

DATED 14TH AUGUST 2017

(1) THE FINDLAY ESTATE COMPANY LIMITED

and

(2) COUTTS & COMPANY

and

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

AGREEMENT
relating to land known as

**42 Phoenix Road
London
NW1 1TA**

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.222 (final)

THIS AGREEMENT is made the 14th day of August 2017

BETWEEN:

1. **THE FINDLAY ESTATE COMPANY LIMITED** (registered under company number 02760135) whose registered office is at Lower Grove House, Highridge Road, Dundry, Bristol, BS41 8JT (hereinafter called "the Owner) of the first part
2. **COUTTS & COMPANY** (registered under company number 00036695) whose registered office is at 440 Strand, London, WC2R 0QS (hereinafter called "the Mortgagee") of the second part
3. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number LN16895 subject to a charge to the Mortgagee and is registered as the leasehold proprietor with title absolute of part of the Property under title number NGL831421.
- 1.2 The Owner is the freehold owner of the Property and leasehold owner of part of the Property and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development at the Property was submitted to the Council and validated by the Council under reference number 2015/6383/P on 16th November 2015.
- 1.4 By a decision letter dated 31st August 2016 the Council gave notice of refusal to grant planning permission for the Development and the Owner has submitted the Appeal.

- 1.5 The Council is the local planning authority for the purposes of the Act and 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980.
- 1.7 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.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under title number LN16895 and dated 36695 is willing to enter into this Agreement to give its consent to the same.
- 1.9 The Parties have agreed to enter into this Agreement but the Agreement shall take effect only in the event of Planning Permission being granted.

2. DEFINITIONS

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

- | | | |
|-----|------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 |
| 2.2 | "this Agreement" | this planning obligation made pursuant to Section 106 of the Act and other powers herein referenced |
| 2.3 | "the Appeal" | the appeal by the Owner to the Secretary of State under Section 78(1) of the Act against the Council's refusal of the Planning Application for the Development at the Property such appeal |

having been assigned the reference number
APP/X5210/W/17/3170405

- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.5 "the Construction Apprentice Default Contribution" the sum of £7,000 (seven thousand pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision.
- 2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or

structures on the Property and the building out of the Development;

- (ii) proposals to ensure the protection and preservation of the locally listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the conservation area features;
- (iv) proposals to ensure there are no adverse effects on any neighbouring listed building(s);
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council

and provision of a mechanism for monitoring and reviewing as required from time to time

- 2.7 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.8 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
- 2.9 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.10 "the Development" redevelopment of the site involving demolition of the existing building and erection of a new six storey building with basement comprising community use (Class D1) at ground and basement level and student accommodation (7 x 6 bedroom units, 1 x 4-bedroom unit, 7 studio units and 53 bedrooms) on the upper floors; part widening of Clarendon Grove alleyway and the provision of 30 cycle spaces at basement level as shown on drawing numbers 988_07_050; 988_07_100 Rev P2; 988_07_101 Rev P2;

988_07_101_A Rev P1; 988_07_102;
988_07_200 Rev P2; 988_07_201 Rev P2;
988_07_202 Rev P2; 988_07_203 Rev P2;
988_07_204 Rev P2; 988_07_205 Rev P2;
988_07_205_A Rev P1; 988_07_300 Rev P2;
988_07_301 Rev P2; 988_07_400 Rev P2;
988_07_401 Rev P2; 988_07_500 Rev P2;
988_07_501 Rev P2; 988_07_502 Rev P2;
988_07_502_A Rev P2; Planning Statement by
Protean Planning Ltd; Design and Access
Statement by Allies and Morrison Architects;
Heritage Assessment by Geoff Noble Heritage
and Urban Design; Transport Assessment by
Paul Mew Associates; Daylight and Sunlight
Assessment by Schroeders Begg; Arboricultural
Impact Assessment by Barrell Tree Consultancy;
Energy and Sustainability Statement by Skelly
and Couch; BREEAM pre-assessment by Eight
Associates; Noise Impact Assessment by
Ramboll Acoustics and Student Management
Plan by The Findlay Estate Co. Ltd

2.11 "the Energy Efficiency and
Renewable Energy Plan"

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

- (i) incorporation of the measures set out in
the submission document entitled Energy
and Sustainability Statement dated
September 2015 by Skelly % Couch Ltd to
achieve a 35% reduction in CO2 emissions
beyond the Part L 2013 baseline;

- (ii) 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 35% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) 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;
- (vi) a CHP Air Quality Assessment;
- (vii) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP;]

- (viii) measures to enable future connection to a local energy network at the boundary of the Property including:
 - (a) safeguarded space for a future heat exchanger;
 - (b) provisions made in the building fabric and/or 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;
 - (c) the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - (d) provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.

- (ix) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP 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;

- (x) 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 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

- (xi) 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 as required from time to time

2.12 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.13 "the Highways Contribution"

the sum of £25,075.18 (twenty-five thousand and seventy-five pounds and eighteen pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway adjacent to the Development site on Phoenix Road, Chalton Street and Clarendon Grove;

(ii) to make alterations to the existing highway on Phoenix Road, Chalton Street and Clarendon Grove; and

(iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

2.14 "King's Cross
Construction Skills Centre"

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

2.15 "the Level
Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.16 "Local Procurement Code"

the code annexed to the Third Schedule hereto

2.17 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.18 "the Parties"

the Council, the Owner and the Mortgagee

2.19 "the Planning Application"

a planning application in respect of the Development at the Property submitted to the Council and validated by the Council on 16th

November 2015 under reference number
2015/6383/P

- 2.20 "Planning Obligations
Monitoring Officer" a planning officer of the Council from time to
time allocated to deal with all planning
obligations pursuant to S106 of the Act to whom
all notices, correspondence, approvals etc must
be sent in the manner prescribed at clause 6.1
hereof
- 2.21 "the Planning
Permission" the planning permission granted for the
Development at the Property by the Secretary
of State pursuant to the Appeal
- 2.22 "the Property" the land known as 42 Phoenix Road, London,
NW1 1TA the same as shown shaded grey on
the plan annexed hereto
- 2.23 "the Public Highway" any carriageway footway and/or verge adjoining
the Property maintainable at public expense
- 2.24 "the Public Open Space
Contribution" the sum of £32,093 (thirty-two thousand and
ninety-three 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

- 2.25 "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
- 2.26 "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
- 2.27 "Secretary of State" the Secretary of State having responsibility for determining appeals in relation to England and shall include any person appointed by the Secretary of State to determine the Appeal
- 2.28 "Student" any student enrolled on full-time or part-time higher education course within any London Borough where the provider of that course is funded by the Higher Education Funding Council for England (or its successor bodies)
- 2.29 "Student Accommodation" non-self-contained accommodation forming part of the Development to be used exclusively for purposes within Class C3 of the Use Classes Order by Students at all times in accordance with the Planning Permission
- 2.30 "the 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:-
- (i) achieve the targets set out in the submission documents entitled BREAAAM Preliminary Assessment dated October

2015 by Eight Associated and Energy and Sustainability Statement dated September 2015 by Skelly & Couch Ltd 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);

- (ii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- (iii) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (v) 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

- (vi) 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

2.31 "the 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: -

- (i) the elements set out in the Fourth Schedule hereto;
- (ii) 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;
- (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (iv) 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

- (v) 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;
- (vi) 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

2.32 "the 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 ongoing process of continuous improvement

2.33 "the Travel Plan Monitoring Contribution" the sum of £6,244 (six thousand two hundred and forty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six-year period from the date of first Occupation of the Development

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided

herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction 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, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 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;
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 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.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 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.

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

4.3 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

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

4.3.3 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.

4.3.4 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.

4.4 HIGHWAYS

4.4.1 On or prior to the Implementation Date to:-

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

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

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

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

4.4.4 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.

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

4.5 LOCAL EMPLOYMENT

4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the workforce is comprised of residents of the London Borough of Camden.

4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 hereof the Owner shall:

- (i) work in partnership with King's Cross Construction Skills Centre; and
- (ii) take the following specific measures 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 King's Cross Construction Skills Centre;
- (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (d) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating
 - (1) what skills and employment are needed through the life of the programme, and
 - (2) 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
- (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 Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.5.3 To ensure that during the Construction Phase not less than two (2) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills 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.

- 4.5.4 To pay to the Council the Construction Apprentice Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.
- 4.5.5 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.5.6 During the Construction Phase the Owner shall use provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Skills Centre.
- 4.5.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.5.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
- (i) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
 - (ii) not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the cost each individual apprentice placement) has been paid in full.
- 4.5.8 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 one end use apprentice always ensuring the apprentice shall be: -
- (i) recruited in liaison with the Council's Economic Development Team;
 - (ii) be resident in the London Borough of Camden;
 - (iii) 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>;
 - (iv) be employed on a fulltime basis for at least 52 weeks;

- (v) 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
- (vi) be supervised by a member of staff within the completed Development

4.6 LOCAL PROCUREMENT

- 4.6.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.6.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.6.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.6.4 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.

4.7 PUBLIC OPEN SPACE CONTRIBUTION

- 4.7.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.
- 4.7.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.8 SUSTAINABILITY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.9 STUDENT ACCOMMODATION

- 4.9.1 To ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation and the Student Accommodation shall be let at a rent no greater than rents of similar student housing of a similar size, age, specification, location and service charge level in the London Borough of Camden
- 4.9.2 To ensure that the Student Accommodation is used at all times as a single planning unit and that:
 - (i) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
 - (ii) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation
- 4.9.3 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 Student Accommodation is not being used in strict accordance with this

clause and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of this clause 4.9 and in the event of any breach of this clause to cease Occupation of the Development forthwith until the breach is rectified.

4.10 TRAVEL PLAN

4.10.1 On or prior to the Implementation Date to submit to the Council the Travel Plan for approval.

4.10.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.10.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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 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 2015/6383/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 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 to the Council 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 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 reference 2015/6383/P.
- 5.6 Payment of the financial contribution pursuant to Clause 4. (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code 2015/6383/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

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

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH 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 Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/6383/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.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date of Planning Permission being granted 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 or is modified (other

than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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)
THE FINDLAY ESTATE COMPANY)
LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

.....S.C. PITTWAY

Director Signature:)

.....

Director/Secretary Name (CAPITALS))

..... D.M. PITTAWAY

Director/Secretary Signature:)

.....

THE COMMON SEAL of COUTTS & COMPANY was hereunto affixed in the presence of:

I saw
signed as a deed by
BARRY WILLIAMSON

as attorney for Coutts & Co.

Under power of attorney dated 5/OCTOBER/2016

In the presence of
Witness A

Name ADAM JENKINSON

Address 440 STRAND

LONDON WC2R 0QS

occupation BANKER

.....
Authorized Sealing Officer

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

R. Alexander

.....
Authorized Signatory



POWER OF ATTORNEY

By this Deed Coutts & Company, whose registered office is 440 Strand, London WC2R 0QS ("the Bank"), hereby appoints Christopher Dos Santos, David McKenzie Waters, Neil Albert John Phelps, Noel Martin Smyth and Barry Ian Williamson of Coutts & Company, Commercial Banking, 440 Strand, London, WC2R 0QS from time to time severally as the Bank's attorney to execute for the following purpose: to execute for and on behalf of the Bank any document of the kind described in Schedule A of this Deed (whether or not the document is formally titled as such).

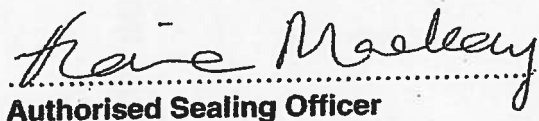
The Bank undertakes to ratify whatever the said attorney does under the authority of this power.

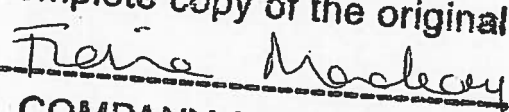
This Power of Attorney will expire on 9 October 2017.

This Power of Attorney is a Deed and shall be governed by and construed in accordance with the laws of England.

Dated 5 October 2016

The Common Seal of
Coutts & Company
was hereunto affixed
in the presence of:


.....
Authorised Sealing Officer

Certified to be a true and
complete copy of the original


COMPANY SECRETARY

Schedule A

Deeds of Postponement/Priority/Variation/Substituted Security/Assignment/
Transfer/Grant/Restriction/Release/ Subordination/Easement
S106 agreements
Intercreditor/Loan Agreements
Acknowledgement and charge
Guarantees/Sureties/Bonds and Indemnities
Charge & Deed of Assignment
Tax credit charge over deposit
CAA Bond
HM Excise guarantee
Undertakings and Planning Agreements
Collateral and other Warranties
Agreements relating to Security (real & intellectual)
Charges and Debentures
Agreements relating to the operation of Accounts

Certified to be a true and
complete copy of the original

Trine Mcleary

COMPANY SECRETARY

THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

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

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

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

CONQUEST

The Great Plains and the West

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

The Great Plains and the West were the last great frontier of the United States.

CONQUEST

THE SECOND SCHEDULE

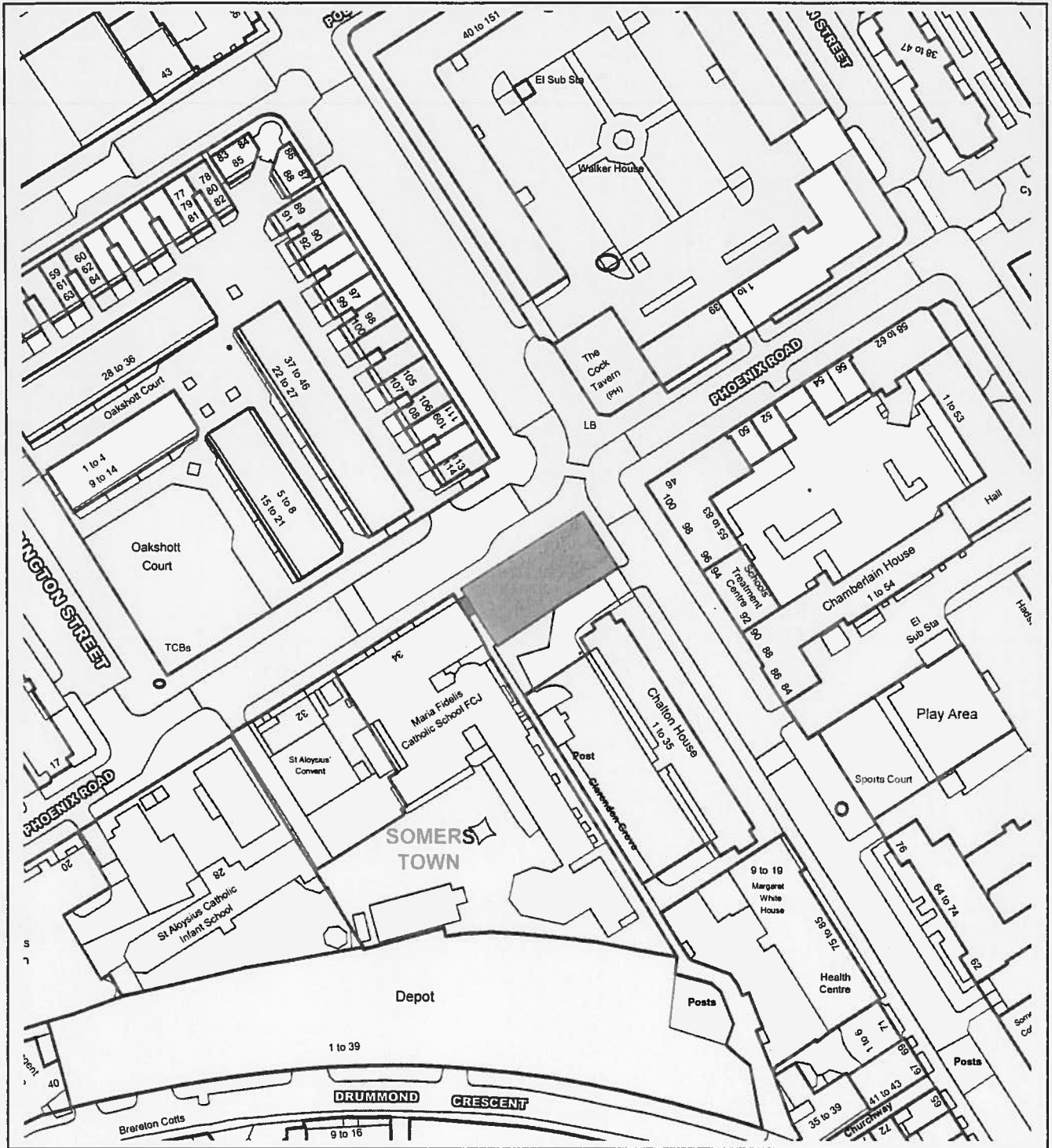
PLAN OF THE PROPERTY

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 311

42 Phoenix Road, London, NW1 1TA



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Blank page with faint header text at the top.

Main body of the page containing a large, faint table with multiple columns and rows.

Faint text at the bottom of the page, possibly a footer or summary.



THE THIRD SCHEDULE
LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

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

2) **MAIN REQUIREMENTS OF THE CODE**

A) **CONSTRUCTION.**

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

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

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

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

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

Fitting out by tenants

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

Facilities Management

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

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

THE FOURTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

The 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 an initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

1944 AUGUST 11 - 1944

THE UNIVERSITY OF CHICAGO

BY

THE BOARD OF TRUSTEES

IN

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

RESOLUTION PASSED AT A MEETING OF THE BOARD OF TRUSTEES HELD AT CHICAGO, ILLINOIS, ON AUGUST 11, 1944.

THE

SECRETARY

OF THE

BOARD OF TRUSTEES

UNIVERSITY OF CHICAGO

DATED 14TH AUGUST 2017

(1) THE FINDLAY ESTATE COMPANY LIMITED

and

(2) COUTTS & COMPANY

and

(3) THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF CAMDEN

AGREEMENT
relating to land known as

**42 Phoenix Road
London
NW1 1TA**

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

**Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel: 020 7974 5647
Fax: 020 7974 2962**

CLS/PK/1800.222 (final)