

DATED 3RD OCTOBER 2011

(1) TRAVIS PERKINS (PROPERTIES) LIMITED

and

(2) LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP

and

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

A G R E E M E N T
relating to land known as
11-13 ST PANCRAS WAY, LONDON NW1 0PT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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London Borough of Camden
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Judd Street
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CLS/COM/JL/1685.1074
vfinal

THIS AGREEMENT is made the 3rd day of October 2011

BETWEEN:

1. **TRAVIS PERKINS (PROPERTIES) LIMITED** (Co. Regn. No. 468026) whose registered office is at Lodge Way House, Lodge Way, Harlestone Road, Northampton, NW5 7UG (hereinafter called "the Freeholder") of the first part
2. **LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP** (Co. Regn. No. LP14137) whose office is The Core, 40 St Thomas Street, Bristol, BS1 6JZ acting by its general partners LDC (St Pancras Way) GP1 Limited (Co. Regn. No. 07359501) and LDC (St Pancras Way) GP2 Limited (Co. Regn. No. 07359428) both of whose registered office is at The Core, 40 St Thomas Street, Bristol, BS1 6JZ (hereinafter called "the Developer") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL421111.
- 1.2 The Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Developer is the beneficiary of a Contract for Sale dated 2 July 2010 in respect of part of the Property under Title Number NGL421111 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 7 April 2011 and the Council resolved to grant permission conditionally under reference number 2011/1586/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 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.
- 1.7 For that purpose the Freeholder and Developer are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 Accessible Accommodation Plan" a plan securing the following:-
 - (a) the provision of Wheelchair Accessible Units within the Student Accommodation meeting the minimum requirements of Part M of the Building Regulations 2000 (as amended) as updated from time to time;
 - (b) measures to ensure the Student Accommodation is easily accessible to residents and visitors to the Development who are wheelchair users; and
 - (c) principles of inclusive design inform and are fully integrated within the Development
- 2.2 "the Act" the Town and Country Planning Act 1990 (as amended)

- 2.3 "Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "Bridge Works Contribution" the sum of £200,000 (two hundred 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 towards the costs of a new foot/ cycle bridge to be constructed over the canal in the vicinity of the Property ("the Bridge Works").
- 2.5 "Builders Merchant Accommodation" the area within the Development at ground floor and part mezzanine level to be used as purpose built builders merchant (sui generis) accommodation including ancillary accommodation incorporating a sales area and offices.
- 2.6 "Camden Apprenticeships" the apprenticeship service provided by the Council's Economic Development Team
- 2.7 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.8 "the Community Facilities Contribution" the sum of £93,100 (ninety three thousand and one hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of new and existing community facilities in the vicinity of the Property

2.9 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

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

(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

2.10 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing buildings

2.11 "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

2.12 "the Development"

Erection of part 6, 7, 8 and 10 storey building comprising 3,877 sqm builders merchant (Class Sui Generis) at ground and part mezzanine level and 563 student bedspaces with ancillary student facilities to the upper floors as shown on

drawing numbers 0500 -001; -002 rev A, -003 rev A; -004 rev A; -005; -006; -102 rev D; -103 rev E; -104 rev D;-105 rev D; -106 rev D; -107 rev D; -108 rev D; 109 rev D; -110 rev C; -111 rev C; -112 rev D; -220 rev C; -221 rev C; -222 rev C; -223 rev C; -225 rev B; schedule of accommodation; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011;Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of Community Involvement dated 25 March 2011;Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and External Building Fabric Report, dated 14 June 2011 rev 3.

2.13 "the Employment Contribution"

the sum of £10,000 (ten 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 towards the provision of the apprentice placement and support service and local procurement service within both:-

- (a) the vicinity of the Development; and
- (b) the London Borough of Camden.

2.14 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development in accordance with the measures set out in the submission document entitled *Energy and Sustainability Statement* dated 25 March 2011 with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) energy efficient building design and technology measures to achieve a target reduction of at least 2.7% carbon emissions;
- (b) use of a gas fired Combined Heat and Power unit to generate a proportion of the Developments heating and hot water requirements to achieve a target reduction of at least 39% carbon emissions;
- (c) measures to enable future connection to a local energy network at the boundary of the Property;
- (d) details of how the Owner will further reduce the Development's carbon emissions by a target of at least 8.45% from renewable energy technologies

located on the Property using a combination of complementary low and zero carbon technologies including air source heat pumps in the Builders Merchant Accommodation and 320m² of roof top PV Panels;

- (e) 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 Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (f) 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 Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

- 2.15 "the Environmental Contribution" the sum of £25,000 (twenty five 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 and/ or Transport for London in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development including road safety improvements at the junction of St Pancras Way and Camden Road
- 2.16 "the Feasibility Study" the study into the feasibility of the Bridge Works.
- 2.17 "the First User Group" any Student enrolled full time on a higher education course at a higher educational institution funded by the Higher Education Funding Council for England (or its successor bodies) such institution to be located wholly or partly in the Borough of Camden or its adjoining boroughs or such other Institution as approved by the Council in writing.
- 2.18 "the Health Care Contribution" the sum of £81,832 (eighty one thousand eight hundred and thirty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt towards the provision of health care within both:-
(a) the vicinity of the Development; and
(b) the London Borough of Camden
- 2.19 "the Highways Contribution" the sum of £95,000 (ninety five 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 event of receipt for the carrying out of works to the public

highway and associated measures in the vicinity of the Property ("the Highways Works") such works to include the following:

- (i) £30,000 contribution towards the Feasibility Study
- (ii) £65,000 towards reinstating the footway on St Pancras Way and College Grove

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.20 "the Implementation Date"

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

2.21 "King's Cross Construction"

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

2.22 "Legible London Contribution"

the sum of £28,000 (twenty eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council and/ or Transport for London in the event of receipt towards Camden's Pedestrian, Environmental and Safety Improvement Initiative for the provision of street furniture consolidation, de-cluttering, pedestrian accessibility, footway

		improvements, pedestrian signage and way finding initiatives in the vicinity of the Property within the London Borough of Camden
2.23	"the Level Plans	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.24	"Local Procurement Code"	the code annexed to the Third Schedule hereto
2.25	"On Street 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 occupants of the locality in which the Development is situated
2.26	"On Street 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 an On Street Parking Bay
2.27	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.28	"the Owner"	The Freeholder and Developer together
2.29	"the Parties"	mean the Council the Freeholder and the Developer
2.30	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 7 April 2011 for which a resolution to grant permission has been passed conditionally under reference number

2011/1586/P subject to conclusion of this Agreement

- 2.31 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.32 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.33 "the Property" the land known as 11-13 St Pancras Way, London NW1 0PT the same as shown shaded grey on the plan annexed hereto
- 2.34 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.35 "Public Open Space Contribution" the sum of £285,965.65 (two hundred and eighty five thousand nine hundred and sixty five pounds and sixty five pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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

CGMS Limited
Morley House
26 Holborn Viaduct
London
EC1A 2AT

Application Ref: 2011/1586/P

21 July 2011

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
11-13 St Pancras Way
London
NW1 0PT

DECISION
Proposal:

Erection of part 6, 7, 8 and 10 storey building comprising 3,877 sqm builders merchant (Class Sui Generis) at ground and part mezzanine level and 563 student bedspaces (Class Sui Generis) with ancillary student facilities to the upper floors.

Drawing Nos: 0500 -001; -002 rev A, -003 rev A; -004; -005; -006; -102 rev D; -103 rev E; -104 rev D; -105 rev D; -106 rev D; -107 rev D; -108 rev D; 109 rev D; -110 rev C; -111 rev C; -112 rev D; -220 rev C; -221 rev C; -222 rev C; -223 rev C; -225 rev B; -300 rev A; schedule of accommodation; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011; Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of Community Involvement dated 25 March 2011; Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and

External Building Fabric Report, dated 14 June 2011 rev 3.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The student accommodation hereby approved shall not provide more than 563 single bedspaces.

Reason: To ensure that the accommodation is not occupied by more residents than it was designed for, resulting in a detrimental impact on the standard of the accommodation, a greater impact on the amenities of the local environment and the transport network in accordance with the requirements of DP9, DP16 and DP26, of the London Borough of Camden LDF Development Policies (2010).

- 3 The 'cluster flats' as shown in the drawings hereby approved shall not be sub-divided or self-contained.

Reason: To ensure that the accommodation provides a range of student accommodation including flats with shared facilities in accordance with the requirements of DP9 of the London Borough of Camden LDF Development Policies (2010).

- 4 The development hereby permitted shall be carried out in accordance with the following approved plans: 0500 -001; -002 rev A, -003 rev A; -004 rev A; -005; -006; -102 rev; -103 rev E; -104 rev D; -105 rev D; -106 rev D; -107 rev D; -108 rev D; 109 rev D; -110 rev C; -111 rev C; -112 rev D; -220 rev C; -221 rev C; -222 rev C; -223 rev C; -225 rev B; schedule of accommodation; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011; Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student

Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of Community Involvement dated 25 March 2011; Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and External Building Fabric Report, dated 14 June 2011 rev 3.

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

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

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door including ground floor shopfronts and entrances at a scale of 1:10 with typical glazing bar details at 1:1.

b) Typical details (Plan, elevation and section drawings) including materials, finish and method of fixing at a scale of 1:10 with perforation detailed and sections at a scale of 1:5 of the

- i) cladding panels;
- ii) metal frames;
- iii) stair-cores;
- iv) mesh screens.

c) Typical details of gates, fencing and means of enclosure including materials, manufacturer specification, finish and method of fixing to the plinth and frame at a scale of 1:10 with perforation detailed and sections at a scale of 1:5

d) Plan, elevation and section drawings of all stair-cores, refuse and bicycle stores at a scale of 1:10

e) Samples and manufacturer's details of new facing materials including full scale sample panel of the facing brickwork of no less than 1m by 1m including junction with window opening and 'cut-out' demonstrating the proposed colour, texture, face-bond and pointing

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The relevant part of the works shall then be carried in accordance with the approved details

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies..

- 6 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 premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No plant or machinery shall be installed on the external parts of the building other than in the areas indicated as plant rooms on the approved plans.

Reason: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Technical specification details of the mechanical plant to be installed within the plant areas shown on the submitted floor plans approved, together with an accompanying acoustic report, shall be submitted to and approved by the local planning authority prior to installation of this plant. The plant shall not be operated other than in complete accordance with such measures as may be approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences details of anti vibration measures and sound insulation to windows, walls, floors and ceilings, or other parts of the building (as necessary) to the proposed student accommodation against external noise and vibration from the surrounding area, and the ground floor commercial unit shall be submitted to and approved in writing by the local planning authority. Glazing to the residential units and the proposed whole house ventilation system shall achieve "good" internal noise levels as per BS 8233 and the WHO internal noise levels guides and these levels shall be permanently retained and maintained thereafter. The development shall only be carried out in accordance with any such approved details and any such sound insulation and anti vibration measures approved shall be

implemented prior to any occupation of the proposed student accommodation and shall be permanently retained thereafter.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 No meter boxes, flues, vents, pipes, telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the street and return elevations of the new buildings or any elevations that can be seen from the highway, without the prior written consent of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 11 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 12 All hard and soft landscaping works shall be carried out to a reasonable standard 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 whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 14 The parking spaces designed to wheelchair user standards shall be provided before the relevant part of the development is occupied and shall be permanently maintained and retained thereafter. Only vehicles used by disabled blue badge parking permit holders shall be permitted to use these spaces

Reason: In order to satisfactorily provide for the wheelchair users in accordance with Appendix 6 of Supplementary Planning Guidance, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 15 No loading or unloading of goods by vehicles arriving at or departing from the ground floor commercial unit shall be carried out otherwise than within the curtilage of the building.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies..

- 16 Before the development is occupied the service road and unloading area within the site shall be clearly marked out in thermoplastic paint stating "No Parking". Thereafter, at no time shall any goods, vehicles, plant equipment or other obstruction be left in this area and the markings shall be permanently maintained and retained unless prior written consent is given by the Council.

Reason: In order to satisfactorily provide for the movement of vehicles within the site and in the interests of highways and pedestrian safety in accordance with Appendix 6 of Supplementary Planning Guidance, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to occupation of the building hereby approved the proposed internal cycle storage areas at ground and mezzanine floor levels (142 josta 2-tier spaces and 16 sheffield stand spaces) as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall therefore be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 of the London Borough of Camden Local Development Framework Development Policies..

- 19 In the event that additional significant contamination is found at any time when implementing the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must then be undertaken in accordance with the requirements of CLR11, and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority prior to occupation of any part of the development hereby approved.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous use of the site in accordance with the requirements of Planning Policy Statement 23: Planning and Pollution Control (2004).

- 20 Prior to commencement on the relevant part of the development hereby approved details of all external lighting to include location, design, specification, fittings and fixtures (including means of reducing light spillage) shall be submitted to and approved in writing by the local planning authority. The building shall not be occupied until the relevant approved details have been implemented. These works shall be permanently retained and maintained thereafter.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to ensure the development includes measures which seek to address personal safety, security and crime prevention, and to conserve biodiversity by minimise light pollution in accordance with the requirements of policies CS14, CS15, CS17 of the London Borough of Camden Local Development Framework Core Strategy and DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 21 The details of the solar panels to be used on the buildings shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. Such details shall include a scale roof plan, elevation, sections and manufacturers details. The relevant part of the development shall thenceforth not be occupied without the installation of such technologies. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises, the setting of the neighbouring listed buildings and the character of the conservation area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 22 Detailed drawings of the student bedrooms designed to meet wheelchair housing standards, or designed so that they can be easily adapted to meet them, as identified in the submitted drawings and documents shall be submitted to and approved in writing by the local planning authority prior to commencement of the relevant part of the development. The student bedrooms hereby approved, shall be provided in accordance with the details thus approved prior to occupation of the building and shall be permanently maintained and retained thereafter.

Reason: To ensure that the accessible student bedrooms are suitable for wheelchair users or can be easily adapted to meet them in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and and DP6 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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 2363).
- 2 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to policies CS1 Distribution of growth, CS2 Growth areas CS3 Other highly accessible areas, CS4 Areas of more limited change, CS5 Managing the impact of growth and development, CS6 Providing quality homes, CS8 - Promoting a successful and inclusive Camden economy, CS10 Supporting community facilities and services, CS11 Promoting sustainable and efficient travel, CS13 Tackling climate change through promoting higher environmental standards, CS14 Promoting high quality places and conserving our heritage, CS15 Protecting and improving our parks and open spaces and encouraging biodiversity, CS16 Improving Camden's health and well-being, CS17 Making Camden a safer place,

CS18 Dealing with waste and encouraging recycling, CS19 Delivering and monitoring the Core Strategy, and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP2 Making full use of Camden's capacity for housing, DP3 Contributions to the supply of affordable housing, DP6 Lifetime homes and wheelchair housing, DP9 Student housing, bedsits and other housing with shared facilities, DP13 employment premises and sites, DP15 Community and leisure uses, DP16 The transport implications of development, DP17 Walking, cycling and public transport, DP18 Parking standards and limiting the availability of car parking, DP19 - Managing the impact of parking

DP20 Movement of goods and materials, DP21 Development connecting to the highway network, DP22 Promoting sustainable design and construction, DP23 Water, DP24 Securing high quality design, DP25 Conserving Camden's heritage, DP26 Managing the impact of development on occupiers and neighbours, DP28 Noise and vibration, DP29 Improving access, DP30 Shopfronts, DP31 Provision of, and improvements to, public open space and outdoor

- 3 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.

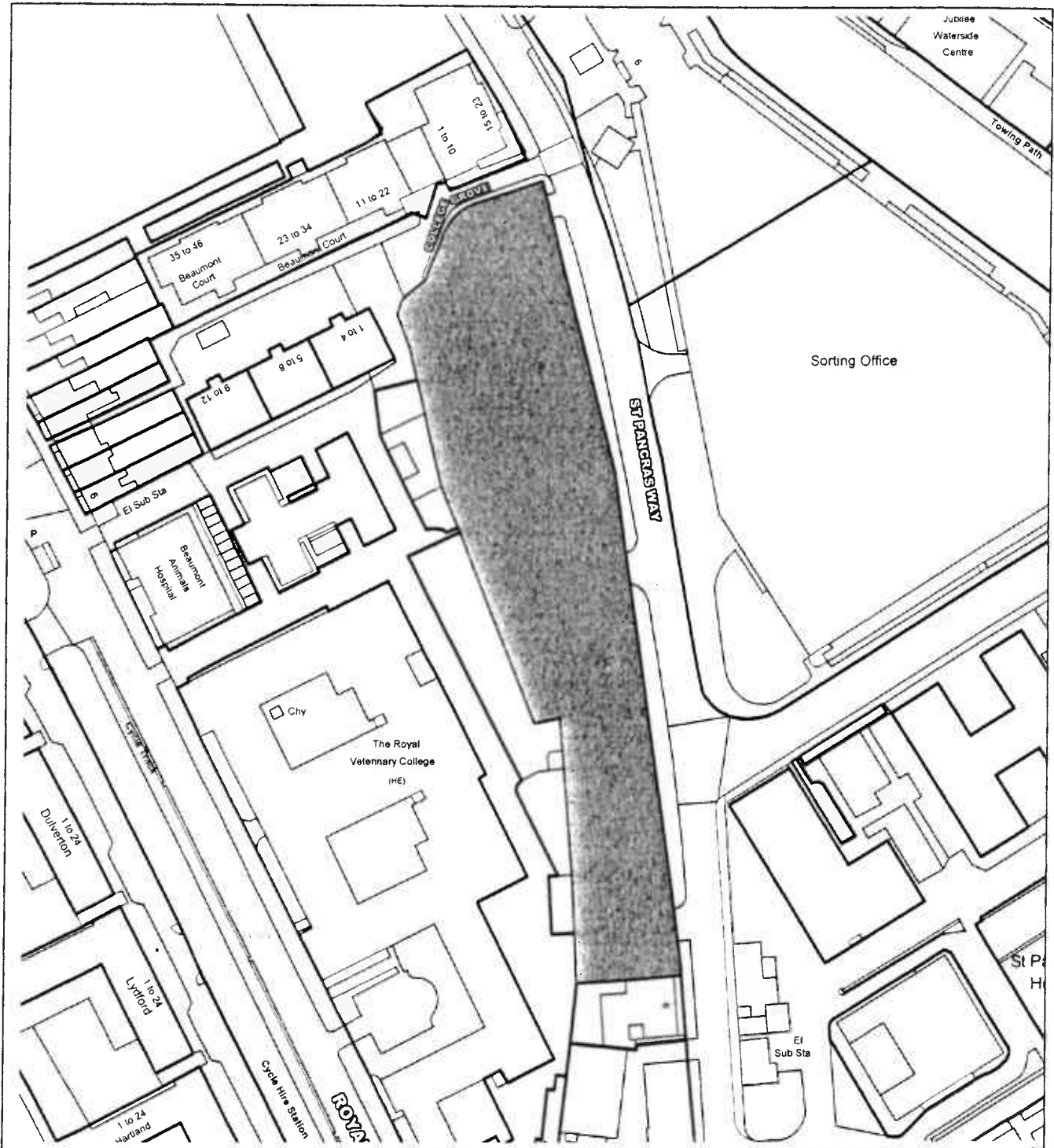
- 4 Condition ?? requires that you submit further details of the green roofs to the local planning authority for approval. You are advised that the green roof should not be constructed of sedum, a deeper substrate should be provided in order to allow for a wildflower meadow to be established which would have a higher biodiversity value. Similarly, you are advised that the brown roof should have some spatial heterogeneity in the form of varied depths, with mounding features and a variety of particle sizes. This is more beneficial in terms of providing a diverse habitat.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

11-13 St Pancras Way, London NW1



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2.36 "the Second User Group"

any student enrolled in an education course during the months of June July August and part of September the duration of which is no more than 20 weeks in any given year at an institution approved by the Council in writing

2.37 "the Servicing Strategy"

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 Student Accommodation securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following where appropriate:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;

- (g) 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
- (h) 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
- (i) 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;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.38 "Shell and Core"

the completion of the Builders Merchant Accommodation which shall where appropriate include the following works together with all main service entries ready for final fit out:

- (a) provision of all floor wall and ceiling finishes as appropriate;
- (b) provision of staff toilets;

- (c) provision of technical and electrical services into the accommodation areas (including air conditioning heating lighting fire alarms and controls as appropriate); and
- (d) finishes to cores and receptions (if any)

- 2.39 "Student" any student in the First User Group or the Second User Group and reference to "Students" shall be construed accordingly
- 2.40 "the Student Accommodation" the four brick clad blocks within the Development ranging from 5-9 storeys on top of the ground floor level to be used as student accommodation
- 2.41 "the Student Accommodation Requirement" a requirement that Student Accommodation shall be occupied for no purpose other than as housing available for letting to Students within the First User Group ALWAYS PROVIDED THAT during the months of June July August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied by Students within the First User Group or the Second User Group.
- 2.42 "Student Management Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation incorporating the elements set out in the "Code of Practice for the Management of Student Housing" as amended from time to time.

2.43 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) in relation to the Builders Merchant Accommodation be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 68% of the credits in Energy 66% of the credits in Water and 64% of the credits in Materials categories;
- (b) in relation to the Student Accommodation be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 78% of the credits in Energy 60% of the credits in Water and 47% of the credits in Materials categories;
- (c) include 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 and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (d) include 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

- 2.44 "TfL Cycle Hire Contribution" the sum of £132,000 (one hundred and thirty two 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 and/or Transport for London in the event of receipt towards the provision of a Transport for London cycle hire docking station in the vicinity of the Development
- 2.45 "the Travel Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
- 2.46 "The Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-
- (a) the elements set out in the Fourth Schedule hereto;

- (b) the Servicing Strategy
- (c) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated where required upon receipt of results of the review (including inter alia the provision of additional cycle parking) and the plan is further approved in writing by the Council;
- (d) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review (including inter alia the provision of additional cycle parking) and the plan is further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

2.47 "Wheelchair Accessible Units"

the twenty eight (28) units that are designed and fully fitted out to be wheelchair accessible and the twenty one (21) units that are easily adaptable for residents who are wheelchair users as shown marked on Plan 4

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **ACCESSIBLE ACCOMMODATION PLAN**

- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the draft Accessible Accommodation Plan.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Accessible Accommodation Plan as demonstrated by written notice to that effect.
- 4.1.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being managed in strict accordance with the Accessible Accommodation Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Student Accommodation otherwise than in strict accordance with the requirements of the Accessible Accommodation Plan.

4.2 **CAR CAPPED**

- 4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any unit forming part of the Development each new occupant 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 an On Street Parking Permit to park a vehicle in an On Street Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department) identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 **COMMUNITY FACILITIES CONTRIBUTION**

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

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

4.4 **CONSTRUCTION MANAGEMENT PLAN**

4.4.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

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

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

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

4.5 **EMPLOYMENT CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to pay to the Council the Employment Contribution in full.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment Contribution in full.

4.6 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

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

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

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

4.6.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Builders Merchants Accommodation at any time when the Builders Merchants Accommodation is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Builders Merchants

Accommodation otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 ENVIRONMENTAL CONTRIBUTION

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

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

4.8 HEALTHCARE CONTRIBUTION

4.8.1 On or prior to the Implementation Date to pay to the Council the Healthcare Contribution in full.

4.8.2 Not to Implement or permit Implementation until such time as the Council has received the Healthcare Contribution in full

4.9 HIGHWAYS CONTRIBUTION

Bridge Works

4.9.1 Having regard to the results of the Feasibility Study and in the event that the Council reasonably consider that the Bridge Works are achievable and deliverable the Council may by written notice served on the Owner within 5 years of completion of the Feasibility Study require the Owner to pay to the Council within 28 days of the said notice the Bridge Works Contribution ALWAYS PROVIDED that the Feasibility Study is completed within 5 years of receipt of the Highways Contribution.

4.9.2 The Owner shall pay to the Council the Bridge Works Contribution within 28 days of the notice referred to in Clause 4.9.1 above.

Highways Works

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

4.9.4 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

- 4.9.5 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.9.6 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.9.7 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.9.8 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works together with (upon written request) accounts detailing how the Highways Contribution has been spent.
- 4.9.9 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.9.10 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.10 LEGIBLE LONDON CONTRIBUTION

- 4.10.1 On or prior to the Implementation Date to pay to the Council the Legible London Contribution in full.
- 4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Legible London Contribution in full.

4.11 LOCAL EMPLOYMENT

During the Construction Phase

- 4.11.1 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 work force is comprised of residents of the London Borough of Camden.

4.11.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

- a) 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;
- b) King's Cross Construction is notified of all vacancies arising from the building contract for the Development for employees self-employees contractors and sub-contractors;
- c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) 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 and employed during the Construction Phase.

4.11.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than three construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) A resident of the London Borough of Camden or a Camden care leaver;
- (ii) recruited through the Kings Cross Construction Skills Centre;
- (iii) employed for a period of not less than 52 weeks;
- (iv) paid at a rate not less than the national minimum wage;
- (v) supported through pay day release to undertake relevant training; and

- (vi) be provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs.

always provided that the employment of any construction trade apprentice may be terminated if the apprentice does not meet the reasonable standards required by the Owner's contractor.

Post Completion

4.11.4 The Freeholder shall use all reasonable endeavours to ensure that at all times after completion of the Builders Merchant Accommodation no less than two apprentices shall be employed at the Builders Merchant Accommodation always ensuring each apprentice shall be:-

- (i) A resident of the London Borough of Camden or a Camden care leaver aged 16-24 years;
- (ii) recruited through Camden Apprenticeships;
- (iii) employed for a period of not less than 2 years;
- (iv) paid at a rate not less than the national minimum wage;
- (v) supported through pay day release to undertake relevant training; and
- (vi) be provided with on the job training and supervised on site by an experienced operative.

always provided that the employment of any apprentice at the Builders Merchant Accommodation may be terminated if the apprentice does not meet the reasonable standards required by the Freeholder's contractor.

4.12 LOCAL PROCUREMENT

4.12.1 Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to

bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.

4.12.2 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.

4.12.3 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 required by the Council to remedy such non-compliance.

4.12.4 To use commercially 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.

4.13 **OCCUPATION**

4.13.1 Not to Occupy or permit Occupation of any part of the Student Accommodation until such time as the Council has confirmed in writing that the Builders Merchant Accommodation has been fully constructed and fitted out to Shell and Core and is available for Occupation and in the event that the final the Builders Merchant Accommodation is not occupied by Travis Perkins a thorough marketing exercise has been undertaken and the Builders Merchant Accommodation is ready to let to commercial tenants.

4.14 **PUBLIC OPEN SPACE CONTRIBUTION**

4.14.1 The Owner hereby covenants with the council on or prior to the implementation date to pay to the council the Public Open Space Contribution.

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

4.15 STUDENT ACCOMMODATION

Student Management Plan

- 4.15.1 On or prior to the Occupation Date to submit a draft of the Student Management Plan to the Council for approval
- 4.15.2 Not to Occupy or permit Occupation of any part of the development until such time as the Council has approved the Student Management Plan.
- 4.15.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Student Accommodation at any time when the Development is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not occupy or permit occupation of the Student Accommodation otherwise than in strict accordance with the requirement of the Student Management Plan and in the event of any breach of this clause to cease occupation of Student Accommodation in respect of which the alleged breach occurs forthwith until it is rectified.

Use of Student Accommodation

- 4.15.4 To ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement
- 14.5.5 To ensure that the Student Accommodation shall be let at a rent no greater than rents of similar student housing of a similar size, age, specification, location and service charge level in the London Borough of Camden and to provide to the Council on an annual basis written evidence demonstrating that the rental cost of the Student Accommodation remains at a level no greater than rents of similar student housing.
- 4.15.6 To ensure that the Student Accommodation is used at all times as a single planning unit and that:
- (a) no part of the Student Accommodation shall at any time be used as separate, independent self contained dwelling unit; and
 - (b) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation

4.15.7 The Owners covenant with the Council that after the Occupation Date the Owners shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being used in strict accordance with this clause 4.15.4, 14.15.5 and 14.15.6, and shall not occupy or permit occupation of the Student Accommodation otherwise than in strict accordance with the requirements of this clause 4.15.4, 14.15.5 and 14.15.6 and in the event of any breach of this clause to cease occupation of that part of the Student Accommodation in respect of which the alleged breach occurs forthwith until the breach is rectified.

4.16.5 SUSTAINABILITY PLAN

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

4.16.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.16.3 Not to Occupy or permit Occupation of the Student Accommodation 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 Student Accommodation.

4.16.4 Not to Occupy or permit Occupation of the Builders Merchants Accommodation 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 Builders Merchants Accommodation.

4.16.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Student Accommodation otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.16.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Builders Merchants Accommodation at any time when the Builders

Merchants Accommodation is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Builders Merchants Accommodation otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.17 TRAVEL PLAN

4.17.1 On or prior to the Occupation Date to submit to the Council the Travel Plan for approval.

4.17.2 Not to Occupy or permit Occupation of any part of the Student Accommodation until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

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

4.18 TFL CYCLE HIRE CONTRIBUTION

4.18.1 The Owner hereby covenants with the council on or prior to the Implementation date to pay to the Council the TfL Cycle Hire Contribution.

4.18.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the TfL Cycle Hire Contribution

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2011/1586/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2011/1586/P
- 5.6 Payment of the contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN261ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such

payment quoting the above details as if the payment had been made by Banker's Draft.

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

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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer,

Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2011/1586/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by both the Owner in this Agreement are made jointly and severally and shall be enforceable as such unless otherwise expressly provided.

8. **INDEMNITY**

- 8.1 The Freeholders hereby consent to the completion of this Agreement and agree to be bound by the said obligations only in the event and to the extent they have an interest in any part of the Property.

- 8.1 The Developer hereby covenants with the Freeholder to observe and perform the obligations on the part of the Freeholder herein contained in respect of the Student Accommodation and to indemnify the Freeholder and their respective successors in title and estates from and against all costs claims charges expenses demands and liabilities whatsoever incurred by the Owner arising out of this Agreement or breach non-observance or non-performance of the provisions hereof in respect of the Student Accommodation.

9. **RIGHTS OF THIRD PARTIES**

- 9.1 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
TRAVIS PERKINS (PROPERTIES))
LIMITED)
acting by a Director and its Secretary)
or by two Directors)

..... M. R. Meach
Director

..... [Signature]
Director/Secretary

EXECUTED AS A DEED BY
LDC (ST PANCRAS WAY) GPI LIMITED
acting by one Director in the
presence of a witness

Director [Signature]

~~EXECUTED AS A DEED BY)
LDC (HOLDINGS) PLC)
acting by a Director and its Secretary)
or by two Directors)~~

~~..... [Signature]
Director~~

~~..... [Signature]
Director/Secretary~~

Witness A. PALMER

Print witness name
& address ANNE PALMER, UNIT 17,
THE CORE, 40 ST THOMAS ST, BRISTOL

EXECUTED AS A DEED BY
LDC (ST PANCRAS WAY) GP2 LIMITED
acting by one Director in the
presence of a witness

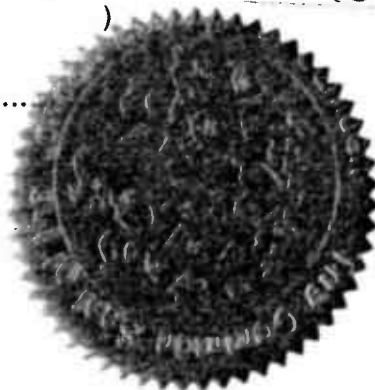
Director [Signature]

Witness
A. PALMER

Print witness name
& address ANNE PALMER, UNIT 17,
THE CORE, 40 ST THOMAS ST
BRISTOL

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

..... [Signature]
Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise NO_x, PM₁₀, CO₂ 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 in the method statement:-

A - Techniques to control PM₁₀ and NO_x 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) Ensure water suppression is used during demolition operations;
- l) 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.
- m) 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. 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.
- b) 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. 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.
- c) 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.
- d) An electronic report shall be submitted to the Council 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.
- e) 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) A map identifying the location of dust generating activities, plant equipment

associated with emissions to air and PM10 monitors.

- c) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ 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 CO₂ emissions. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel saving equipment in vehicles, 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 affects 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
- 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) Any other relevant information with regard to traffic and transport.

- v) 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 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/Developer 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 developer 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 THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property to consider the Students the employees on the Property and all visitors to the Property.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Travel Plan see the DfT's travel plan website: www.transportenergy.org.uk) or Camden's website: www.camden.gov.uk/wtp

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

In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters (as far as they relate to the Development) are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of staff and consider potential park and ride type services or shuttle-type services for staff, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk).
- c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams.
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for Students, staff and visitors.

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by this Property and the proposed additional Development

4. On-Street Parking Controls

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

5. Student and Staff Parking and Travel

A review of Student and staff travel (and visitors to the Property) should have the principal aim of reducing non-essential single occupant driver trips to the Property. This should include:

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

6. Cycling

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking; and
- b. changing and showering facilities

Consideration shall also be given to providing:

- a. cycle allowance for work-related journeys;
- b. cycle and equipment loans and insurance;
- c. cycle repair facilities;

- d. cycle pool for work-related journeys;
- e. a Bicycle Users Group (BUG) to progress cyclists issues on the Property;
- f. work with the Council to improve cycle routes to/from the Property.

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with employees

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

3. User/ Employee Consultation and Travel Surveys

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

commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

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

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

DATED 3RD October 2011

(1) TRAVIS PERKINS (PROPERTIES) LIMITED

and

(2) LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP

and

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

A G R E E M E N T
relating to land known as
11-13 ST PANCRAS WAY, LONDON NW1 0PT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
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