

**Date:** 8 May 2018  
**Your Reference:**  
**Our Reference:** 2017/4471/P (1800.536)  
**Enquiries to:** Emily Shelton-Agar

**David Joyce**  
**Director of Regeneration and Planning**  
**London Borough of Camden**  
**5 Pancras Square**  
**LONDON N1C 4AG**

Dear David

**Land at Kiln Place: 2017/4471/P**  
**(SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 23 (Need for a Legal Agreement) of the above-referenced planning permission states that:

*"In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with \* in this notice of planning permission."*

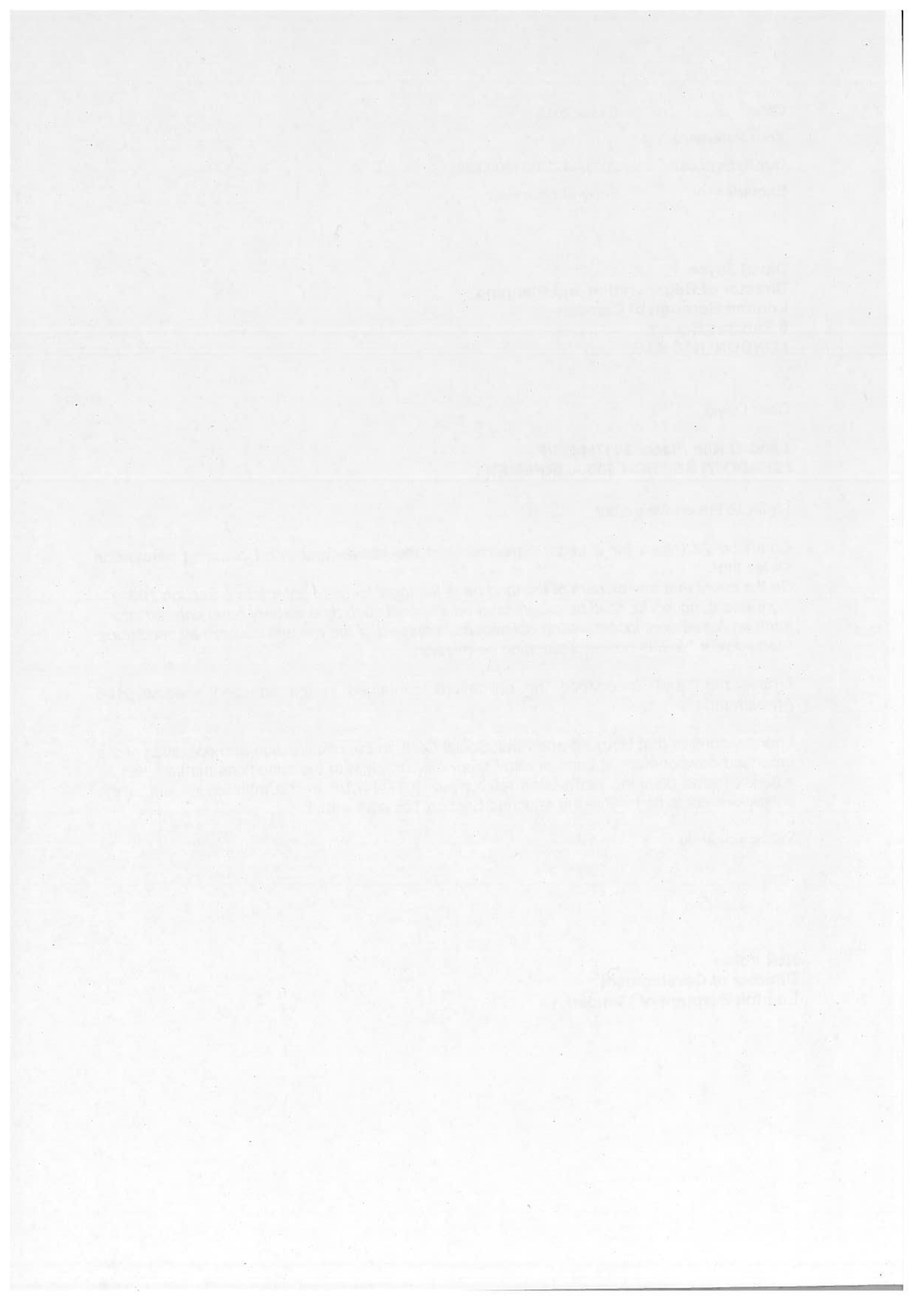
I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that Housing and Adult Social Care, in the construction and operation of the proposed development at Land at Kiln Place, will comply with the conditions marked with an asterisk in the planning permission referenced 2017/4471/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



**Neil Vokes**  
**Director of Development**  
**London Borough of Camden**



Application ref: 2017/4471/P  
Contact: David Peres Da Costa  
Tel: 020 7974 5262  
Date: 4 June 2018

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

Phone: 020 7974 4444

[camden.gov.uk](http://camden.gov.uk)

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk](http://www.camden.gov.uk)

Quod  
Ingeni Building  
17 Broadwick Street  
London W1F 0AX

Dear Sir/Madam

## DECISION

Town and Country Planning Act 1990 (as amended)

### **Variation or Removal of Condition(s) Granted Subject to a Section 106 Legal Agreement**

Address:

**Land at Kiln Place**

**(Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96)  
London NW5**

Proposal:

Variation of condition 2 (approved drawings) and condition 18 (service management plan) of planning permission 2014/6697/P dated 31/03/2015 (as amended by 2016/2651/P dated 10/03/2017) (for development of 15 residential units on 6 sites across Kiln Place estate, following demolition of foyer entrances and refuse storage area for blocks 1-64, 65-80, 81-96, 97-104, 105-116, 117-164 Kiln Place along with provision of new pathway and front entrances into lower maisonettes of 81-96 Kiln Place, enlargement and improvement of playground) namely omission of archway between Unit 2.2 and Unit 3.1, changes to internal layout of Unit 2.1 and Unit 3.1 to create larger units, lowering of roof lines, alteration to communal entrance to existing 97-116 Kiln Place, reconfiguration of bin stores and additional front entrance walls to 117 and 118 Kiln Place; and alteration to trigger of condition 18.

Drawing Nos:

Superseded: 116\_P\_01P Rev H; 116\_L\_001 Rev K; 116\_L\_101 Rev J; 116\_L\_201 Rev J; 116\_L\_002 Rev F; 116\_L\_102 Rev E; 116\_L\_202 Rev E; 116\_E\_05 Rev C; 116\_E\_06 Rev B; 116\_E\_07 Rev B; 116\_E\_08 Rev C; 116\_E\_09 Rev B; 116\_E\_10 Rev A; 116\_E\_11 Rev A; 116\_E\_12 Rev C; 116\_E\_13 Rev B; 116\_S\_03 Rev B; 116\_S\_04 Rev A; 116\_S\_05 Rev B;

Proposed: 116\_P\_01P Rev J; 116\_L\_001 Rev M; 116\_L\_101 Rev K; 116\_L\_201 Rev K; 116\_L\_002 Rev G; 116\_L\_102 Rev F; 116\_L\_202 Rev G; 116\_E\_05 Rev D; 116\_E\_06 Rev C; 116\_E\_07 Rev C; 116\_E\_08 Rev D; 116\_E\_09 Rev C; 116\_E\_10 Rev B; 116\_E\_11 Rev C; 116\_E\_12 Rev E; 116\_E\_13 Rev D; 116\_S\_03 Rev D; 116\_S\_04 Rev B; 116\_S\_05 Rev C; Cover letter prepared by Quod dated 4th October 2017; Root protection Plan 23318-01 rev 2

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from 31 March 2015, the date of the original permission ref 2014/6697/P.

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

- 2 For the purposes of this decision, condition no.2 of planning permission 2014/6697/P shall be replaced with the following condition:

#### REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; Planning Statement by Quod Planning dated October 2014 (As amended by letter from Quod dated August 2016); 116\_S\_01 Rev D; 02 Rev B; 06 Rev A; 116\_E\_01 Rev E; 02 Rev B; 03 Rev C; 04 Rev B; 14 Rev A and 15 Rev B; 23318\_01 Rev 2; Additional elevations and images; Tree survey overlay drawing; Arboricultural Method Statement by Tree Aware Ltd dated 26/9/2014; Arboricultural Impact assessment by Tree Aware Ltd dated 26/9/2014; Tree Survey by Tree Aware Ltd dated 23/01/2014; Habitat Survey by Ramboll dated October 2014; Design and Access Statement by Peter Barber Architects dated October 2014; Flood Risk Assessment by Ramboll dated October 2014; Daylight/Sunlight report dated 16/9/2014; Energy Strategy and CFSH Report by Ramboll dated 30/09/2014; Transport Statement by Ramboll dated September 2014; Construction Management Plan by JMP dated 16/7/2014; Geotechnical and Environmental desk study by Ramboll dated October 2014; Noise and vibration impact assessment by Ramboll dated October 2014 and Waste Assessment by Ramboll dated 20/10/2014; 116\_P\_01P Rev J; 116\_L\_001 Rev M; 116\_L\_101 Rev K; 116\_L\_201 Rev K; 116\_L\_002 Rev G; 116\_L\_102 Rev F; 116\_L\_202 Rev G; 116\_E\_05 Rev D; 116\_E\_06 Rev C; 116\_E\_07 Rev C; 116\_E\_08 Rev D; 116\_E\_09 Rev C; 116\_E\_10 Rev B; 116\_E\_11 Rev C; 116\_E\_12 Rev E; 116\_E\_13 Rev D; 116\_S\_03 Rev D; 116\_S\_04 Rev B; 116\_S\_05 Rev C

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

- 3 A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The

approved panel shall be retained on site until the work has been completed.

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 London Borough of Camden Local Plan 2017.

- 4 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the trees.

- 5 Prior to the commencement of either:  
a) the development;  
b) works in connection with the provision of new entrances to 81-96 Kiln Place; or  
c) works in connection with the playground;

Details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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 London Borough of Camden Local Plan 2017.

- 7 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct

impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 At least 28 days before development commences:
- (a) the written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas has been approved by the local planning authority 18/10/2017 (planning ref: 2017/3509/P); and
  - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.
- The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies C1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the commencement of development, other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition or works in relation to the provision of new entrances to 81-96 Kiln Place, or works in connection with the playground, details of secure and covered cycle storage areas for 22 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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 London Borough of Camden Local Plan 2017.

- 11 The development shall be carried out in accordance with the noise mitigation measures to ensure acceptable internal noise levels within the proposed residential units as set out in the Noise and vibration impact assessment by Ramboll dated October 2014 and no unit shall be occupied until the mitigation measures relevant to all units have been installed.



Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 12 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating at least 50% attenuation of all runoff.

The development shall incorporate the systems as approved which shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 13 No development shall take place on either;
- a) the development;
  - b) works in connection with the playground; or
  - c) works in connection with the provision of new entrances to 81-96 Kiln Place other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition, until full details of hard and soft landscaping and means of enclosure of all un-built, open areas prepared in consultation with the Councils transport department 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 A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 14 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. 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 A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

- 15 \* Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as

affordable housing and shall only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing, in line with the definition for such as set out within Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing as such may be; not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord 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.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies H4, H5, H6, H7 and DM1 of the London Borough of Camden Local Plan 2017.

- 16 \* Prior to first occupation of any of the residential units, the landowner shall ensure through agreement that occupiers of the new units are informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a residents parking bay; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies T2 and DM1 of the London Borough of Camden Local Plan 2017.

- 17 \* Code for Sustainable Homes

The development shall be implemented in accordance with the design stage Sustainability Assessment approved 28/06/2017 (planning ref: 2017/2173/P).

Prior to first occupation of the residential units, a post-completion certificate which demonstrates that the phase has achieved Level 4 shall be submitted to and approved in writing by the local planning authority.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 18 \* Service Management Plan

Prior to occupation of the development, a Servicing Management Plan (SMP) shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include details of the proposed layout and access routes and how they will accommodate appropriately sized servicing vehicles.

The development shall not be serviced other than in accordance with the SMP as approved.



Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

19 \* Local employment

The applicant and/or developer shall carry out the agreement approved by the local planning authority 18/10/2017 (planning ref: 2017/3509/P) to ensure the following:

a) an agreement with Kings Cross Construction Skills Centre to ensure that all job vacancies during the construction phases are registered with KSCSC at the same time as other recruitment efforts and all reasonable endeavours are used to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden,

b) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 2 construction trade apprentices employed for at least 52 weeks each

c) confirmation that the necessary measures to support and ensure the recruitment and training of each apprentice have been put in place;

d) an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 3 work placements of no less than 2 weeks each;

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

20 \* Local procurement

On or prior to Implementation, the developer shall 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.

The construction of the Development shall not be carried out otherwise than in accordance with the programme for local procurement approved 18/10/2017 (planning ref: 2017/3509/P).

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policies E1 and E2 of the London Borough of Camden Local Plan 2017.

21 \* The measures contained in the Construction Management Plan approved 11/08/2017 planning ref: 2017/3959/P shall at all times remain implemented during all works of construction and demolition. Where separate Construction Management Plans are submitted for the demolition and the construction phases the provisions of this condition will apply to both plans.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in

accordance with policies T1, T4 and A1 of the London Borough of Camden Local Plan 2017.

- 22 \* The development shall be carried out with the plans demonstrating the levels at the interface of the development with the boundary of the Property and the Public Highway approved 18/10/2017 (planning ref: 2017/3805/P).

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy T3 of the London Borough of Camden Local Plan 2017.

- 23 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be progress on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with \* in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy DM1 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reason for granting permission

The principle change is the removal of an arched entrance which is considered acceptable. The other changes are relatively minor and do not significantly affect the appearance and quality of the approved scheme.

The alteration to the communal entrance to the entrance at Blocks 97-104 and 105-116 is required as the approved scheme would have resulted in the loss of part of the garden of 105 Kiln Place. Therefore the fence would no longer be relocated and the new entrance door would front onto the pavement directly (similar to the approved scheme), facing the Kiln Place estate road as it turns the corner. Furthermore, three easy going steps (125mm risers) would be introduced to the approach to the door due to existing site levels. This would create an enhanced entrance and a greater sense of overlooking/natural surveillance.

The proposed changes are considered acceptable and would maintain a high quality of design and are consistent with the original objective of enhancing the existing estate.

The internal layout of Unit 2.1 (market sale) has been reconfigured. This changes the 88sqm dwelling from a 2-bed 3-person to a 2-bed 4-person unit. The internal layout of Unit 3.1 (social rent) has been reconfigured and the size of the unit increased by 10sqm. This changes the dwelling from a 1-bed 2-person to a 2-bed 3-person unit. One bedroom units are a lower priority and 2-bedroom units are a high priority for social rented so the proposed change would accord with the Council's dwelling size priorities. It would also provide a better mix overall in the social rented units (4 x 1-bed, 2 x 2-bed, 1 x 3-bed) with 57% 1-beds (rather than 71%).

The alteration to the trigger for the submission of the service management plan

(condition 18) is considered acceptable. The transport team has confirmed they have no objection to a relaxation of the timing of the discharge of Condition 18 from pre-commencement to pre-occupation.

One comment was received and has been duly taken into account. The planning and appeal history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies D1, H5, H7, C5, C6, T4, and A1 of the Camden Local Plan 2017. The development also accords with the NPPF and the London Plan 2016.

- 2 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission 2014/6697/P is subject otherwise to the same terms, drawings, conditions and obligations as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 4 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.
- 5 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 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](mailto:CIL@Camden.gov.uk)

- 6 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 7 The matters covered by conditions marked with an \* are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document.

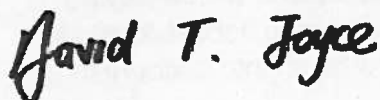
- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

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.

You can find advice about your rights of appeal at:

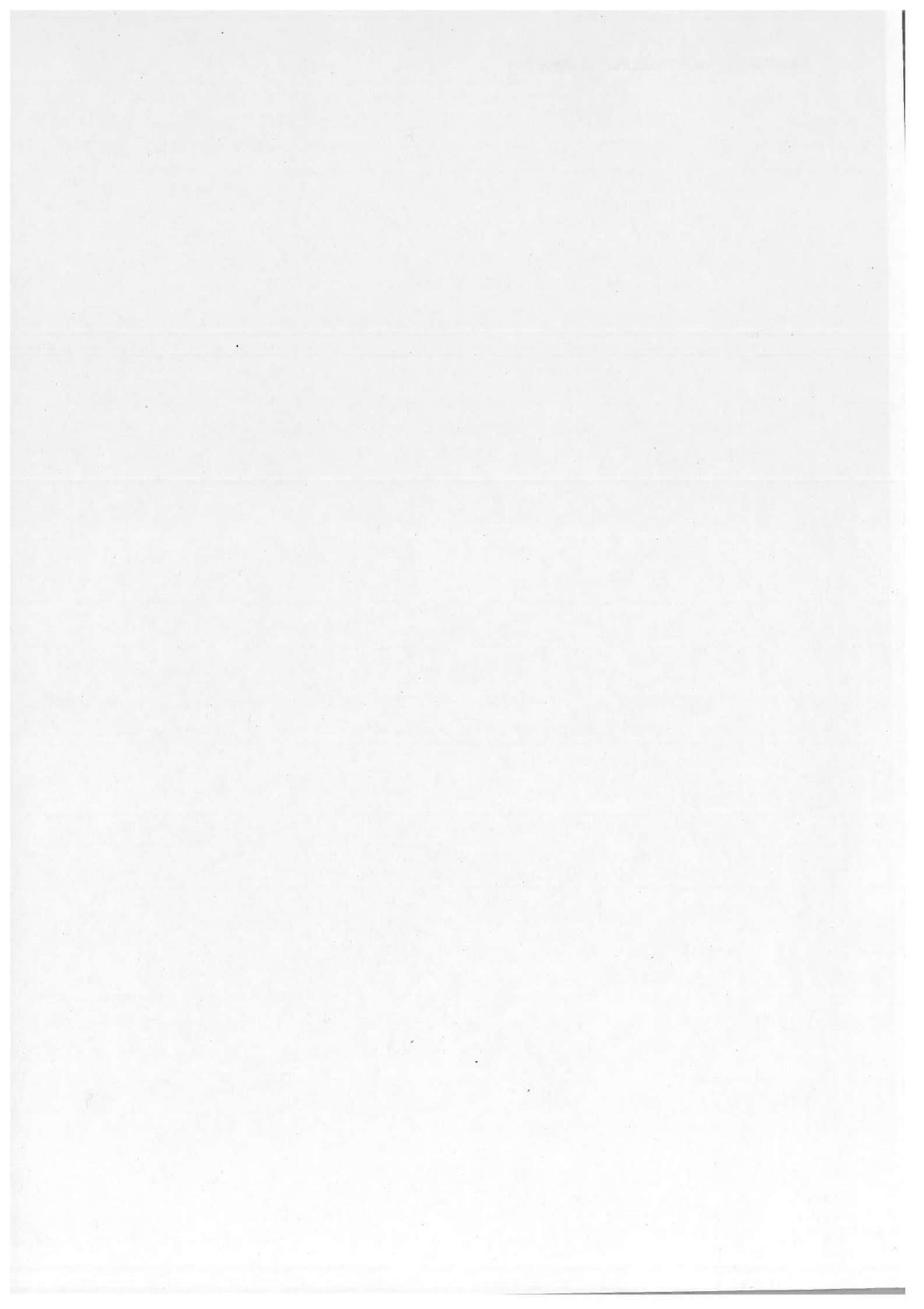
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce







**DATED**

**2017**

**(1) LIMITED**

**and**

**(2) MORTGAGEE PLC/LIMITED**

**and**

**(3) LESSEE/TENANT**

**and**

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

**AGREEMENT**  
**relating to land known as**

**Land at Kiln Place**

**(Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land  
between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of  
Kiln Place and playground between blocks 65-80 and 81-96)**

**London, NW5**

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

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

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

**CLS/ESA/1800.536 (final)**



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

**B E T W E E N:**

1. **APPLICANT LIMITED** (Co. Regn. No. \_\_\_\_\_ ) whose registered office is at \_\_\_\_\_ (hereinafter called "the Owner") of the first part
2. **MORTGAGEE** of \_\_\_\_\_ (hereinafter called " \_\_\_\_\_ ") of the second part
3. **[INTERESTED PARTY/LEASEHOLDER]** of [ \_\_\_\_\_ ] (hereinafter called the " \_\_\_\_\_ " of the third part]
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 LN172042 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 1 September 2017 and the Council resolved to grant permission conditionally under reference number 2017/4471/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 [The Mortgagee as mortgagee under a legal charge registered under Title Number \_\_\_\_\_ and dated \_\_\_\_\_ is willing to enter into this Agreement to give its consent to the same.]

## 2. DEFINITIONS

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "Affordable Housing"                      | low-cost housing including Social 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 |
| 2.2 | "the Agreement"                           | this planning obligation made pursuant to Section 106 of the Act   |
| 2.3 | "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  |
| 2.4 | "the Community Facilities                 |  |

Contribution”

the sum of £31,360 (thirty-one thousand three hundred and sixty 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 provision of and or improvement of community facilities in the vicinity of the Development

2.5 “the Community Working Group”

a community working group which has been established to address the concerns of neighbouring residents of the Property throughout the Construction Phase and to include (but not be restricted to) local ward councillors and residents from Elaine Grove and further to include (but not limited to):

- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with neighbouring residents; and
- (ii) details of how and at what intervals the appointed person will communicate with the neighbouring residents.

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 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 the 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) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (vii) 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; and

(viii) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council;

(ix) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.6(ix) hereof; and

(x) evidence that the Owner (in preparing the plan) has taken account of any reasonable representations received pursuant to sub-clause 2.6(ix) hereof

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 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

2.9 "the Development"

variation of condition 2 (approved drawings) and condition 18 (service management plan) of planning permission 2014/6697/P dated 31/03/2015 (as amended by 2016/2651/P dated 10/03/2017) (for development of 15 residential units on 6 sites across Kiln Place estate, following

demolition of foyer entrances and refuse storage area for blocks 1-64, 65-80, 81-96, 97-104, 105-116, 117-164 Kiln Place along with provision of new pathway and front entrances into lower maisonettes of 81-96 Kiln Place, enlargement and improvement of playground) namely omission of archway between Unit 2.2 and Unit 3.1, changes to internal layout of Unit 2.1 and Unit 3.1 to create larger units, lowering of roof lines, alteration to communal entrance to existing 97-116 Kiln Place, reconfiguration of bin stores and additional front entrance walls to 117 and 118 Kiln Place; and alteration to trigger of condition 18.

Site location plan; Letter prepared by Quod dated 11th May 2016; Amendments to Conditions Note prepared by Quod dated 6th September 2016; Email from Quod 19th January 2017 as shown on drawing numbers:-

Superseded: 116\_P\_01P Rev H; 116\_L\_001 Rev K; 116\_L\_101 Rev J; 116\_L\_201 Rev J; 116\_L\_002 Rev F; 116\_L\_102 Rev E; 116\_L\_202 Rev E; 116\_E\_05 Rev C; 116\_E\_06 Rev B; 116\_E\_07 Rev B; 116\_E\_08 Rev C; 116\_E\_09 Rev B; 116\_E\_10 Rev A; 116\_E\_11 Rev A; 116\_E\_12 Rev C; 116\_E\_13 Rev B; 116\_S\_03 Rev B; 116\_S\_04 Rev A; 116\_S\_05 Rev B;

Proposed: 116\_P\_01P Rev J; 116\_L\_001 Rev M; 116\_L\_101 Rev K; 116\_L\_201 Rev K; 116\_L\_002 Rev G; 116\_L\_102 Rev F; 116\_L\_202 Rev G; 116\_E\_05 Rev D; 116\_E\_06 Rev C; 116\_E\_07 Rev C; 116\_E\_08 Rev D; 116\_E\_09 Rev C; 116\_E\_10 Rev B; 116\_E\_11 Rev C; 116\_E\_12 Rev E; 116\_E\_13 Rev D; 116\_S\_03 Rev D; 116\_S\_04 Rev B; 116\_S\_05

2.10 "the Education  
Contribution"

the sum of £42,358 (forty-two thousand three hundred and fifty-eight 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 educational needs arising in the London Borough of Camden

2.9 "the Environmental Improvements  
Contribution"

the sum of £15,000 (fifteen 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.

2.11 "the Highways  
Contribution"

the sum of £49,590 (forty-nine thousand five hundred and ninety 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) to repave that part of the footway situated between the access to the Property on Lamble Street and the access to the Property on Grafton Road; and

- (ii) any other works reasonably required as a direct result of the Development (such works as considered necessary by the Council acting reasonably)

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 undertaker's works and excludes any statutory undertaker's costs

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 "King's Cross Construction Skills Centre"

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

2.14 "the Level Plans"

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

2.15 "Local Procurement Code"

the code at the Third Schedule annexed hereto

2.16 "Occupation Date"

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

2.17 the Off-Site Sustainability Measures Contribution

the sum of £9,180 (nine thousand one hundred and eighty 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 vicinity of the Development

2.18 "the Parties"

the Council the Owner [and the Mortgagee]

2.19 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 1 September 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4471/P subject to conclusion of this Agreement

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"

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

2.22 "the Property"

the land known as Land at Kiln Place, , Land at Kiln Place (Blocks 1-64 65-80 81-96 97-104 105-116 117-164; entrance ways into 81-96; land between 81-96 and 117-164; land between Kiln Place and Meru Close; land to east of Kiln Place and playground between blocks 65-80 and 81-96) London, NW5 the same as shown edged red on the plan at the Fifth Schedule 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 £24,216 (twenty-four thousand two hundred and sixteen 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
- 2.9 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.9 "Regulator" the Home and Communities Agency and any successor organisation
- 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
- 2.10 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-



- (i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (ii) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
- (iii) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.xx Social Rented Housing Units"

the seven (7) units of Social Rented Housing (forming part of the Affordable Housing) comprising 5 x one-bedroom units and 1 x two-bedroom unit and 1 x three bedroom unit the same as shown edged red on the plan at the Sixth Schedule annexed hereto

2.27 "the Service Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (i) a requirement for delivery vehicles to unload from a specific suitably located area;
- (ii) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (iii) measures to avoid a number of delivery vehicles arriving at the same time;
- (iv) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (v) likely nature of goods to be delivered;
- (vi) the likely size of the delivery vehicles entering the Property;
- (vii) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (viii) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (ix) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the

drawings submitted and agreed with the Council;

- (x) details of arrangements for refuse storage and servicing; 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

2.28 "the Sustainability Plan"

a plan 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 include:-

- (i) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (ii) a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and
- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of

the Property 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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 as aforesaid, and 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 and 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 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 3.9 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 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 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 4.1.1 of this Agreement.

4.2 **COMMUNITY FACILITIES CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay in full to the Council the Community Facilities Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received in full the Community Facilities Contribution.

### 4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 Prior to the Implementation Date to provide to the Community Working Group for comments a draft Construction Management Plan.

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

4.3.3 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.

4.3.4 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.

4.3.5 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in 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.

### 4.4 **EDUCATION CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.



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

#### 4.5 HIGHWAYS

4.5.1 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.

4.5.2 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.

4.5.3 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 undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.5.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works together with (upon written request) a breakdown detailing how the Highways Contribution has been spent.

4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days (14) of the issuing of the said certificate pay to the Council the amount of the excess.

4.5.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen (14) days of issuing the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

#### 4.6 LOCAL EMPLOYMENT

4.6.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the workforce is comprised of residents of the London Borough of Camden.

4.6.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 hereof the Owner shall use reasonable endeavours to work in partnership with (a) King's Cross Construction Skills Centre; and (b) take the following specific measures to ensure:-

- (i) 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;
- (ii) 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;
- (iii) that at all times during the Construction Phase no less than two (2) work placements shall be provided at the Development always ensuring each work placement (as the case may be) shall be:-
  - (a) recruited through the King's Cross Construction Skills Centre;
  - (b) placed for a period of not less than 2 weeks; and
  - (c) paid at a rate not less than the national minimum wage.
- (iv) 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 (a) what skills and employment are needed through the life of the programme, and (b) measures to ensure that these needs are met as far

as possible through the provision of local labour from residents of the London Borough of Camden; and

- (v) 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.

4.6.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than one (1) 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.

4.6.4 Pursuant to Clause 4.6.3 hereof the Owner shall pay to the Council the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.6.5 During the Construction Phase the Owner shall use reasonable endeavours to 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.

#### **4.7 LOCAL PROCUREMENT**

4.7.1 Prior to Implementation to agree a programme (to include liaison with the Council's procurement service known as "i-CAM2" or any successor service) during the Construction Phase 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.

4.7.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.7.4 To use reasonable endeavours 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.

#### **4.8 OFF-SITE SUSTAINABLE MEASURES CONTRIBUTION**

4.8.1 Prior to the Implementation Date to pay to the Council the Off-Site Sustainability Measures Contribution in full.

4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Off-Site Sustainability Measures Contribution in full.

#### **4.9 PUBLIC OPEN SPACE CONTRIBUTION**

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

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

#### **4.10 SERVICE MANAGEMENT PLAN**

4.10.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

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

4.10.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Service Management Plan (unless agreed otherwise by the Council in writing).

#### **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 accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan (unless agreed otherwise by the Council in writing).

#### **4.12 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

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

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

#### 4.13 **AFFORDABLE HOUSING**

4.13.1 To commence all works of construction conversion and fitting out necessary to make the Social 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 reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.13.2 To ensure that the Social Rented Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator

4.13.3 Not to occupy or allow occupation of any part of the Development until such time as:

- (i) the Social Rented Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Social Rented Housing Units have been completed in accordance with the requirement of Sub-Clause 4.13.1 hereof.

4.13.4 To ensure that the Social 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.

4.13.5 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator

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

5. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

- 5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.
- 5.3 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) in relation to the carrying out of the Highways Works and if the Council requires any further works to be undertaken to the highway in addition to those set out in 2.11(i) or introduce traffic management orders or measures reasonably required as a consequence of the Development it will liaise with the Owner and advise of the additional measures as soon as reasonably possible.
- 5.4 The Council shall act reasonably when seeking to enforce any of the terms of this Agreement including where practicable to notify the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations.

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

- 6.1 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.



- 6.2 Within seven (7) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2017/4471/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested in writing) provide through its Planning Obligations Monitoring Officer confirmation of compliance and/or (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request) 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.
- 6.6 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 2017/4471/P.

- 6.7 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 quoting the planning reference 2017/4471/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.
- 6.8 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.
- 6.9 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 (3) 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

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

- 6.10 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.

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

- 7.1 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 2017/4471/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 The Owner hereby covenants with the Council that it will within twenty-eight (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.
- 7.5 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.
- 7.6 Neither the Owner the \_\_\_\_\_ or 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.

- 7.7 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.
- 7.8 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.
- 7.9 The Director of Development agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter attached hereto.

#### **MORTGAGEE EXEMPTION**

- 7.10 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.13 (Affordable Housing) hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Social Rented Housing Units nor any receiver 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 Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
  - (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Social Rented Housing Units.

(iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Social Rented Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Social 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 Social Rented Housing Units and shall cease to bind the Social Rented Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Social 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 4.13 hereof as will any person deriving title therefrom.

7.11 For the purposes of Clause 7.10(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 2017/4471/P for the Default Notice to be properly served:-

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

7.12 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 4.13.

7.13 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale to such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provide 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).

[8. **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 7.4 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.]

[9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

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

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

**OR**

**IN WITNESS** whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

**THE COMMON SEAL OF/**  
**EXECUTED AS A DEED BY**  
**LIMITED**  
**was hereunto affixed**  
**in the presence of:-/**  
**acting by a Director and its Secretary**  
**or by two Directors**

)  
)  
)  
)  
)  
)  
)

.....

**Director**

.....

**Director/Secretary**

**EXECUTED AS A DEED BY** )

**in the presence of:** )

.....

**Witness Signature**

**Witness Name**

**Address**

**Occupation**

**EXECUTED as a Deed** )

**By Mortgagee** )

**by** )

**in the presence of:-** )

.....

**THE COMMON SEAL OF THE MAYOR** )

**AND BURGESSES OF THE LONDON** )

**BOROUGH OF CAMDEN was hereunto** )

**Affixed by Order:-** )

.....

**Authorised Signatory**



## **THE FIRST SCHEDULE**

### **Construction Management Plan Air Quality and Carbon Reduction**

**Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.**

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

#### **A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant**

- a) Low emission plant fitted with catalyts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalyts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

#### B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

#### C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

## **THE SECOND SCHEDULE**

### **Construction Management Plan Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative effects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating HGVs must meet all of the following conditions:-
  - 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.



- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
  - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

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



**THE THIRD SCHEDULE**  
**LOCAL PROCUREMENT CODE**

**1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 agreements/undertaking 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

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

#### **2.1 Actions & Responsibilities of Main Contractor**

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

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

## **2.2 Actions and Responsibilities of Sub-Contractors**

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
  - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

**Fitting out by tenants**

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

**Facilities Management**

The Owner and their agents shall use reasonable endeavours 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.

The Council will assist the developer, 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**  
**DRAFT PLANNING PERMISSION**

**THE FIFTH SCHEDULE**  
**PLAN OF THE PROPERTY**

**THE SIXTH SCHEDULE**  
**SOCIAL RENTED HOUSING UNITS**