for each of the six apprentices) required to be employed by the Owner to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice.
2.13	"Construction Implementation"	<p>the implementation of the Development by the carrying out of a material operation as defined in section 56 of the Act PROVIDED THAT for the purposes of this Agreement none of the following shall constitute a material operation:</p> <ul style="list-style-type: none"> <li>(i) archaeological or site inspections;</li> <li>(ii) site or soil surveys;</li> <li>(iii) decontamination works;</li> <li>(iv) ground investigations;</li> <li>(v) site clearance and site preparation;</li> <li>(vi) Demolition</li> </ul> <p>and references to "Implementation of Construction" and "Implement Construction" shall be construed accordingly</p>

2.14 "Construction Implementation Date" the date on which Construction Implementation occurs

2.15 "Construction Management Plan" a plan setting out the measures that the Owner will adopt prior to the Demolition of the Existing Buildings and thereafter during the Implementation of 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 First Schedule hereto to ensure that the Demolition and 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):-

(vii) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of any existing buildings and / or structures on the Property and the building out of the Development;

(ii) amelioration and monitoring effects of the Development on the health and amenity of site construction workers, local residences, local businesses and adjoining developments undergoing construction (if any);

- (viii) 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);
- (ix) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (x) 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

2.16 "Construction Management Plan Implementation Support Contribution"

the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council 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 Demolition and Construction Phase

2.17 "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



2.18 "CHP Air Quality Assessment"

an assessment undertaken by the Owner 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 NO<sub>2</sub> 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 NO<sub>2</sub>

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.

2.19 "Deficit"

a negative figure or figure of zero produced from the Post Implementation Viability Assessment by taking the residual site value of the Development and subtracting the sum of £8,950,000 (the existing land value benchmark figure)

2.20 "Demolition"

means carrying out of any material operations as defined in Section 56(4)(aa) of the Act in connection with the demolition of the Existing Buildings and "Demolish" shall be construed accordingly

2.21 "Demolition and Construction Phase"

the whole of the period commencing on the Demolition Implementation Date and ending on the date on which the Certificate of Practical Completion is issued

2.22 "Demolition Implementation Date"

means the date of commencement of Demolition to the Existing Buildings and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly

2.23 "Development"

Demolition of existing buildings (Class B1(c) & B8) and the erection of a part 4, part 5, part 6 and part 7 storey building comprising 1,219 sqm of commercial floorspace (Use Class B1) at basement and ground floor levels and 76 residential units (28 x 1-bed; 35 x 2-bed and 13 x 3-bed) (Class C3) including disabled car

parking, landscaped courtyard and communal amenity areas as shown on

16041_A_(P00)_001	rev	P01;
16041_A_(P00)_002	rev	P01;
041_A_(P00)_003	rev	P01;
16041_A_(P00)_004	rev	P01;
16041_A_(P00)_005	rev	P01;
16041_A_(P00)_006	rev	P01;
16041_A_(P00)_007		rev
P01;16041_A_(P00)_008	rev	P01;
16041_A_(P00)_009		rev
P01;16041_A_(P00)_010	rev	P01;
16041_A_(P00)_100	rev	P01;
16041_A_(P00)_101		rev
P03;16041_A_(P00)_102	rev	P02;
16041_A_(P00)_103	rev	P02;
16041_A_(P00)_104	rev	P02;
16041_A_(P00)_105	rev	P02;
16041_A_(P00)_106		rev
P02;16041_A_(P00)_107	rev	P02;
16041_A_(P00)_108	rev	P02;
16041_A_(P00)_150	rev	P01;
16041_A_(P00)_151	rev	P01;
16041_A_(P00)_152		rev
P01;16041_A_(P00)_210	rev	P01;
16041_A_(P00)_211		rev
P01;16041_A_(P00)_220	rev	P01;
16041_A_(P00)_221	rev	P01;
16041_A_(P00)_222		rev
P01;16041_A_(P00)_223	rev	P01;
16041_A_(P00)_300	rev	P01;
16041_A_(P00)_301	rev	P01;
16041_A_(P00)_302	rev	P01;
16041_A_(P00)_310		rev
P01;16041_A_(P00)_311	rev	P01;
16041_A_(P00)_312	rev	P01; EXA-1643PL-

103; EXA-1643-PL-101; EXA-1643-PL-102; EXA-1643-PL-101; EXA-1643PL-201; EXA-1643-PL-300; 9198/01; and 9198/02 REV A, Supporting Documents: Affordable Housing Assessment; Air Quality Impact Assessment; Archaeological Report; Arboricultural Report Rev A; Crime Impact Assessment; Construction Management Plan; Daylight and Sunlight Report; Delivery and Servicing Plan; Design & Access Statement; Foul, Surface Water & SUDs Strategy (FNH425/DS/01); Drainage Pro-forma; Ecology Report; Employment Floorspace Report; Employment Addendum Response; Energy Statement; Geo-environmental & Geotechnical Report; Heritage Impact Assessment; Noise and Vibration Assessment; Planning Statement; Draft Heads of Terms; Site Waste Management Plan; Sustainability Statement; Townscape and Visual Assessment; Transport Assessment; Overheating Analysis Report; Basement Impact Assessment; and Travel Plan.

2.24 "Employment and Training Plan (Construction Phase)"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development during the Demolition and Construction Phase, such plan shall include provisions to ensure the obligations in clauses 4.5, 4.8 and 4.9 of this Agreement through but not limited to the following:

1. 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;

2. use reasonable endeavours to reach a 20% local employment target during the Demolition and Construction Phase;
3. to ensure the provision of six construction apprentices;
4. make provision during the Demolition and Construction Phase for no less than 11 work placements;
5. ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support Small and Medium Sized 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;
6. commit to following the Local Procurement Code

2.25 "Employment and Training Plan (Operational Phase)"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.5 and 4.9 of this Agreement through (but not be limited to) the following:-

1. to use reasonable endeavours to reach a 20% local employment target

during the Operational Phase;

2. ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support Small and Medium Sized 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;
3. commit to follow the Local Procurement Code

2.26 "Energy Efficiency and Renewable Energy Plan"

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

- (a) the incorporation of the measures set out in the submission document entitled Energy Statement and dated 10 January 2017 by Low Energy Consultancy Limited to achieve a 35.2% reduction in CO2 emissions beyond the Part L 2013 baseline;
- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in

carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) 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) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:

- safeguarded space for a future heat exchanger;
- provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
- the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
- provision of contact details of the person(s) responsible for the Development's energy provision for the purpose of engagement over future connection to a network.

- (i) include a pre-Construction Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage – (Standard Assessment Procedure (SAP) 2012) (for residential) and National Calculation Method (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;

- (j) 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
- (k) 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

2.27 "Existing Buildings"

the six buildings found at the Property as at the date of this Agreement

2.28 "Highways Contribution"

the sum of £6,032 (six thousand and thirty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to comprise only the following ("the Highways Works"):-

- (a) repair and repaving of the public highways caused by constructions works undertaken in the construction of the Development and reinstate affected road and footway surfaces;
- (b) any other works the Council acting reasonably requires as a direct result of undertaking the works referred to in (a) above.

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

2.29 "Intermediate Rented Housing"

Affordable Housing available for rent above target rents but substantially below open market levels occupied on the following basis:-

- (a) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Mayor of London document entitled:

Homes for Londoners - Affordable Homes Programme 2016-21 Funding Guidance;

- (b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (c) provides housing where the annual housing costs for each Intermediate Housing Unit (including rent and service charge) shall:-
  - (i) be affordable to rent to individuals who are on household incomes of £40,000 per annum (on average across ALL Intermediate Housing Units in the Development) so that these households are paying no more than 30% of their gross income on rent and service charge (with annual rent increases not to exceed the interest in the Consumer Price Index +1% from the date of letting);
  - (ii) be provided on the basis that the gross total rent shall not exceed £230 per week on average across all of the Intermediate Housing Units in

the Development (with annual rent increases not to exceed the interest in the Consumer Price Index +1% annually from the date of letting);

- (iii) not exceed rents for self-contained market homes with the same number of bedrooms and the same floor area available in any part of the London Borough of Camden
- (iv) have regard to such caps on overall benefits that the Government may introduce;
- (v) in the first instance be marketed to people who are registered on the Council's Intermediate Housing Register of Interest and in line with the Council's Priority Matrix for Intermediate Housing

2.30 "Intermediate Housing Units"

the 11 units of Intermediate Rented Housing forming part of the Development comprising 5 studio apartments and six (6) 1-bedroom units the same as shown edged yellow on plans attached at Appendix 2

2.31 "King's Cross Construction Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

- 2.32 "Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.33 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.34 "Market Housing Units" the 49 residential units in the Development which are not Affordable Housing Units
- 2.35 "Market Rent" a rental level for a B1(a) Use Class workspace to be used by the Owner to calculate the Affordable Rent for the Affordable Workspace and such rental rate to be reviewed and approved by the Council in writing.
- 2.36 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.37 "Operational Phase" the period following the date of issue of the Certificate of Practical Completion
- 2.38 "Parties" mean the Council the Mortgagee and the Owner
- 2.39 "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
- 2.40 "Planning Permission" a planning permission granted for the Development substantially in the draft form

attached at Appendix 6

2.41 "Post Implementation Viability Assessment"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be presented in Argus Developer or the GLA Affordable Housing Toolkit or such other form as agreed by the Council in writing;
- (b) be accompanied by details of all assumptions and capable of being fully interrogated so that the assumptions can be tested and varied;
- (c) be based on a 6% percent developer's return on the gross development value of the Affordable Housing Units and a 20% percent developer's return on the gross development value of the remaining residential units and a 20% percent developer's return on the gross development value of the commercial floorspace or such alternative percentages as agreed by the Council in writing; and
- (d) generate a residual site value

and such assessment shall include to the Council's reasonable satisfaction such evidence to justify the residual site value of the Development and such evidence shall include (but not be limited to) the following:-

- (e) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development;
- (f) a solicitors certification confirming the sales of the sold residential units forming part of the Development were arm's length third party bona fide transactions and not:-
  - (i) designed to reduce the revenue received from sales of the residential units forming part of the Development;
  - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
  - (iii) transactions between the Owner and its employees; or
  - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (g) payment of £5,000 to cover the Council's costs in verifying the material and information contained

- within the assessment;
- (h) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (i) any further information the Council acting reasonably requires
- 2.42 "Project Architect" means EHW Architects of 10 Margaret Street. London W1W 8RL
- 2.43 "Property" the land known as 1 to 6 Centric Close, London, NW1 7EP the same as shown edged with a broken red line on the plan attached at Appendix 1
- 2.44 "Protected Tenant" any tenant who:
- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right in respect of a particular Affordable Housing Unit
- 2.45 "Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.46 "Public Open Space Contribution" the sum of £101,338 (one hundred and one thousand three hundred and thirty eight pounds) to be paid by Owner to the Council in



accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the 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

- 2.47 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's Approved Strategic Partner List
- 2.48 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.49 "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
- 2.50 "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
- 2.51 "Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development during the Operational Phase securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing

and deliveries and such plan shall include, but is not limited to the following:

- (a) a requirement for delivery vehicles to unload from a specific suitably located area and provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with drawings submitted and agreed with the Council;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts and to reduce servicing and minimise the demand for servicing;
- (d) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; and
- (e) details of arrangements for refuse storage and servicing
- (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

2.52 "Social Rented Housing"

affordable units for which guideline target rents are determined through the national rent regime and are available for rent in perpetuity such that;

- (a) the total cost of rent and service management charges meets targets for social rented housing as set by the Regulator from time to time;
- (b) these are consistent with the Council's Supplementary Planning document 'Affordable Housing and Housing in mixed-use developments' and the requirements of the London Plan in relation to social rented housing;
- (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.

2.53 "Social Rented Housing Units"

the 16 units of Social Rented Housing forming part of the Development comprising four 1-bedroom units, four 2-bedroom units and eight 3-bedroom units the same as shown edged orange on the plans attached at Appendix 3

2.54 "Sub Structure Works"

means:

- (a) where the part of the Development includes the construction of a basement, those works up to and

including the basement slab; and

- (b) where the part of the Development does not include the construction of a basement, those works up to and including the ground floor slab

2.55 "Surplus"

a positive figure produced from the Post Implementation Viability Assessment by taking the residual site value of the Development and subtracting the sum of £8,950,000 (the existing land value benchmark figure)

2.56 "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 Energy Statement dated 10 January 2017 by Low Energy Consultancy Limited and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
- (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 commercial units of the Property with a target of achieving an Excellent 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-Construction 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 as required from time to time

2.57 "Small and Medium Sized Enterprises" or "SME"

means enterprises partnerships or companies who employ 250 or less staff

2.58 "SME Workspace"

the area of 1,219 sqm commercial floorspace in B1(a) Use Class (incorporating the Affordable Workspace) for use by SME as shown edged green on the plans attached at Appendix 4

2.59 "SME Workspace Plan"

a plan setting out the measures that the Owner will adopt to ensure that the SME Workspace remains flexible so as to be suitable and affordable for small and medium sized enterprises including (but not limited to):

- (a) the space to be offered on flexible tenancy/membership/licence terms
- (b) a requirement for the Affordable Workspace to be offered for rent to occupiers at 50% below Market Rent and such rent to be agreed with the Council in writing;

- (c) the SME Workspace shall comprise range of unit space sizes, open and/or flexible spaces that can be expanded or contracted to suit the changing needs of occupiers;
- (d) the ratio of any service or other charges applied to the Affordable Workspace and the Affordable Workspace rent should be less than or equal to the ratio of any service or other charges applied to the SME Workspace and the SME Workspace rent; and,
- (e) 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

2.60 "SME Workspace Marketing Plan"

a detailed marketing plan to be prepared by the Owner and implemented following approval by the Council, setting out proposals for facilitating the occupation of the space by SMEs including (but not limited to):

- (a) the marketing particulars and specification of the SME Workspace (and the Affordable Workspace) and the rents to be offered;
- (b) details of how and where the SME Workspace will be marketed;
- (c) measures to ensure that the Affordable Workspace is marketed to Small and Medium Sized Enterprises

in the local area and to include a specific strategy to promote the Affordable Workspace through local business channels and networks such as Business Improvement Districts in the Borough; and

- (d) 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

2.61 "Travel Plan Monitoring Contribution"

the sum of £3,122 (three thousand one hundred and twenty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the review and approval of the Travel Plan over a six year period from the date of first Occupation of the Development

2.62 "Travel Plan Co-ordinator"

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

2.63 "Travel Plan"

a plan setting out a package of measures to be adopted by the Owner 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 Third 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 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

2.64 "Wheelchair Accessible Units"

means the 2 (two) Affordable Housing Units and 6 (six) Market Housing Units with associated disabled car parking spaces to be delivered as part of the Development that meet the minimum requirements of Part M4(3) of the Building Regulations 2010 and as shown outlined in purple on the plan attached at Appendix 5

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid and 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 shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner on the Demolition 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 4.4 for all relevant purposes.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner covenants to the following obligations:

##### **4.1 AFFORDABLE HOUSING**

4.1.1 Prior to the Implementation of Demolition to seek the Council's written approval of the Registered Provider.

4.1.2 Not to Implement Demolition nor permit the Implementation of Demolition until such time as the Council has approved the Registered Provider.

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

4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Intermediate Rented Housing or Social Rented Housing.

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

(i) the works of construction and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of clause 4.1.3 hereof; and

(ii) the completed Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years.

4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing 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 and the Mayor of London (or successor bodies) or the Council from time to time.

4.1.7 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

#### **4.2 AFFORDABLE HOUSING DEFERRED CONTRIBUTION**

4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement, the Owner may at any time following Implementation of Demolition pay the Council the Affordable Housing Deferred Contribution in full

4.2.2 Within 28 days of completion of the Sub Structure Works the Owner shall inform the Council in writing of the completion date by issuing a "Notice of Structural Completion Date"

4.2.3 Within 28 days of receipt of the receipt of the "Notice of Structural Completion Date" the Council shall inform the Owner whether a Post Implementation Viability Assessment is required

4.2.4 Subject to Clause 4.2.5 where the Council is satisfied that all Sub Structure Works have been completed within 18 calendar months of the date of the Planning Permission the Council shall notify the Owner that no Post Implementation Viability Assessment is required

4.2.5 If there is a Challenge the 18 month period referred to in Clause 4.2.4 shall be extended by a period of time which is commensurate to the period of time commencing on the date the Council is served with proceedings relating to the Challenge and ending on the date on which the legal proceedings relating to the Challenge are finally disposed of.

- 4.2.6 In the event that the Council notifies the Owner that no Post Implementation Viability Assessment is required the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.2.7 Where the Council considers that all Sub Structure Works have been completed later than the date 18 calendar months after the date of the Planning Permission the Council shall issue a "Viability Requirement Notice" stating that a Post Implementation Viability Assessment (which shall be upwards only allowing for additional contribution) shall be submitted by the Owner.
- 4.2.8 To submit the Post Implementation Viability Assessment to the Council for approval in writing either:-
- (a) on the date of issue of the Notice of Structural Completion Date; or
  - (b) within 28 days of receipt of a Viability Requirement Notice.
- 4.2.9 Where a Viability Requirement Notice has been issued the Owner shall not complete on the sale of more than 25 Market Housing Units until such time as the Post Implementation Viability Assessment has been submitted to the Council for approval in writing.
- 4.2.10 Upon the issue of the approval of the Post Implementation Viability Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post Implementation Viability Assessment; and
  - (b) a certificate specifying the sum ("the Viability Certified Sum") payable by the Owner pursuant to either Clause 4.2.12, 4.2.13 or 4.2.14.
- 4.2.11 If the Assessment Certified Sum exceeds the payment made under clause 2.41(g) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.12 In the event the approved Post Implementation Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.

4.2.13 In the event the Post Implementation Viability Assessment shows a Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution.

4.2.14 In the event the Post Implementation Viability Assessment shows a Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.

4.2.15 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum

4.2.16 Not to Occupy or permit Occupation of any more than 30 Market Housing Units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

### **4.3 CAR FREE**

4.3.1 To ensure that prior to Occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (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.

4.3.2 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).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clauses 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

#### **4.4 CONSTRUCTION MANAGEMENT PLAN**

4.4.1 On or prior to the Demolition Implementation Date:

4.4.1.1 to pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

4.4.1.2 submit to the Council for approval a draft Construction Management Plan.

4.4.2 Not to Implement Demolition nor allow the Implementation of Demolition of the Development until such time as the Council has:

4.4.2.1 received the Construction Management Plan Implementation Support Contribution in full; and

4.4.2.2 approved the Construction Management Plan as demonstrated by written notice to that effect.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition and 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.

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

#### **4.5 EMPLOYMENT AND TRAINING PLANS**

- 4.5.1 On or prior to the Demolition Implementation Date to submit to the Council for approval the Employment and Training Plan (Construction Phase).
- 4.5.2 Not to Implement Demolition nor permit the Implementation of Demolition until such time as the Council has approved the Employment and Training Plan (Construction Phase) as demonstrated by written notice to that effect.
- 4.5.3 To ensure that throughout the Demolition and Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Employment and Training Plan (Construction Phase) and not to permit the carrying out of any works comprised in the Demolition and Construction Phase of the Development at any time when the requirements of the approved Employment and Training Plan (Construction Phase) are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.5.4 Prior to Occupation to submit to the Council for approval the Employment and Training Plan (Operational Phase).
- 4.5.5 Not to Occupy nor permit Occupation until such time as the Council has approved the Employment and Training Plan (Operational Phase) as demonstrated by written notice to that effect.
- 4.5.6 To ensure that throughout the Operational Phase the Development shall not be managed otherwise than in strict accordance with the requirements of the approved Employment and Training Plan (Operational Phase) and not to permit the operation of the Development when the requirements of the approved Employment and Training Plan (Operational Phase) are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

**4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.6.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.6.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.



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

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

#### **4.7 HIGHWAYS CONTRIBUTION**

4.7.1 On or prior to the Demolition Implementation Date to pay to the Council the Highways Contribution in full.

4.7.2 Not to Implement Demolition until such time as the Council has received the Highways Contribution in full.

4.7.3 On or prior to Construction Implementation to submit to the Council the Level Plans for approval.

4.7.4 Not to Implement Construction or to allow Implementation of Construction until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

4.7.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

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

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

#### **4.8 LOCAL EMPLOYMENT**

4.8.1 The Owner shall work in partnership with the King's Cross Construction Centre and take the following specific measures during the Demolition and Construction Phase to ensure:-

- (a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- (b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Demolition and Construction Phase of the Development to the King's Cross Construction Centre;
- (c) 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;
- (d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (e) 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 Demolition and Construction Phase.

4.8.2 The Owner shall ensure that at all times either during the Demolition and Construction Phase achieve a target of no less than six 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.

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

4.8.4 Notwithstanding the provisions in clauses 4.8.2 and 4.8.3 (above) of this Agreement, during the Demolition and Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.8.5 On or prior to the Demolition Implementation Date to pay the Council the Apprentice Support Contribution in full

4.8.6 Not to Implement Demolition or permit Implementation of Demolition until such time as the Apprentice Support Contribution has been paid to the Council in full.

4.8.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.2 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 Implement Demolition or permit the Implementation of Demolition until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

#### **4.9 LOCAL PROCUREMENT**

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

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

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

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

#### **4.10 PROJECT ARCHITECT**

4.10.1 Unless otherwise agreed in writing by the Council the Owner agrees not to:

4.10.1.1 submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Project Architect;

4.10.1.2 Implement Demolition or continue the Demolition and Construction Phase (as the case may be) of the Development at any time when the Project Architect is not employed by the Owner as project architect of the Development;

4.10.2 Unless otherwise agreed in writing by the Council the Owner agrees not to Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from the Project Architect that the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

4.10.3 In the event that Owner is required to change the retained Project Architect then the Owner shall submit to the Council details of suitably qualified architect with suitable experience of delivering high density quality developments for approval in writing and not to Implement Demolition or permit Implementation of Demolition or continue the

Demolition and Construction Phase (as applicable) of the Development until confirmation has been received in writing.

#### **4.11 PUBLIC OPEN SPACE CONTRIBUTION**

4.11.1 The Owner covenants with the Council on or prior to the Demolition Implementation Date to pay to the Council the Public Open Space Contribution.

4.11.2 The Owner hereby covenants with the Council not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Public Open Space Contribution.

#### **4.12 SERVICE MANAGEMENT PLAN**

4.12.1 On or prior to Occupation to submit to the Council for approval the Service Management Plan.

4.12.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.12.3 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 Service Management 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 Service Management Plan.

#### **4.13 SME WORKSPACE PLAN**

4.13.1 On or prior to the Construction Implementation Date to submit to the Council for approval the SME Workspace Plan.

4.13.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved in writing the SME Workspace Plan.

4.13.3 As soon as practicable after the Construction Implementation Date the Owner shall commence all works of construction and fitting out necessary to make the SME

Workspace suitable for Occupation in accordance with the SME Workspace Plan (unless otherwise agreed in writing with the Council).

4.13.4 No less than six months prior to the proposed date of Occupation of the SME Workspace to submit to the Council for approval the SME Workspace Marketing Plan.

4.13.5 Following the approval of the SME Workspace Marketing Plan the Owner shall market the SME Workspace in accordance with the SME Workspace Marketing Plan (unless otherwise agreed in writing with the Council).

4.13.6 The Owner shall not Occupy or permit Occupation of the SME Workspace until the Council has confirmed in writing that:

4.13.6.1 the SME Workspace Marketing Plan has been approved; and

4.13.6.2 the SME Workspace has been laid out, constructed and fitted out in accordance with the SME Workspace Plan.

4.13.7 Following the date on which the SME Workspace is in Occupation the Owner shall ensure that the SME Workspace continues to be marketed in accordance with the SME Workspace Marketing Plan and that the SME Workspace is retained in perpetuity and is managed at all times in strict accordance with the SME Workspace Plan as approved by the Council unless agreed otherwise with the Council in writing.

4.13.8 In the event the Council identifies any material non-compliance with the SME Workspace Plan 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 Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.13.9 The Owner shall:

4.13.9.1 operate the SME Workspace in accordance with the SME Workspace Plan unless otherwise agreed in writing with the Council;

4.13.9.2 market any vacancies arising following Occupation of the SME Workspace in accordance with the SME Workspace Marketing Plan unless otherwise agreed in writing with the Council;

4.13.9.3 retain the Affordable Workspace in perpetuity unless otherwise agreed in writing with the Council.

4.13.9.4 submit information to the Council on an annual basis (or at such other time that a Council makes a reasonable request in writing) specifying the floor area and extent of floorspace (shown on an appropriate plan) along with details of the rental levels paid and the individual tenants Occupying the Affordable Workspace during the preceding 12 month period.

#### **4.14 SUSTAINABILITY PLAN**

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

4.14.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.14.3 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.

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

#### **4.15 TRAVEL PLAN**

4.15.1 On or prior to the Demolition Implementation Date to pay to the Council the Travel Plan Monitoring Contribution.

4.15.2 Not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Travel Plan Monitoring Contribution in full.

4.15.3 On or prior to the Occupation Date to:-

4.15.3.1 submit to the Council the Travel Plan for approval; and

4.15.3.2 appoint the Travel Plan Co-ordinator.

4.15.4 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has:

4.15.4.1 approved the Travel Plan as demonstrated by written notice to that effect;

4.15.4.2 been notified of the appointment and contact details of the Travel Plan co-ordinator.

4.15.5 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.15.6 The Owner shall notify the Council of any changes to the Travel Plan Co-ordinator in writing.

#### **4.16 WHEELCHAIR ACCESSIBLE ACCOMMODATION**

4.16.1 To provide the Wheelchair Accessible Units as part of the Development.

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

5.1 The Owner shall give written notice to the Council prior to the Demolition Implementation Date and the Construction Implementation Date specifying that Demolition Implementation or Construction Implementation is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/6891/P the date upon which the Development is ready for Occupation.

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



- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/6891/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/6891/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

X

- 5.10 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.
- 5.11 Unless expressly stated otherwise where under this Agreement any approval or consent, certificate, direction, authority, agreement, action, expression of satisfaction or response is required to be given by or reached or taken by any Party or any response is requested by any such approval or consent, certificate, direction, authority, agreement, action, expression of satisfaction, or response, it will not be unreasonable or unreasonably withheld or delayed and the Parties will act reasonably at all times.

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

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

quoting the Planning Permission reference number 2016/6891/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of this Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon any Chargee PROVIDED THAT the following conditions have been satisfied:

- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or it defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units shall give notice to the Council of its intention to dispose ("the Default Notice").
- (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- (iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee who has obtained title to the Affordable Housing Units after the procedure set out in sub clause 6.9(ii) above has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2016/6891/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and

(e) The Head of Legal Services.

6.11 The obligations in Clause 4.1 of this Agreement shall not binding on or enforceable against any Protected 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 exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto)

6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the central or north sub-region as defined by the London Plan 2011 (or successor documents).

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

9.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

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

EXECUTED AS A DEED BY )  
FAIRVIEW VENTURES LIMITED )  
in the presence of: )



.....  
Witness Signature



Witness Name

F. WILDERS

Address

1007 TOWER POINT, ENFIELD, EN26SY

Occupation

TOWN PLANNER.

.....  
EXECUTED AS A DEED BY )  
LLOYDS BANK PLC )  
in the presence of: )



.....  
Witness Signature



Witness Name

EDWARD TAN

Address

25 GRESHAM STREET

Occupation

BANKER

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



..... *S. Alexander* .....

**Authorised Signatory**

## THE FIRST SCHEDULE

### PRO FORMA CONSTRUCTION MANAGEMENT PLAN

The Council has produced a pro-forma construction management plan to be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements under this Agreement. This document should be prepared, submitted and receive approval from the Council well in advance of any works being started.

The pro-forma construction management plan, alongside other guidance, can be downloaded from 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/>

The website also sets out detailed guidance on the 'Minimum Requirements' that the Council seeks in a draft CMP being submitted to the Council for approval.

**It should be noted that any agreed Construction Management Plan does not prejudice the requirement for further applications or agreement relating to other matters such as road closures or hoarding licences.**



**THE SECOND SCHEDULE**  
**LOCAL PROCUREMENT CODE**

**1. INTRODUCTION**

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

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

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

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

## 2. MAIN REQUIREMENTS OF THE CODE

### A) CONSTRUCTION.

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

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

#### 2.1 Actions & Responsibilities of Main Contractor

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

- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

## THE THIRD 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 Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

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

1. **Public Transport and walking**
  - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
  - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://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](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

## **PART II: Review and Monitoring of the Travel Plan**

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

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

The first stage will be to review the 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 Owner will consult with the Council at this stage.

### **4. Implementation**

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

### **5. Monitor and Review**



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

**APPENDIX 1**  
**THE PROPERTY**