

DATED

24 APRIL

2018

(1) JOANNA DOROTHEA VIEHOF

and

(2) STUDIO 246 MEDIA LIMITED

and

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

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

246-248 Kilburn High Road
London
NW6 2BS

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980 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

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CLS/PK/1800.479

THIS AGREEMENT is made the 24th day of April 2018

BETWEEN:

1. **JOANNA DOROTHEA VIEHOF** of 246 Kilburn High Road, London, NW6 2BS (hereinafter called "the First Freeholder") of the first part

2. **STUDIO 246 MEDIA LIMITED** (registered under company number 07635326) whose registered office is c/o Carrington Accountancy, Birchin Court, 20 Birchin Lane, London, EC3V 9DU of the second part (hereinafter called "the Second Freeholder")

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

1.1 WHEREAS

1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part the Property under title number NGL236449 and is interested in the Property for the purposes of Section 106 of the Act.

1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part the Property under title number NGL529248 and is interested in the Property for the purposes of Section 106 of the Act.

1.3 The First Freeholder and the Second Freeholder shall together hereinafter be called "the Owner".

1.4 The Planning Application for the Development of the Property was submitted to the Council and validated on 2 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3206/P subject to conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

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

1.7 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.

2. DEFINITIONS

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "Affordable Housing" low-cost housing including Social Rented Housing and Intermediate Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

2.3 "this Agreement" this planning obligation made pursuant to Section 106 of the Act

2.4 AIIRP All Items Index of Retail Prices

2.5 "Carbon Off-set Contribution" the sum of £38,232 (thirty-eight thousand two hundred and thirty-two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the London Borough of Camden

2.6 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the

Development has been completed

2.7 "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.

2.8 "the Construction Apprentice Support Contribution" the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices

2.9 "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 there are no adverse effects on the neighbouring listed building(s);

(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(iv) 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);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vi) 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

2.10 "Construction Management Plan Implementation Support Contribution" the sum of £9,540 (nine thousand five hundred and forty 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 approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.11 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical

Completion

2.12 "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

2.13 "Deferred Housing Contribution"

the sum of £2,593,025 (two million five hundred and ninety-three thousand and twenty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden

2.14 "Deficit"

a negative figure or figure of zero produced from the Post-Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £6,194,400 (six million one hundred and ninety-four thousand and four hundred pounds)

2.15 "the Development"

demolition of existing building on site and erection of two buildings for residential use, providing 27 new units (9 x one-bed, 13 x two-bed, 5 x three-bed); Building A (street block) to be part-four, part-five storeys in height and Building B (courtyard block) to be part-five, part-six storeys in height; associated landscaping, cycle parking and plant room as shown on drawing numbers Existing plans: P1512_P_100, P1512_P_101, P1512_P_110, P1512_P_111, P1512_P_112, P1512_P_113, P1512_P_114, P1512_P_115, P1512_P_116. Proposed plans: P1512_P_200 B, P1512_P_201A, P1512_P_202A, P1512_P_203A, P1512_P_204A, P1512_P_205, P1512_P_210, P1512_P_300A, P1512_P_301A, P1512_P_302, P1512_P_303 A,

P1512_P_304 A, P1512_P_305, P1512_P_306, P1512_P_310, P1512_P_311, P1512_P_320, P1512_P_321A. Documents: Planning Statement (May 2017) Andmore Planning Ltd, Design and Access Statement InsideOut Architecture, Desk Study and Contamination Assessment G/121224/002 (21 January 2013) KF Technical Services Limited, Sustainable Drainage Systems Assessment Revision A (May 2017) Studio 246 Media Ltd, Air Quality Assessment (May 2017) Amec Foster Wheeler, Draft Construction Management Plan (May 2017) InsideOut Architecture, Daylighting Impact Assessment (22/5/2017) Fabric, Energy Statement (20th May 2017) Fabric, Crime Impact Assessment (20th July 2017) InsideOut Architecture, Statement of Flood Risk (22nd September 2017) Water Environment Limited

2.16 "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 Statement" dated 20 May 2017 by Fabric Building Physics 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 20% 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) 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.
- (vi) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) 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;

(vii) measures to secure a post-construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) 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

(viii) 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

2.17 "the Environmental Improvements Contribution"

the sum of £28,000 (twenty-eight thousand 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 provision of pedestrian, cycling and environmental improvements in the vicinity of the Development

2.18 "the Existing Buildings"

the buildings existing at the Property and being part of the Development at the date hereof

2.19 "the Highways Contribution"

the sum of £5,500 (five thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

(i) repaving part of the footway on Kilburn High

Road adjacent to the Development;

- (ii) resurfacing part of Kilburn High Road adjacent to the Development; 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

2.20 "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 but save for the purposes of this Agreement works involved with the investigations of ground conditions remedial work in respect of any contamination surveys archaeological work erection of perimeter fences and hoardings diversion and laying of services the erection of any temporary means of enclosure / site security and any other preparatory works as may be agreed with the Council in writing and references to "Implementation" and "Implement" shall be construed accordingly

2.21 Intermediate Housing
Priority Matrix the Council's priority matrix for allocation of the Intermediate Rented Housing

2.22 "Intermediate Rented Housing" means Affordable Housing which is available for rent above target rents but substantially below open market levels and occupied on the following basis:-

- (i) complies with the requirements for Intermediate Rented Housing in the National Planning Policy Framework and the Mayor of London document entitled: "Homes for Londoners - Affordable

Homes Programme 2016-21 Funding Guidance”;

(ii) is consistent with Camden Supplementary Planning Document “Camden Planning Guidance CPG2 - Housing” and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);

(iii) provides housing where the annual housing costs for each Intermediate Rented Housing Unit (including rent and service charge) shall:-

(a) be affordable to rent to individuals who are on incomes of £40,000 per annum so that they are paying no more than 30% of gross income on rent and service charge and further so that these households are paying no more than 40% of their net income on rent and service charge (with annual rent increases not exceeding the interest in the Consumer Price Index +1%);

(b) is provided so that a gross total rent not to exceed £215 per week (with annual rent increases to not exceed the interest in the Consumer Price Index +1% at the time of letting);

(c) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden;

(d) have regard to such caps on overall benefits that the Government may

introduce; and

- (e) in the first instance, be marketed to people who are registered on the Council's Intermediate Housing Register of Interest and in line with the Council's Priority Matrix for Intermediate Housing

2.23 "Intermediate Rented Housing Units"

the four (4) units of Intermediate Rented Housing forming part of the Development comprising four x two-bedroom units the same as shown edged red on the plan annexed hereto at the Fourth Schedule

2.24 "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

2.25 "the Level Plans

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

2.26 Local Employment and Training Plan

a plan to be prepared by the Owner containing the provisions specified under Clauses 4.9 (Local Employment and Training) and 4.10 (Local Procurement) of this Agreement

2.27 "Local Procurement Code"

the code annexed to the Fourth Schedule hereto

2.28 "Market Housing Units

the 23 (twenty-three) market housing units being part of the Development

2.29 "Occupation Date"

the first date when any part of the Development is occupied for the purposes permitted by the Planning Permission but not including occupation for site security for the purposes of securing the Property during and for the purpose of construction by a professional provider of site security services, fitting out or marketing and the

phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.30 "the Parties"

the Council and the Owner

2.31 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 2 June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3206/P subject to conclusion of this Agreement

2.32 "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

2.33 "the Planning Permission"

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

2.34 "the Post-Construction Viability Assessment"

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

(i) be presented in the same form as the Owner's viability assessment contained within the letter dated 13 June 2017 from Douglas Birt Consulting to Andmore Planning and headed "246-248 Kilburn High Road, London, NW6 2BS Application Scheme, June 2017" (incorporating all relevant modelling, cost plan and valuations and appendices) save that the developer's return on market housing and contractor's return on affordable housing shall be as specified in Clause 2.34(ii) of this Agreement and that the assessment shall be presented in an alternative

form if so requested by the Council in writing;
and

(ii) be based on a 20% (twenty per cent) developer's return on market housing value and a 6% (six per cent) contractor's return on affordable housing cost as or such alternative percentages as agreed by the Council in writing with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

(iii) a copy of the Owner's viability assessment contained within the letter dated 13 June 2017 from Douglas Bit Consulting to Andmore Planning and headed "246-248 Kilburn High Road, London, NW6 2BS Application Scheme, June 2017" (incorporating all relevant modelling, cost plan and valuations and appendices) showing the residual value of the Development as £5,162,000 (five million one hundred and sixty two thousand pounds) but for the avoidance of doubt the Council acknowledges that an amended residual value will arise as a consequence of the developer's return on market housing and contractor's return on affordable housing specified in Clause 2.34 (ii) of this Agreement

(iv) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

(v) a solicitor's certification confirming that the sales of the residential units forming part of the

Development were arm's length third party bona fide transactions and not:-

- (a) designed to reduce the revenue received from sales of the residential units forming part of the Development;
- (b) confined to transactions between the Owner and subsidiary companies of the Owner;
- (c) transactions between the Owner and its employees;
- (d) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (vi) payment up to a maximum of £6,000 (six thousand pounds) to cover the Council's costs in verifying the material and information contained within the assessment;
- (vii) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (viii) any further information the Council acting reasonably requires

2.35 "the Property"

the land known as 246-248 Kilburn High Road, London, NW6 2BS the same as shown edged red on the plan at the Third Schedule annexed hereto

2.36 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.37 "Registered Provider"

a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's approved strategic providers list of registered providers unless otherwise agreed by the Council in writing

2.38 "Regulator"
the Home and Communities Agency and any successor organisation

2.39 "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

2.40 "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

2.41 "Surplus"
a positive figure produced from the Post-Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £6,194,400 (six million one hundred and ninety-four thousand and four hundred pounds)

2.42 "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 document entitled "Energy Statement" dated 20th May 2017 by Fabric Building Physics (reference 1414/ND) 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

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 of the Act as aforesaid and shall be enforceable by the Council against the Owner as

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

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 On or prior to Occupation to submit an application for the Council's written approval of the Registered Provider.

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

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

4.1.4 Not to Occupy or allow Occupation of any of the Market Housing Units until such time as:

(i) pursuant to the application made by the Owner under sub-clause 4.1.1 hereof, the Council has provided written confirmation to the Owner that the Registered Provider is acceptable to the Council;

(ii) the Intermediate Rented Housing Units have been transferred or demised to the Registered Provider (being the same Registered Provider as confirmed by the Council as being acceptable to the Council for the purposes of such transfer or demise) for a term of no less than 125 years;

(iii) the works of construction conversion and fitting out of the Intermediate Rented Housing Units have been completed in accordance with the requirement of sub-clause 4.1.2 hereof.

4.1.7 To ensure that the Intermediate Rented Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.1.8 To not dispose of its interest in the freehold or leasehold of the Intermediate Rented Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body

organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 CAR FREE

4.2.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the 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.

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

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

4.2.4 On or prior to the Occupation Date the 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 4.2.1 and 4.2.2 of this Agreement.

4.3 CARBON OFFSET CONTRIBUTION

4.3.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

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

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the Implementation Date to:

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

4.4.2 Not to Implement nor allow 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.

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

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

4.5 DEFERRED HOUSING CONTRIBUTION

4.5.1 The Parties agree that notwithstanding the remaining clauses in this Clause 4.5 the Owner may at any time following Implementation pay the Council the Deferred Housing Contribution in full.

- 4.5.2 To submit the Post-Construction Viability Assessment to the Council for approval in writing either:-
- (i) on the date of issue of the Certificate of Practical Completion; or
 - (ii) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for not fewer than 15 (fifteen) Market Housing Units forming part of the Development and provides sufficient information to the Council to evidence the same.
- 4.5.3 Not to complete on the sale of more than 17 (seventeen) Market Housing Units until such time as the Post-Construction Viability Assessment has been submitted to the Council for approval in writing.
- 4.5.4 Upon the issue of the approval of the Post-Construction Viability Assessment the Council will provide to the Owner the following:-
- (i) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post-Construction Viability Plan; and
 - (ii) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of this Agreement as being recoverable from the Deferred Housing Contribution under the terms of this Agreement.
- 4.5.5 If the Assessment Certified Sum exceeds the payment made under clause 2.33(f) (Post-Construction Viability Assessment) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.5.6 In the event the approved Post-Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Housing Contribution or any part thereof.
- 4.5.7 In the event the Post-Construction Viability Assessment shows a Surplus that is less than two times the Deferred Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Housing Contribution.

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

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

4.5.10 Not to Occupy or permit Occupation of any more than 17 (seventeen) residential units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.6.2 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.

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

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

4.7 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.7.1 On or prior to Implementation to pay to the Council the Environmental Improvements Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvements Contribution.

4.8 HIGHWAYS

- 4.8.1 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.
- 4.8.2 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.

4.8.3 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.

4.8.4 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.

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

4.9 LOCAL EMPLOYMENT AND TRAINING

Local Employment and Training Plan

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

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

Construction Phase and King's Cross Construction Skills Centre

4.9.3 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.

4.9.4 In order to facilitate compliance with the requirements of sub-clause 4.9.3 hereof the Owner shall:

- (i) work in partnership with the 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) those skills and employment needed through the lifetime 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 King's Cross Construction Skills Centre and employed during the Construction Phase.

Construction Industry Apprentices

4.9.5 To ensure that during the Construction Phase not less than 2 (two) 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 as set out at

Error! Hyperlink reference not valid. <https://www.gov.uk/national-minimum-wage-rates>

4.9.6 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.

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

4.9.8 If the Owner is unable to provide the construction industry apprentices in accordance with Clause 4.9.5 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 each individual apprentice placement) has been paid in full.

FOR THE AVOIDANCE OF DOUBT should the Construction Apprentice Default Contribution become payable in accordance with 4.9.8 the Construction Apprentice Support Contribution shall not be required by the Council and shall not be payable by the Owner

Work placements

4.9.9 To ensure that during the lifetime of the Development not less than 7 (seven) construction or non-construction industry work placements for 14-16 years year olds shall be made available at the Development and that:-

- (i) the placements shall be made available through the Kings Cross Construction Skills Centre;

(ii) each placement shall be for a period of not less than 2 weeks; and

(iii) paid at a rate not less than the national minimum wage rate as set out at **Error! Hyperlink reference not valid.**<https://www.gov.uk/national-minimum-wage-rates>

4.10 LOCAL PROCUREMENT

4.10.1 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.

4.10.2 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.

4.10.3 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.

4.10.4 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.

4.11 SUSTAINABILITY PLAN

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

4.11.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability 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 2017/3206/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 2017/3206/P.

5.7 Payment of the financial contributions 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 planning application reference 2017/3206/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 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.

5.8 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 AllRP figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

X

5.10 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, 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 2017/3206/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 on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning

Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

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

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

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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.

MORTGAGEE EXEMPTION

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Intermediate Rented Housing Units nor any receiver administrative receiver administrator housing administrator or any other relevant insolvency practitioner appointed by such Chargee or on any person deriving title from such Chargee in possession 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 defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Intermediate Rented Housing Units or any such receiver or administrative receiver administrator housing administrator or any other

relevant insolvency practitioner 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 Intermediate Rented Housing Units.

(iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Intermediate Rented Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver administrator housing administrator or any other relevant insolvency practitioner take possession of the Intermediate Rented Housing Units as appropriate otherwise enforce its security on 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 Intermediate Rented Housing Units and shall cease to bind the Intermediate Rented Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver administrator housing administrator or any other relevant insolvency practitioner who has obtained title to the Intermediate Rented Housing Units after the procedure set out in this sub-clause 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 2017/3206/P for the Default Notice to be properly served:-

- (i) The Chief Executive;
- (ii) The Director of Culture and Environment;
- (iii) The Assistant Director Regeneration and Planning;
- (iv) The Planning Obligations Monitoring Officer; and
- (v) 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 chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1 hereof.

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).

REPAYMENT OF CONTRIBUTIONS

7. Should any Contribution (or part thereof) made by the Owner to the Council under this Agreement not be expended or committed to be spent in accordance with the provisions of this Agreement within ten (10) years from the date of Occupation then the Council shall repay the unexpended sum on receipt of a written request from the Owner.

JOINT AND SEVERAL LIABILITY

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

RIGHTS OF THIRD PARTIES

9. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

JURISDICTION

10. This Agreement is governed by and interpreted in accordance with the law of England and Wales and the Parties agree that the courts of England and Wales 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
JOANNA DOROTHEA VIEHOF
in the presence of:

Witness Signature: *Joanna Viehof*

Witness Name: (CAPITALS) KLAUS VIEHOF

Address: GENTER STR 26

Occupation: SOBRI COLOGNE (GERMANY)

Occupation: MANAGING DIRECTOR

EXECUTED AS A DEED BY
STUDIO 246 MEDIA LIMITED

²⁴ acting by a Director and his Secretary
~~or by two Directors~~

Director Name: (CAPITALS)

Director Signature:

Joanna Viehof
JOANNA VIEHOF

²⁵ ~~Witness Secretary~~
Director Name: (CAPITALS)

²⁶ ~~Witness Name (CAPITALS)~~
Director Secretary Signature:

²⁷ Address:

Kerth Hausch
KERTH HAUSCH 72R
71 GREEN LANE, NEW HANDEL,
SURREY KT3 5BP
SOURCER

²⁸ Occupation:

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

AP Baker
Authorised Signatory



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:-

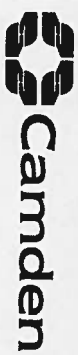
<https://www.camden.gov.uk/cen/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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

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

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Andmore Planning Ltd
16 Old Town
Clapham
London
SW4 0JY

Application Ref: **2017/3206/P**

28 March 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
246-248 Kilburn High Road
LONDON
NW6 2BS

Proposal:
Demolition of existing building on site and erection of two buildings for residential use, providing 27 new units (9 x one-bed, 13 x two-bed, 5 x three-bed). Building A (street block) to be part-four, part-five storeys in height and Building B (courtyard block) to be part-five, part-six storeys in height. Associated landscaping, cycle parking and plant room.
Drawing Nos:

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

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

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

Condition(s) and Reason(s):

1 Three years

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

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

2 Approved plans

The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing plans: P1512_P_100, P1512_P_101, P1512_P_110, P1512_P_111, P1512_P_112, P1512_P_113, P1512_P_114, P1512_P_115, P1512_P_116.

Proposed plans: P1512_P_200 B, P1512_P_201A, P1512_P_202A, P1512_P_203A, P1512_P_204A, P1512_P_205, P1512_P_210, P1512_P_300A, P1512_P_301A, P1512_P_302, P1512_P_303 A, P1512_P_304 A, P1512_P_305, P1512_P_306, P1512_P_310, P1512_P_311, P1512_P_320, P1512_P_321A.

Documents: Planning Statement (May 2017) Andmore Planning Ltd, Design and Access Statement () InsideOut Architecture, Desk Study and Contamination Assessment G/121224/002 (21 January 2013) KF Technical Services Limited, Sustainable Drainage Systems Assessment Revision A (May 2017) Studio 246 Media Ltd, Air Quality Assessment (May 2017) Amec Foster Wheeler, Draft Construction Management Plan (May 2017) InsideOut Architecture, Daylighting Impact Assessment (22/5/2017) Fabric, Energy Statement (20th May 2017) Fabric, Crime Impact Assessment (20th July 2017) InsideOut Architecture, Statement of Flood Risk (22nd September 2017) Water Environment Limited.

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

3 Detailed drawings/samples

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

- a) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors and balconies at a scale of 1:10.
- b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, brick and concrete cladding panels, metal balustrades to balconies including soffits and brickwork with a full scale sample panel of brickwork, and glazing opening of no less than 1.5m by 1.5m including junction at window opening, cill and reveal detail and demonstrating the proposed colour, texture, face-bond and pointing.

A sample panel of all facing materials should be erected on-site and approved by the

Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the Camden Local Plan 2017.

4 Water efficiency

The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policy CC3 of the Camden Local Plan 2017.

5 Solar Photo-Voltaics

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

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policies CC1 and CC2 of the Camden Local Plan 2017.

6 Floodproofing and water exclusion

A floodproofing and water exclusion strategy (using the guidance in Chapter 6 of 'Improving the Flood Performance of New Buildings') shall be submitted to and approved by the Local Planning Authority prior to occupation of any units. The floodproofing shall include extra 300mm freeboard to be applied by flood proofing the proposed courtyard block to 42.7m AOD.

Reason: To ensure that the development does not cause flooding, in accordance with the requirements of Camden Local Plan policy A3.

7 Green roof/wall

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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of Camden Local Plan policy A3.

8 Landscaping details

No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of Camden Local Plan policy A3.

9 Provision of landscaping

All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of Camden Local Plan policy A3.

10 Cycle parking

Prior to occupation, full details of covered secure cycle parking for at least 45 bicycles, shall be submitted to and approved by the Council and shall be made ready for use, in accordance with the approved plans, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the Camden Local Plan 2017.

11 Refuse and recycling

The refuse and recycling facilities hereby approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5 of the Camden Local Plan.

12 Piling Method Statement

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

13 Non-road mobile machinery

All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRM register for the demolition and/construction phase of the development.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

14 Air quality monitoring

Air quality monitoring should be implemented on site. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have

DRBAET
DEMOLITION

been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

15 Mechanical ventilation

Prior to commencement of development (excluding demolition and site preparation works), full details of the mechanical ventilation system, including air inlet locations and details of NOx filters, shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler stack and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of Camden Local Plan 2017 policies G1, C1 and A1.

16 M4 building regulations

All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) with at least 10% designed and constructed in accordance with Building Regulations Part M4 (3) adaptable.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H6 of the Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any

difficulty in carrying out construction other than within the hours stated above.

- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to be paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

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

Yours faithfully

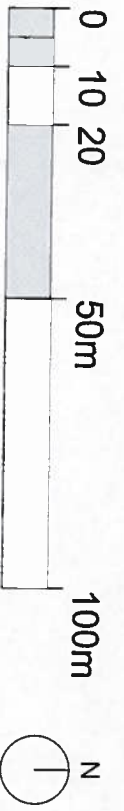
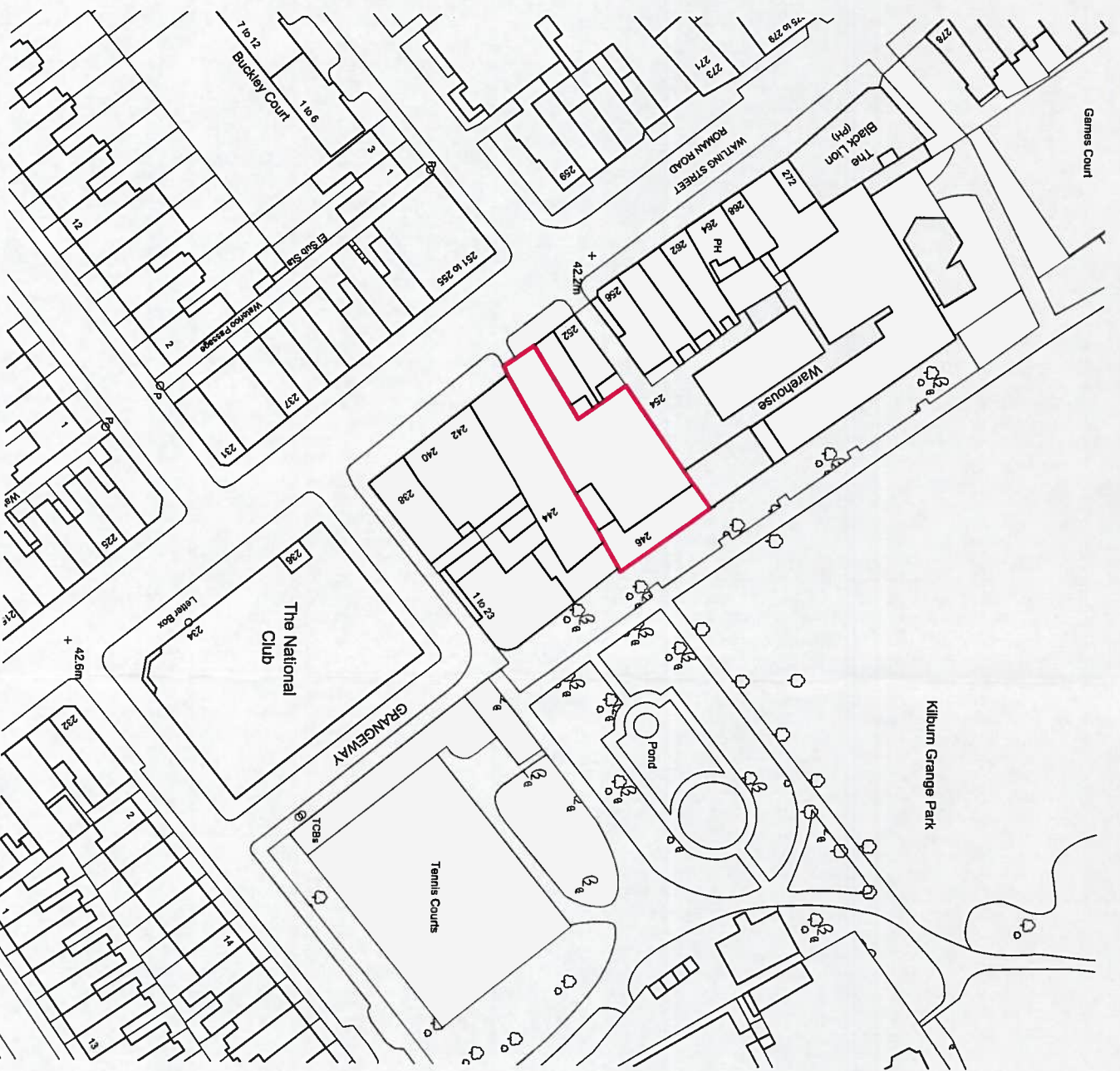
Supporting Communities Directorate

THE THIRD SCHEDULE

PLAN OF THE PROPERTY

Do not scale off this drawing. All trade contractors to be responsible for taking and checking their own site dimensions. Any errors or omissions to be reported to InsideOut immediately, prior to work being carried out. All site dimensions shown are based upon the measured survey of the property carried out by independent surveyors. The accuracy of this information is not the responsibility of InsideOut. InsideOut also accept no responsibility for the accuracy of any structural and servicing information shown on this drawing. This information is shown for guidance purposes only, and where applicable is based on information provided by the consulting structural engineers, consulting M&E engineers, client representatives, and/or specialist subcontractors, respectively. Reference should always be made to engineers and subcontractors current drawings and specifications. This drawing and design is the copyright of InsideOut and is not to be used for any purpose without their consent.

Handwritten signature



Status:	Planning Submission
Project:	248 Kilburn High Rd, London NW6
Client:	Studio 246 Media Ltd
Drawing:	Site Location Plan
Drawing Number:	P1512_P_100
Date:	May 2017
Scale:	1:1250@A3
+44 (0)20 7367 6831 Inside Out Architecture 6-8 Cole Street London SE1 4YH io-a.com	

InsideOut

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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 Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) **MAIN REQUIREMENTS OF THE CODE**

A) **CONSTRUCTION.**

We will request that the 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.