

DATED

2018

(1) THE HALL SCHOOL CHARITABLE TRUST

and

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

A G R E E M E N T

relating to land known as

The Hall School, 23 Crossfield Road, London NW3 4NT

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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London WC1H 9LP

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CLS/COM/1800.619

s106 v1

THIS AGREEMENT is made the _____ day of _____ 2018

B E T W E E N:

- A. **THE HALL SCHOOL CHARITABLE TRUST** of 23 Crossfield Road, London, NW3 (hereinafter called “the Owner”) of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number NGL719893.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 5 December 2016 and the Council resolved to grant permission conditionally under reference number 2016/6319/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is 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 Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor, architect or project manager certifying that the Development has been completed
2.4	"the Construction Apprentice Default Contribution"	the sum of £7,000 per required apprentice not provided on site to be paid by the Owner to the Council in lieu of construction apprentice provision
2.5	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.6	"the Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

		<ul style="list-style-type: none">a) 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 construction of the Development;b) proposals to ensure there are no material adverse effects on the heritage features of the Belsize Conservation Area;c) amelioration and monitoring effects on the health and amenity of local residences, site construction workers, local businesses and adjoining developments undergoing construction;d) 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);e) the inclusion of a waste management strategy for handling and disposing of construction waste; andf) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as
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		required from time to time
2.7	“the Construction Management Plan Implementation Support Contribution”	the sum of £7,564.50 (seven thousand five hundred and sixty four pounds fifty 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 review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.8	“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
2.9	“the Council’s Considerate Constructor Manual”	the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.10	“Detailed Basement Construction Plan”	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment by Elliott Wood submitted as part of the Planning Application and to include the following key stages:- A. the Owner to appoint an independent suitably certified

		<p>engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) and for details of the appointment to be submitted to the Council for written approval in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment);</p> <p>B. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-</p> <p>(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and</p> <p>(b) that the results of these appropriately conservative figures ensure that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “VERY Slight” with reference to the Burland Category of Damage appended at</p>
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		<p>Schedule 2 to this Agreement; and</p> <p>(c) that the Basement Design Engineer has confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:</p> <p>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p> <p>(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment, contingency measures and any other methodologies associated with the basement and the basement temporary works;</p>
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		<p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect, approve and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures in order to maintain the structural stability of the Property, the Neighbouring Properties and the local water environment (surface and groundwater);</p>
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		<p>(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,</p> <p>(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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 in accordance with the requirements of the approved Construction Management Plan; and</p> <p>C. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) and for details of the appointment of the certifying engineer to be submitted to the Council for written approval in advance; and</p> <p>D. for the Certifying Engineer to review the design plans and offer a two page review report to the Council</p>
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		<p>confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses B.(i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these are to be clearly outlined in the report and thereafter raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans; and</p> <p>E. only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is in an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement;</p> <p>F. the Owner to respond to any further reasonable questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment is reasonably required then the Owner agrees to reimburse the Council for any costs expended which require the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.11	"the Development"	demolition of the 'Centenary' and 'Wathan Hall' buildings

		<p>and erection of new four storey building with glazed link to original school building, two storey rear extension with external terrace and enlarged basement replacing the existing Wathan Hall, and enlargement of rear roof storey and insertion of three dormer windows to old school building, all in association with providing additional accommodation for the existing school use (Class D1) as shown on the Planning Application drawing numbers and documents:-</p> <p>Site Location Plan P10-00-00; P20-00-01; P20-00-02 Rev B; P20-01-01; P20-01-02 Rev B; P20-02-01; P20-02-02 Rev B; P20-03-01; P20-03-02 Rev B; P20-B1-01; P20-B1-02 Rev B; P20-B2-02 Rev B; P20-LG-01; P20-LG-02 Rev C; P20-M1-01; P20-M1-02 Rev A; P30-EL-01; P30-EL-02; P30-EL-03; P30-EL-04; P30-EL-11 Rev A; P30-EL-12 Rev A; P30-EL-13 Rev A; P30-EL-14 Rev B; P32-SC-01; P32-SC-02; P32-SC-03; P32-SC-04; P32-SC-05; P32-SC-06; P32-SC-11 Rev A; P32-SC-12 Rev A; P32-SC-13 Rev A; P32-SC-14 Rev A; P32-SC-15; P32-SC-16; P50-SC-01; P50-SC-02; P50-SC-03; P50-SC-04; P50-SC-05; P55-SC-02; P55-SC-01; P80-00-01; P80-01-01; P80-02-01; P80-03-01; P80-M1-01; P80-B1-01; P80-LG-01; PL-103 Rev B; PL-104; PL-105;</p> <p>Design and Access Statement November 2016; Planning Statement by Boyer November 2016; Heritage Statement by Montague Evans November 2016; BREEAM Pre-Assessment by Elementa October 2016; Energy Strategy Report by Elementa November 2016; Life Cycle Carbon Analysis Rev B by Dar dated 28/10/2016; Design Summary by Norr; Schedule of Areas; Construction Management Plan 2C dated 01/12/2017; Arboricultural Assessment and Method Statement by Barrell Tree Consultancy dated 11/11/2016; Tree Protection Plan by Barrell Tree Consultancy; Noise Survey Report November 2016; Living</p>
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		<p>Wall Plant Spec by Scotscape Landscaping; Hereward School Art Block Contour Map; Playground View Comparison; Statement of Community Involvement November 2016; School Development Travel Plan v3D; Transport Statement by Ramboll November 2016; Ecology Report by Ramboll November 2016; Daylight and Sunlight Report by GIA dated 07/11/2016; Daylight Sunlight Addendum by GIA dated 31/08/2017; Daylight Sunlight Addendum by GIA dated 12/06/2017; Desk Study and Basement Impact Assessment by GEA Issue 4 dated December 2017; Structural and Civil Engineering Planning Report and Basement Impact Assessment Rev P7 by Elliott Wood dated October 2017; GEA Letter dated 06/12/2017; Elliott Wood letters dated 17/10/2017 and 08/12/2017</p>
2.12	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.7 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; (b) to ensure Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs; (c) to ensure the provision of two construction apprentices; (d) make provision during the Construction Phase for no fewer than one work

		<p>placements;</p> <p>(e) ensure delivery of a minimum of one supplier capacity building workshops/“Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>(f) commit to following the Local Procurement Code</p>
2.13	“the Energy Efficiency and Renewable Energy Plan”	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>a) the incorporation of the measures set out in the report submitted as part of the Planning Application entitled “The Hall School Energy Strategy Report” dated November 2016 and produced by Elementa to achieve a 35% reduction in CO2 emissions beyond minimum requirements of Approved Document L (2013 Edition) of the Building Regulations 2010;</p> <p>b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>c) separate metering of all low and zero carbon</p>

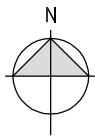
		<p>technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>d) a building management system being an electronic system to monitor the Development’s heating and cooling and the hours of use of plant;</p> <p>e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including full design stage NCM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on the reduction of carbon emissions contained within its development plan;</p> <p>f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full as-built NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development’s future management and occupation; and</p> <p>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</p>
2.14	“the Existing Buildings”	the buildings existing on the Property as at the date of this Agreement that are to be demolished pursuant to the Planning Permission

2.15	"the Events Management Plan"	<p>a plan to be prepared by the Owner (following consultation by the Owner with the Events Management Plan Working Group) and submitted to and approved by the Council setting out a package of measures that will ensure that there is no harmful impact on neighbouring amenity or the local highway networks from events that are held at the Property, such plan to include:</p> <ul style="list-style-type: none"> (a) the number of events that can take place; (b) the types of events that can take place; (c) the hours at which events can take place; (d) the number of people that may attend events; (e) measures to secure satisfactory management of entry and access arrangements; (f) measures to secure acceptable delivery and service management; (g) measures to secure adequate and effective management of noise disturbance and other possible nuisance (including but not limited to litter)
2.16	"Events Management Plan Working Group"	<p>a working group of no more than 12 members consisting of ward councillors, local residents and businesses within a 200 metre radius of the Property to be convened in accordance with the requirements of clause 4.10 of this Agreement which the Owner shall use to facilitate consultation with the local community in respect of matters associated with the Events Management Plan so as to minimise unreasonable disruption damage to amenity and environmental effects on the local community arising from the holding of events at the Property so far as reasonably practicable</p>
2.17	"Events Management Plan"	<p>a meeting to be held at the School by the Owner in accordance with clause 4.10 to consider the contents of the</p>

	Working Group Meeting”	Events Management Plan and, following the approval of the Events Management Plan, how the Events Management Plan has been implemented in practice and any reasonable amendments that could be made to the Events Management Plan, to which the Owner shall invite for attendance the members of the Events Management Plan Working Group
2.18	“the Highways Contribution”	the sum of £13,676.97 (thirteen thousand six hundred and seventy six pounds ninety seven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Highways Works 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 <u>excludes any statutory undertakers’ costs</u>
2.19	“the Highway Works”	the works to the public highway and associated measures in the vicinity of the Property necessitated by the Development to be carried out by the Council or its contractors such works to include the following: a) remedial works to the Public Highway required as a direct result of the Development; b) any other works to the Public Highway the Council acting reasonably requires as a direct result of the Development and be subject to final measure and any level adjustment required
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 save that ground investigation; site survey works; site clearance; site reclamation and remediation works; construction of temporary fences, hoardings, buildings,

		moveable structures, works, plant, machinery and storage areas required temporarily in connection with and for the duration of operations in on over or under the Property; construction of temporary accesses to the same; and installation of utility services will not be considered a material operation for these purposes and references to "Implementation" and "Implement" shall be construed accordingly
2.21	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.22	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.23	"the Local Procurement Code"	the code annexed to the Fourth Schedule hereto
2.24	"Neighbouring Properties"	the properties immediately adjoining the Property
2.25	"Occupation Date"	the date when any part of the Development is occupied for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, occupation for marketing or sales purposes or occupation in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.26	"the Parties"	mean the Council and the Owner
2.27	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 5 December 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/6319/P subject to conclusion of this Agreement

2.28	"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
2.29	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto as well as any subsequent amendments to a Planning Permission approved under section 96A of the Act and any subsequent planning permission granted in respect of a Planning Permission under section 73 of the Act
2.30	"the Property"	the land known as the Hall School, 23 Crossfield Road London NW3 4NT the same as shown edged red on the plan annexed hereto
2.31	"the Public Highway"	any carriageway, footway and/or verge adjoining the Property maintainable at public expense
2.32	"the School"	means the Hall School or any other school that operates from the Property
2.33	"the School Travel Plan"	<p>a plan setting out a package of measures and targets to be adopted by the Owner to be submitted for approval to the Council's School Travel Plan Officer via the TFL STARS website (https://stars.tfl.gov.uk/About/About) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the school over a five year period from the month of Occupation incorporating (but not limited to) the following:-</p> <p>a) the elements set out in the Third Schedule hereto;</p> <p>b) an undertaking to carry out a substantial initial</p>



KEY:



Site Boundary



Land owned by client

Rev.	Date	Details	Drawn	Checked
Issued for:				

PLANNING

Project/Client: The Hall Senior School Hampstead London	Project No: IALN14-0046
Dwg No: P10-00-00	Rev: 0
Drawing: Location Plan	Scale: 1:1250 @A4
Drawn By: CB	Date: 04.11.16
Checked By: KS	Date: 04.11.16

NORR

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Contractors must work only to figured dimensions which are to be checked on site.
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		<p>school travel survey (“the Initial Travel Survey”) of all pupils and staff including consultation with pupils and their families, staff, and management at the Property within six months of Occupation;</p> <p>c) mechanisms for monitoring targets and reviews of the school travel plan to be carried out annually in the same month as the Initial Travel Survey was completed;</p> <p>d) an undertaking to ensure that the completed travel plan is uploaded on to the Transport for London STARS website (https://stars.tfl.gov.uk/) and to ensure that the annual reviews are uploaded annually thereafter;</p> <p>e) an undertaking to use reasonable endeavours to ensure that the Development achieves a minimum of Bronze accreditation on STARS in the first academic year following Practical Completion or Occupation (as the case may be) with a view to achieving Gold accreditation by the fifth anniversary of the travel plan;</p> <p>f) provision as to participation in travel activities, such as ‘walk once a week’, ‘green transport week’, and ‘Bikeability training’, alongside other such travel activities and to ensure that these are uploaded onto the STARS website with supporting evidence once complete;</p> <p>g) an undertaking to ensure that the STARS accreditation status and travel plan are included in the school’s prospectus, on the website and relevant information promoting the school; and,</p> <p>h) identifying means of ensuring the provision of</p>
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		information to the Council and provision of a mechanism for review and update as required from time to time
2.34	“the School Travel Plan Co-ordinator	<p>a person appointed by the Owner to deliver the objectives of the School Travel Plan to:</p> <ul style="list-style-type: none"> - be responsible for the coordination, implementation, reporting and review of the School Travel Plan; - secure an ongoing process of continuous improvement of sustainable modes of transport at the school <p>such person to be a teacher, head teacher, PSHE co-ordinator, school governor, or school travel consultant, or such other person of suitable equivalent qualification and authority</p>
2.35	“the School Travel Plan Monitoring Contribution”	the sum of £6,002 (six thousand and two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the School Travel Plan over a five year period from the date of first Occupation of the Development
2.36	“Senior School”	the section of the Hall School (or another school that is a successor in title in respect of the Property) the pupils of which will primarily Occupy the Development and which as at the date of this Agreement is intended to comprise three year groups 6, 7 and 8
2.37	“Sustainability Plan”	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its construction and in its subsequent management and Occupation which shall:-</p> <p style="text-align: center;">(a) include the targets set out in the reports submitted as part of the Planning</p>

		<p>Application entitled “The Hall School Energy Strategy Report” dated November 2016 and “The Hall School BREEAM Pre-Assessment” dated October 2016 both produced by Elementa and incorporate sustainable design measures and climate change adaptation measures in line with policies contained in Chapter 8 of the Council’s Local Plan 2017;</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and attaining at least 60% of the credits in Energy, 50% in Water and 57% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified, recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on sustainability contained within its development plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an</p>
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		<p>appropriately qualified, recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) 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</p>
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3. **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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 and 7 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 on 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.

4. **OBLIGATIONS OF THE OWNER AND THE COUNCIL**

The Owner hereby covenants with the Council as set out in clauses 4.1 to 4.10 below (apart from clauses 4.3.4 and 4.3.6 which are covenants on the part of the Council).

The Council hereby covenants with the Owner as set out in clauses 4.3.4 and 4.3.6 below.

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

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

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

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

4.1.3 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 impact reasonably possible on and disturbance to the surrounding environment and highway network.

4.1.4 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 pursuant to the Planning Permission or construction of the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 **DETAILED BASEMENT CONSTRUCTION PLAN**

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

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

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems to Neighbouring Properties nor the Development itself.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of

non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

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

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

4.3 **HIGHWAYS CONTRIBUTION**

4.3.1 On or prior to the Implementation Date to:-

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

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

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

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

4.3.4 On completion of the Highway Works by the Council or its contractors, the Council must within fourteen days of completion provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the difference between the Highway Contribution and the Certified Sum.

4.3.6 If the Highway Contribution exceeds the Certified Sum then the Council shall within fourteen days of the issue of the said certificate pay to the Owner the difference between the Certified Sum and the Highway Contribution.

4.4 **SUSTAINABILITY PLAN**

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

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

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

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

4.5 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.5.1 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.

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

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

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

4.6 **SCHOOL TRAVEL PLAN**

4.6.1 On or prior to the Implementation Date to:-

- (a) submit on the STARS website the School Travel Plan for approval by the Council; and
- (b) pay to the Council the School Travel Plan Monitoring Contribution.

4.6.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the School Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the School Travel Plan Monitoring Contribution in full.

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

4.7 **EMPLOYMENT AND TRAINING PLAN**

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

- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.7.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition pursuant to the Planning Permission or construction of the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any reasonable steps required to remedy such non-compliance.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan

4.8 **LOCAL EMPLOYMENT**

- 4.8.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure that:-
- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
 - b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
 - c) the King's Cross Construction Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- d) the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (updated every six months) demonstrating (i) what skills and employment are needed through the life of the Construction Phase, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
 - e) the Council is provided with a detailed labour return every six months for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.
- 4.8.2 The Owner shall ensure that at all times during the Construction Phase no fewer than two construction apprentices shall be employed at the Development always ensuring each apprentice is:-
- (i) recruited through the Kings Cross Construction Centre;
 - (ii) employed for a period of no fewer than 52 weeks;
 - (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and
 - (iv) the Construction Apprentice Support Contribution has been paid in full in accordance with clause 4.8.4 below.
- 4.8.3 The Owner shall ensure that during the Construction Phase of the Development no fewer than one work placement and/or work experience opportunities are provided at the Development.
- 4.8.4 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.
- 4.8.5 Not to Implement or permit Implementation until such time as the Apprentice Support Contribution has been paid to the Council in full.

4.8.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.2 of this Agreement for reasons demonstrated to the reasonable satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution has been paid in full.

4.8.7 The Owner shall ensure that for the first calendar year following the Occupation Date it will (unless otherwise agreed with the Council at the request of the Owner) employ no fewer than one apprentice always ensuring the apprentice is:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development.

4.9 LOCAL PROCUREMENT

4.9.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.9.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before

tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.9.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.10 **EVENTS MANAGEMENT PLAN**

4.10.1 Prior to the Occupation Date to submit to the Council for approval the Events Management Plan having first carried out meaningful consultation with the Events Management Plan Working Group (including arranging one Events Management Plan Working Group Meeting) so that the Council is satisfied that any reasonable concerns raised by the Events Management Plan Working Group have been satisfactorily addressed (so far as it is reasonably practicable to do so)_ in the Events Management Plan that is submitted to the Council for approval. In order for the Council to be so satisfied, it will expect to see details of the consultation process and how consultation responses have been incorporated into the Events Management Plan that is submitted to the Council for approval

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

4.10.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Events Management Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Events Management Plan.

4.10.4 The Owner shall arrange one Events Management Plan Working Group Meeting during the period between the Occupation Date and three months following the

Occupation Date and a second Events Management Plan Working Group Meeting during the period between three months following the Occupation Date and six months following the Occupation Date. The Owner shall use reasonable endeavours to incorporate any reasonable proposed amendments to the Events Management Plan following such Events Management Plan Working Group Meeting subject to approval of such amendments by the Council.

4.11 MAXIMUM NUMBER OF PUPILS

4.11.1 The Owner shall ensure that the maximum number of pupils enrolled to attend the Senior School at any time is 162 (unless otherwise agreed in writing with the Council).

4.11.2 The Owner shall not Occupy or permit Occupation of the Development unless the number of pupils enrolled to attend the Senior School is 162 or fewer (unless otherwise agreed in writing with the Council).

4.11.3 For the avoidance of doubt the obligations set out in clauses 4.11.1 and 4.11.2 above shall bind the Property in perpetuity.

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 Practical 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 2016/6319/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property (on reasonable prior written notice) or any requests to provide

documentation within the Owner's possession (at the Owner's expense) reasonably required for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees, declares and covenants with the Council that it shall observe and perform the conditions, restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition, restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names, dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/6319/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.3 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to the names, date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/6319/P. Electronic transfers are to be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

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

5.11 The Council covenants with the Owner that it will expend and apply any sum paid by the Owner to the Council under the terms of this Agreement for the purpose for which the sum is stated to be paid and Council must repay to the Owner all of the unexpended balance of any payment made by the Owner to the Council under the terms of this Agreement which has not been expended by the date 10 years from the date of the receipt by the Council of the payment in question together with interest thereon at the Barclays Bank Base Rate from time to time for the period from the date of the payment to the date of the refund PROVIDED THAT for the purposes of this paragraph the "Owner" will be the Owner by whom the payment was made and not any successor or assign.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2016/6319/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained in or implied by this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation, term or condition nor shall anything contained in or implied by this Agreement prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.
- 6.9 Any consents, agreements, approvals, expressions of satisfaction or certificates required by this Agreement shall not be unreasonably withheld or delayed.
- 6.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

- 7.1 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 a Deed the day and year first before written

SIGNED AS A DEED AND DELIVERED BY)
THE HALL SCHOOL CHARITABLE TRUST)
)
acting by , a director, and)
)
 , a director)

.....
Director

.....
Director

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

.....
Authorised Signatory

THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

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

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

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

THE SECOND SCHEDULE
The Burland Category of Damage

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

Damage Category Chart (CIRIA C580)

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

THE THIRD SCHEDULE THE SCHOOL TRAVEL PLAN

PART I: Components of the School Travel Plan

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

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

For further advice on developing a School Travel Plan see the Transport for London’s school travel plan website (STARS) and the Camden website:

<https://stars.tfl.gov.uk/About/About>

<https://www.camden.gov.uk/ccm/navigation/education/camden-schools/school-travel-plans/>

The School Travel Plan Co-ordinator will implement the School Travel Plan where appropriate in partnership with the Council’s School Travel Plan Officer.

In drawing up the School Travel Plan the school shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of pupils/parents/staff and other visitors and display these on the ‘school details’ page of the relevant STARS page on the website.
- b. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for staff at the school.
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the school for pupils/parents/staff and other visitors.

2. Traffic Restraint

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

3. On-Street Parking Controls

The plan should aim to minimise the transport impacts of school run traffic in the surrounding area of the school including parking, loading and unloading.

4. Parking and Travel

A review of staff and pupils' travel should have the principal aim of reducing the number of pupils being driven to school, and increasing the proportion of trips undertaken by bicycle, scooter (non powered) and on foot.

5. Cycling

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

- a. secure and covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

- b. changing and showering facilities for staff;
- c. cycle and equipment loans and insurance for staff;
- d. work with the Council to improve cycle routes to/from the school;
- e. cycle training sessions for staff, parents and teachers.

6. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the school must seek to:

- a. identify the number and type of servicing vehicles required for the school;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles;
- d. conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and must not be carried out during school opening and closing times;
- e. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles).

PART II: Review and Monitoring of the School Travel Plan

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, and that this is carried out on an ongoing basis annually in line with Transport for London's STARS system.

The monitoring should reflect the targets set out in the first year of the School Travel Plan in accordance with the criteria set out in the definition of School Travel Plan above, with the school achieving improvement in performance to Gold level on STARS by year 5.

THE FOURTH SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). 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 within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments in section 106 agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and 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 section 106 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 Owner to inform them that they also fall under the provisions of this section 106 requirement on local procurement and provide guidance in writing to their tenants setting out the above paragraphs contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

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

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