

- 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 Affordable Housing Units.
- 4.1.5 Unless otherwise agreed by the Council not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government 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.
- 4.1.8 From the Occupation Date for the Affordable Housing Units the obligations contained in this clause 4 (other than clause 4.3) shall not be binding on:
- a) any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successors in title thereto and their respective mortgagees and chargees;
 - b) any purchaser from a mortgagee of an individual (Affordable Housing Unit pursuant to any default by the individual mortgagor;

- c) any Chargee provided that the Chargee has first complied with the provisions of clause 6.9.

4.2 BEDFORD PASSAGE ACCESS REQUIREMENT

- 4.2.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Bedford Passage Access Plan.
- 4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Bedford Passage Access Plan as demonstrated by written notice to that effect.
- 4.2.3 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 Bedford Passage Access 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 Bedford Passage Access Plan.
- 4.2.4 The Owner shall allow public access along the Bedford Passage at all times after Occupation subject only to the provisions in the First Schedule.

4.3 CAR FREE

- 4.3.1 To ensure that prior to occupying any 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 for any residential unit (being part of the Development); and
 - (ii) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay for any non-residential part of the Development; and
 - (iii) 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):

- (i) 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); and
- (ii) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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 provisions 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 and non-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 obligations in Clauses 4.3.1 and 4.3.2 of this Agreement.

4.4 **CARBON OFFSET CONTRIBUTION**

4.4.1 Prior to the Demolition Implementation Date to pay to the Council the Carbon Offset Contribution.

4.4.2 Not to Implement Demolition or to permit Demolition Implementation until such time as the Council has received the Carbon Offset Contribution.

4.5 COMMUNITY INVOLVEMENT PROGRAMME PLAN

- 4.5.1 On or prior the date which is six months prior to the projected completion of the Affordable Housing element of the Development to submit to the Council a draft of that part of the Community Involvement Programme Plan which is required under clause 2.13(b).
- 4.5.2 To expend the sums as set out in clauses 2.13(1) and 2.13(2) to fund the initial establishment and continuing operation of the approved Community Involvement Programme Plan.
- 4.5.3 On or prior to Occupation to submit to the Council for approval the Community Involvement Programme Plan.
- 4.5.4 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Involvement Programme Plan as demonstrated by written notice to that effect.
- 4.5.5 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 Community Involvement Programme Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Community Involvement Programme Plan.
- 4.5.6 If following the review undertaken pursuant to the requirements of Clause 2.13(j) the Owner considers that it is no longer achieving its objectives and/or the local community are no longer engaging with the Development, the Owner may request from the Council its confirmation that the obligations set out in Clauses 4.5.2 and 4.5.4 shall no longer apply and if the Council grants such a request the obligations set out in Clauses 4.5.2, 4.5.4 and 4.5.5 shall cease to apply from the date of the Council's notification to that effect.

4.6 CONSTRUCTION MANAGEMENT PLAN

4.6.1 On or prior to the Construction Implementation Date to:

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

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

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

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

4.6.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the 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 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.

4.7 DEMOLITION MANAGEMENT PLAN

4.7.1 On or prior to the Demolition Implementation Date to:

- a) pay to the Council the Demolition Management Plan Implementation Support Contribution in full; and
- b) submit to the Council for approval a draft Demolition Management Plan.

4.7.2 Not to Demolish or allow Demolition:

- a) until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect;
- b) before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which such contract provides.

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

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

4.8 DETAILED BASEMENT CONSTRUCTION PLAN

4.8.1 On or prior to the Construction Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.

4.8.2 Not to Implement Construction nor allow Construction Implementation until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.8.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the

Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.

4.8.4 To ensure that following completion of Demolition until the date of the Certificate of Practical Completion the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.8.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.8.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.9 THE EMPLOYMENT AND TRAINING CONTRIBUTION

4.9.1 On or prior to the Demolition Implementation Date to pay to the Council the Employment and Training Contribution in full.

4.9.2 Not to Implement Demolition or to permit Demolition Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.10 EMPLOYMENT AND TRAINING PLAN

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

4.10.2 Not to Implement Demolition nor permit Demolition Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

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

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

4.11 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.11.2 Not to Implement Construction nor permit Construction Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.11.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that

the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

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

4.12 ENVIRONMENTAL CONTRIBUTION

4.12.1 On or prior to the Demolition Implementation Date to pay to the Council the Environmental Contribution in full.

4.12.2 Not to Implement Demolition or to permit Demolition Implementation until such time as the Council has received the Environmental Contribution in full.

4.13 HIGHWAYS

4.13.1 On or prior to the Demolition Implementation Date to:-

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

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

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

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

4.13.4 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.

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

4.14 IMPLEMENTATION AND DELIVERY PLAN

4.14.1 On or prior to the Demolition Implementation Date to ensure that all the steps required prior to Demolition as set out in the Sixth Schedule are carried out to the Council's reasonable satisfaction.

4.14.2 Not to Implement Demolition nor allow Demolition Implementation until such time as the Council is reasonably satisfied that the pre-Demolition steps set out in the Sixth Schedule have been carried out as demonstrated by written notice from the Council to that effect.

4.14.3 On or prior to the Construction Implementation Date and for the avoidance of doubt within three months from the date on which the trial trench evaluation (archaeology) (as set out in the Sixth Schedule) is commenced to submit to the Council for approval a more detailed iteration of the Implementation and Delivery Plan in accordance with clause 2.35(b).

4.14.4 Not to Implement Construction nor allow Construction Implementation until such time as the Council has approved the Implementation and Delivery Plan submitted under clause 4.14.3 as demonstrated by written notice from the Council to that effect.

4.14.5 The Owner acknowledges and agrees that the Council will not approve any version of the Implementation and Delivery Plan unless it demonstrates to the Council's reasonable satisfaction that it provides a mechanism, which will secure the completion and build out of all aspects of the Development.

4.14.6 At all times after the date of the Agreement to strictly comply with the relevant version of the Implementation and Delivery Plan as approved including (unless otherwise agreed with the Council in writing) meeting the specified key dates and development

milestones for the delivery of the specified individual components of the Development in accordance with the timescales and requirements of the approved version of the Implementation and Delivery Plan, and:

- a) (should the Council so require this) 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 Implementation and Delivery Plan are not being complied with until such time as the revised Implementation and Delivery Plan has been agreed with the Council; and
- b) in the event of non-compliance with any requirement of the Implementation and Delivery Plan the Owner shall forthwith take any steps specified by the Council in a written notice required to remedy such non-compliance within the timescale set out in the notice.

PROVIDED THAT in the event of the completion of the Development being unavoidably delayed by any Force Majeure for which the Owner can show to the Council's reasonable satisfaction that it is not responsible then any development milestones contained within the Implementation and Delivery Plan that follow the relevant event of Force Majeure shall be extended by a period which the owner can show to the Council's reasonable satisfaction is either equivalent to the period or periods of delay caused by the aforementioned event of Force Majeure or by a period of six months, whichever is the lesser.

4.15 LOCAL EMPLOYMENT

4.15.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the 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 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 Construction Phase.

4.15.2 The Owner shall ensure that at all times during the Construction Phase no less than 12 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 each individual apprentice placement) has been paid in full.

4.15.3 The Owner shall ensure that throughout the Construction Phase as a whole no less than 16 work placements and/or work experience opportunities are provided at the Development.

4.15.4 Notwithstanding the provisions in clauses 4.15.2 and 4.15.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-

monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.15.5 On or prior to the Demolition Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

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

4.15.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.15.2 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 Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.15.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than 5 (five) end use apprentices always ensuring the apprentice shall be:-

(a) recruited in liaison with the Council's Economic Development Team;

(b) be resident in the London Borough of Camden;

(c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;

(d) be employed on a fulltime basis for at least 52 weeks;

(e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and

(f) be supervised by a member of staff within the completed Development

4.16 LOCAL PROCUREMENT

4.16.1 Prior to Demolition 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.

4.16.2 On or prior to Demolition 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.

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

4.16.4 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.

4.17 PUBLIC OPEN SPACE CONTRIBUTION

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

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

4.18 SERVICE MANAGEMENT PLAN

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

4.18.2 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.

4.18.3 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.

4.19 **SUSTAINABILITY PLAN**

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

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

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

4.19.4 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.

4.20 **TRAVEL PLAN**

4.20.1 On or prior to the Occupation Date to:-

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

- 4.20.2 Not to Occupy or permit Occupation of any part of the Development until such time as:
- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
 - (b) the Council has received the Travel Plan Monitoring Contribution in full.

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

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Demolition Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/0414/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of

any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/0414/P.
- 5.7 Payment of the Carbon Offset Contribution, the Construction Apprentice Default Contribution, Construction Apprentice Support Contribution, the Construction Management Plan Implementation Support Contribution, the Construction Support Contribution, the Demolition Management Plan Implementation Support Contribution, the Employment and Training Contribution, the Environmental Contribution, the Highways Contribution, the Public Open Space Contribution and the Travel Plan Monitoring Contribution 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 2017/0414/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 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.

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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planningobligations@camden.gov.uk quoting the planning reference number 2017/0414/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 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 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 or the Interested Party, 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 paragraphs (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 or any such receiver or administrative receiver 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 or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise 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, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in Clause 6.9(ii) 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 Executive Director of Supporting Communities;
- (c) The Director Regeneration and Planning;
- (d) The Head of Development Management;
- (e) The Planning Obligations Monitoring Officer; and

(f) The Borough Solicitor.

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

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

shall be released from the obligations of Clause 4.1.

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 North London Region (or successor region).

7. **MORTGAGEE EXEMPTION**

7.1 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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO MIDDLESEX HOSPITAL ANNEX, 44 CLEVELAND STREET, LONDON W1T 4JT

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

SIGNED AS A DEED AND DELIVERED BY UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY acting by JAMES THORNE, a director, and NIGEL KEEN, a director

..... James Thorne

Director

..... [Signature]

Director

SIGNED AS A DEED AND DELIVERED BY MIDDLESEX ANNEXE LLP acting by Peter Burroughs, duly authorised by MIDDLESEX UCLHC LIMITED to sign on its behalf as member of MIDDLESEX ANNEXE LLP in the presence of:

) [Signature])
)
)
)
)
)
)
)
)
)
On behalf of a member

..... [Signature]
Witness Signature

Witness Name: JOSEPHINE WEBB

Address: 464 RUSSELL COURT, WOBURN PLACE, LONDON WC1H 0NL

Occupation: ACCOUNTANT.

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



..... R. Alexander

Authorised Signatory

THE FIRST SCHEDULE

BEDFORD PASSAGE ACCESS PLAN

It is agreed between the Owner and the Council that there is no intention to create any public rights of way over the Bedford Passage and that access by the public to the Bedford Passage shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or part or parts of it for the purpose of maintenance repair or rebuilding of it and notwithstanding anything contained in this agreement the Owner may from time to time prevent or restrict access to the Bedford Passage or part or parts thereof but only for so long as is reasonably necessary for the following purposes:

- 1 the maintenance of the Bedford Passage;
- 2 the laying, construction, inspection, maintenance, repair or renewal of any building or buildings or any services or service media serving such building or buildings now or hereafter on the Property adjoining the Bedford Passage or any part thereof (including the erection of scaffolding), taking into account the vehicle access limitations as set out in the Service Management Plan;
- 3 the rebuilding or redevelopment of any part or parts of the Property adjoining the Bedford Passage;
- 4 in cases of emergency or some danger to the public;
- 5 for any other sufficient cause approved by the Council;
- 6 closure to allow the Owner and/or their contractors or occupiers of the Development to carry out maintenance cleaning remedial and other necessary works to the relevant areas and/or the parts of the Development abutting such areas (including works of shop fitting or other structural or non-structural works and/or alterations), and
- 7 closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law.

THE SECOND SCHEDULE

THE BURLAND CATEGORY OF DAMAGE

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

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

THE THIRD SCHEDULE

PRO FORMA CONSTRUCTION (AND/OR DEMOLITION) MANAGEMENT PLAN

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

The pro-forma Construction (and/or Demolition) Management Plan can be found on the Council's website at:-

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

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

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

THE FOURTH SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

2. 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).
3. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

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 FIFTH 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/ www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The 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.

**THE SIXTH SCHEDULE
THE IMPLEMENTATION AND DELIVERY PLAN – INITIAL SCHEDULE OF KEY DATES
AND DEVELOPMENT MILESTONES**

	COLUMN 1 PRE-CONSTRUCTION DEVELOPMENT MILESTONE	COLUMN 2 MILESTONE DATES
1.	Submission of approval of details applications in relation to all Pre-Demolition Conditions and Pre-Demolition S106 Requirements	No later than 6 months from the date on which the Planning Permission is granted
2	Enabling Work 2 nd stage contractor commence works	2 January 2018
3	South house internal refurbishment works including roof repair and replacement windows to match existing	4 December 2017
4	Asbestos removal, soft strip and exploratory works to Listed Building	2 January 2018 – 30 March 2018
5	Demolition	2 April 2018 – 2 July 2018
6	Completion of Archaeology Written Scheme of Investigation (and submission to Condition 6 stage 1)	15 January 2018
9	Start of trial trench evaluation work (archaeology)	3 July 2018
10	Completion of archaeological Evaluation Report	3 October 2018
14	Completion of WSI mitigation (and submission to Condition 6 stage 2)	27 August 2018
15	Submission of revised draft Implementation and Delivery Plan	Within 3 months from the date on which the Trial Trench Evaluation (archaeology) is commenced

**APPENDIX 1
PLANS AND DRAWINGS**

