

DATED 30 August 2018

**(1) 1921 MORTIMER INVESTMENTS LIMITED**

and

**(2) 1923 MORTIMER INVESTMENTS LIMITED**

and

**(3) 1922 MORTIMER INVESTMENTS LIMITED**

and

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

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

**Arthur Stanley House  
40-50 Tottenham Street and 20-21 Tottenham Mews,  
London W1T 4RN**

**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**

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

**Tel: 020 7974 4125  
CLS/COM/OO/1800.659**

CONFIDENTIAL

THIS AGREEMENT is made the 30<sup>th</sup> day of August 2018

**BETWEEN:**

- i. **1921 MORTIMER INVESTMENTS LIMITED** (incorporated in Jersey) of 5th Floor, 37 Esplanade, St Helier, Jersey, JE1 2FR (the "First Freeholder") of the first part with a copy of any written notice to be sent to David Collard, Managing Principal and Counsel, Westbrook Partners, Berkeley Square House, 9th Floor, London, W1J 6DD;
- ii. **1923 MORTIMER INVESTMENTS LIMITED** (incorporated in Jersey) of 5th Floor, 37 Esplanade, St Helier, Jersey, JE1 2FR (the "Second Freeholder") of the second part with a copy of any written notice to be sent to David Collard, Managing Principal and Counsel, Westbrook Partners, Berkeley Square House, 9th Floor, London, W1J 6DD;
- iii. **1922 MORTIMER INVESTMENTS LIMITED** (incorporated in Jersey) whose registered office is at 5th Floor, 37 Esplanade, St Helier, Jersey, JE1 2FR (the "Leaseholder") of the third part with a copy of any written notice to be sent to David Collard, Managing Principal and Counsel, Westbrook Partners, Berkeley Square House, 9th Floor, London, W1J 6DD;
- iv. **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

**1. WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title numbers NGL954336, LN62901, LN215672 and 109733.
- 1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title number NGL619577.

- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of part of the Property registered at the Land Registry under title number NGL23045.
- 1.4 The First Freeholder, the Second Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The First Freeholder, the Second Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 The Planning Application for the development of the Property was submitted to the Council and validated on 14 August 2017 and the Council resolved to grant permission conditionally under reference number 2017/4306/P subject to the conclusion of this legal Agreement.
- 1.7 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.
- 1.8 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.
- 1.9 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 "Affordable Housing" low-cost housing including Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Units" the two units of Social Rented Housing comprising two three-bedroom flats within the Development the same as shown on the plans attached at Annexure 1 to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "Business 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 businesses of the locality in which the Development is situated
- 2.6 "Business 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 a Business Parking Bay
- 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 "Chargee" any mortgagee or chargee of the Registered Provider or any receiver or manager (including administrative receiver) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed)

including a housing administrator (each a "Receiver")

2.9 "the Construction Apprentice Default Contribution"

the sum of £42,000 (forty-two thousand pounds) being £7,000 per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision

2.10 "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

2.11 "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):-

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

- (ii) proposals to ensure there are no adverse effects on the conservation area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
- (vii) proposals for the establishment of a group for the purposes of liaison as between the Owner (and/or their contractors) and the Council, local residents and local businesses both immediately prior to and during the construction of the Development ("the Construction Management Liaison Group") such Construction Management Liaison Group to meet monthly during the period in

which the construction of the Development is being undertaken

2.12 "the Construction Management Plan Implementation Support Contribution"

the sum of £7,564 (seven thousand five hundred and sixty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.13 "the Construction Phase"

the whole period between:

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

2.14 "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

2.15 "Cycle Parking Contribution"

the sum of £10,980 (ten thousand nine hundred and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of on-street cycle parking in the vicinity of the Development

2.16 "the Decentralised Energy Contribution"

the sum of £85,404 (eighty-five thousand four hundred and four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the



event of receipt towards establishing future decentralised energy networks across the borough

2.17 "the Development"

refurbishment of the existing eight storey Arthur Stanley House (ground plus seven storeys, with two lower ground floor levels), reconfiguration of the seventh floor and extension at the rear of the building and construction of a four storey plus basement new build element to the rear facing Tottenham Mews to enable a change of use from healthcare (Class D1) to a mixed use development comprising office floorspace (Class B1), flexible office (Class B1)/ healthcare (Class D1) floorspace at ground and first floor levels and 10 residential units (Class C3) (2 x 1 bed (private); 6 x 2 bed (private); 2 x 3 bed (social rented)) and associated landscaping fronting Tottenham Mews as shown on

(00)\_P091-P03; (00)\_P098-P03; (00)\_P099-P03;  
(00)\_P100-P03; (00)\_P101-P03; (00)\_P102-P03;  
(00)\_P103-P03; (00)\_P104-P03; (00)\_P105-P03;  
(00)\_P106-P03; (00)\_P107-P03; (00)\_P108-P03;  
(00)\_P109-P03; (00)\_P200-P03; (00)\_P201-P03;  
(00)\_P202-P03; (00)\_P203-P03; (00)\_P204-P03;  
(00)\_P220-P03; (00)\_P221-P03; (00)\_P222-P03;  
(00)\_P223-P03; (00)\_P224-P03; (00)\_P225-P03;  
(00)\_P230-P03; (00)\_P231-P03; (00)\_P301-P03;  
(00)\_P302-P03; (00)\_P303-P03

(01)\_P091-P01; (01)\_P098-P01; (01)\_P099-P01;  
(01)\_P100-P01; (01)\_P101-P01; (01)\_P102-P01;  
(01)\_P103-P01; (01)\_P104-P01; (01)\_P105-P01;  
(01)\_P106-P01; (01)\_P107-P01; (01)\_P108-P01;  
(01)\_P200-P01; (01)\_P201-P01; (01)\_P202-P01;  
(01)\_P203-P01; (01)\_P204-P01; (01)\_P301-P01;  
(01)\_P302-P01; (12)\_P201-P01; (12)\_P202-P01;  
(12)\_P203-P01; (12)\_P204-P01

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Supporting Documents: Design and Access Statement by Allford Hall Monaghan Morris Architects dated July 2017; Design and Access Statement Addendum by Allford Hall Monaghan Morris Architects dated November 2017 and March 2018; Visual Impact and Heritage Assessment by Peter Stewart Consultancy dated July 2017; Planning Statement by DP9 dated July 2017; Drainage Strategy Report by Heyne Tillett Street Ltd dated 30 November 2017; Planning Noise and Vibration Report by Sandy Brown dated July 2017; Structural Planning Report by Heyne Tillett Street Ltd dated July 2017; Amendment to Structural Planning Report by Heyne Tillett Street Ltd dated November 2017; Construction Management Plan by Crosby Transport Planning dated July 2017; Statement of Community Involvement dated July 2017; Air Quality Assessment by Waterman dated July 2017; Transport Plan by Crosby Transport Planning dated July 2017; Sustainability and Energy Statement by Green Building Design Consultants and SRE dated July 2017; Addendum to Energy Statement by Thornton Reynolds dated 30 November 2017; Preliminary Ecology Appraisal by The Ecology Appraisal dated July 2017; Daylight & Sunlight Report by Point 2 Surveyors dated July 2017; Updated Daylight & Sunlight Report by Point 2 Surveyors dated March 2018; Letter on Internal Daylight Amenity by Point 2 Surveyors dated 3 April 2018; Daylight -window maps (P716/W/01, P716/W/03, P716/W/05, P716/W/02); BREEAM Pre-Assessment Review Planning Stage by ECIBE Ltd; Proposed area schedule by Allford Hall Monaghan Morris Architects dated 2 March 2018; Basement Impact Assessment by CGL dated

November 2017; and Basement Impact Assessment Audit by Campbell Reith dated January 2018.

2.18 "the Employment and Training Contribution"

the sum of £159,190 (one hundred fifty-nine thousand one hundred ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of employment and training needs in the London Borough of Camden

2.19 "the Employment and Training Plan"

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:-

- (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) a package of steps with a view to ensuring a 20% local employment target always provided that the intention is that the target is met over the course of the Construction Phase as a whole;
- (c) to ensure the provision of 6 construction apprentices;
- (d) make provision during the Construction Phase for no less than 11 work placements;

(e) ensure delivery of a minimum of two 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;

(f) to use all Reasonable Endeavours to take active steps to facilitate the provision by the end user of 3 end use apprenticeships following completion of the Construction Phase, this to include without prejudice to the generality the arranging of a meeting between the first tenant(s) to Occupy the Development and the Council's Economic Development Team; and

(g) commit to following the Local Procurement Code

2.20 "the Energy Efficiency and Renewable Energy Plan"

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

(a) the incorporation of the measures set out in the submission document entitled Sustainability and Energy Statement by Green Building Design Consultants and SRE dated 20 July 2017 and Addendum to Energy Statement by Thornton Reynolds dated 30 November 2017, to achieve:

i. a 16.5% reduction in CO2 emissions beyond the Part L of the Building

- Regulations 2013 baseline in the residential parts of the Development;
- ii. a 35.8% reduction in CO2 emissions beyond the Part L of the Building Regulations 2013 baseline in the new build commercial parts of the Development;
  - iii. a 38.9% reduction in CO2 emissions beyond the Part L of the Building Regulations 2013 baseline in the new build commercial parts of the Development;
- (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 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:

- safeguarded space for a future heat exchanger;
- provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
- the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
- Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.

(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and/or NCM (for non-residential) 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;

(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent

professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or 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

- (h) 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

2.21 "Environmental Improvement Contribution"

the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development

2.22 "the GP Surgery Agreement for Lease"

an agreement between the Owner and a Medical Services Provider tenant for the grant of a lease of the GP Surgery Premises, such lease to:

- (a) be at Open Market Rent for D1 community use for a term of at least 20 years; and
- (b) secure that any service charges payable by the Medical Services Provider tenant of the GP Surgery Premises are:
  - (i) limited only to those parts of the building services that are directly used by the GP Surgery Premises; and

- (ii) subsidised by the Owner so that the tenant/operator of the GP Surgery Premises is required to pay only 50% of any service charges due

2.23 "the GP Surgery Marketing Plan" a plan to be prepared by the Owner setting out specific steps the Owner will be required to take to actively market the GP Surgery Premises at no more than an Open Market Rent for D1 community use for a period of no less than 12 (twelve) months commencing on the date on which the Council issues its written approval of the GP Surgery Marketing Plan to potential Medical Services Provider occupants with a view to identifying a Medical Services Provider for the GP Surgery Premises and to include (but not be limited to):

- (a) a plan identifying the location of the GP Surgery Premises within the Development;
- (b) details of the measures to be undertaken to engage proactively with Camden Clinical Commissioning Group or Westminster Clinical Commissioning Group (being the organisation responsible for providing doctors surgeries in the area) to secure an operator for GP Surgery Premises;
- (c) details of the proposed marketing of the GP Surgery Premises (at no more than an Open Market Rent for D1 community use);
- (d) professionally compiled evidence of reasonable market rents for D1 community use class properties within the locality of the Property to be used as a benchmark to identify the rent at which the premises will be marketed ;



- (e) details of the proposed internal specifications and fit out having regard to current NHS guidance for planning new primary and social care premises set out in the Department of Health's (DH) Design Guidance ("The Design Guidance"); Valuation Office Agency Questionnaire for Primary Care Estate Improvements and New Developments (Issue: Version 5 (28/10/16)) and Health Building Note 11-01: Facilities for primary and community care services (or any subsequent versions of these documents);
- (f) details as to the offer that will be made for the on-going management of the GP Surgery Premises and its immediate environs;
- (g) details of the provisions of any lease sub-lease licence or similar legal agreement (to include details of any legal restrictions obligations covenants contained within) under which the GP Surgery Premises will be leased sub-leased assigned or otherwise let to the occupier operator approved by the Camden Clinical Commissioning Group or Westminster Clinical Commissioning Group (being the organisation responsible for providing doctors surgeries in the area);
- (h) a commitment to submit a concluding report compiled by an appropriately qualified professional to the Council following the expiry of the 12 (twelve) months engagement period referred to at 2.23 above (unless an operator is secured earlier), and such report to be used as a vehicle by the Owner to confirm whether or not the GP Surgery Agreement for Lease has been

entered into and if not then to set out why and to provide evidence of the same ("Concluding Report"); and

- (i) 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

2.24 "the GP Surgery Premises"

means premises of not more than 600 square metres (GEA) to be located within the D1 floorspace comprised within the Development and which shall, if required to be provided, be constructed to Shell and Core Standard

2.25 "the Highways Contribution"

the sum of £34,435 (thirty-four thousand four hundred and thirty-five 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) resurfacing the footway adjacent to the Property; and

- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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

- 2.26 "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
- 2.27 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.28 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.29 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.30 "Medical Service Provider" a general medical practitioner or other similar medical professional recognised by NHS England (or successor organisation being responsible for providing doctors surgeries in the London Borough of Camden) as providing public sector health services to residents of the London Borough of Camden
- 2.31 "the Nominated Units" the ten residential units forming part of the Development as shown coloured yellow and blue on the plans attached at Annexure 1
- 2.32 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.33 "Open Market Rent" a rental value which might reasonably be expected to be payable for the space given its use, location, specification and other attributes

- 2.34 "the Parties" the Council and the Owner
- 2.35 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 14 August 2017 under reference number 2017/4306/P
- 2.36 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.37 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto at Annexure 2
- 2.38 "the Property" the land known as Arthur Stanley House 40-50 Tottenham Street and 20-21 Tottenham Mews, London W1T 4RN the same as shown shaded grey on the plan annexed hereto at Annexure 1
- 2.39 "Protected Tenant" Any tenant who:-
- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
  - (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

- (c) has been granted a shared ownership lease by the Registered Provider in respect of a particular Affordable Housing Unit
- 2.40 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.41 "the Public Open Space Contribution" the sum of £52,723 (fifty-two thousand seven hundred and twenty-three pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the enhancement, improvement, maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.42 "Reasonable Endeavours" where there is a reasonable endeavours obligation on the part of the Owner in this Agreement the Owner shall be bound to take active steps to attempt to fulfil the relevant obligation by the expenditure of such effort and or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then the Owner shall provide to the Council an explanation in writing of the steps it has undertaken in carrying out its reasonable endeavours obligations
- 2.43 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council Approved Strategic Partner List

- 2.44 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.45 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.46 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.47 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (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

2.48 "Shell and Core Standard"

accommodation constructed to shell and core finish as that expression is understood in the commercial development industry

2.49 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) the housing complies with the requirements set out for housing of this type in the National Planning Policy Framework and the Greater London Authority's Affordable Homes Programme 2016-21, where grant is being provided, the relevant affordable housing programme framework;
- (c) the housing is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (d) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

**2.50 "the Sustainability Plan"**

a plan including a pre-implementation and 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) achieve the targets set out in the submission document entitled Sustainability and Energy Statement by Green Building Design Consultants and SRE dated 20 July 2017 and



Addendum to Energy Statement by Thornton Reynolds dated 30 November 2017 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 and CC2;

- (b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
- (c) 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 an Excellent rating and attaining at least 60% of the credits in each of Energy and Water, and 40% of the credits in Materials categories;
- (d) 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;
- (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (f) measures to secure a post construction review of the Development by an appropriately

qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

- (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

#### 2.51 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (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;
- (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

2.52 "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

2.53 "the Travel Plan Monitoring Contribution"

the sum of £6,432 (six thousand four hundred and thirty-two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

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, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 and 4.3 for all relevant purposes.

3.9 Where any approval, agreement, consent, confirmation or expression of satisfaction is required, the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

#### 4. OBLIGATIONS OF THE OWNER

##### 4.1 AFFORDABLE HOUSING

- 4.1.1 On or prior to Implementation to seek the Council's written approval of the Registered Provider.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Registered Provider.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Affordable Housing Units.
- 4.1.5 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

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

4.1.7 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.1.8 From the Occupation Date for the Affordable Housing Units the obligations contained in this clause 4 (other than clauses 4.2 and 4.3) shall not be binding on:

- a) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successors in title thereto and their respective mortgagees and chargees;
- b) any purchaser from a mortgagee of an individual ~~/~~Affordable Housing Unit pursuant to any default by the individual mortgagor; *PR* *CCW*
- c) any Chargee provided that the Chargee has first complied with the provisions of clause 7.1.

## 4.2 CAR FREE DEVELOPMENT - RESIDENTIAL

4.2.1 To ensure that prior to Occupying the Nominated Units (being part of the Development) each new occupier of the Nominated Units is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and

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

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

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

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

#### 4.3 CAR FREE DEVELOPMENT - COMMERCIAL

4.3.1 To ensure that prior to occupying any commercial unit and / or GP Surgery Premises (being 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

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 Not to Occupy or use (or permit the Occupation or use of) any commercial unit and / or GP Surgery Premises (being part of the Development) at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business

Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.3.1 and 4.3.2 above will remain permanently.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of any commercial units and / or GP Surgery Premises (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 4.3.1 and 4.3.2 of this Agreement.

#### 4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the Implementation Date to:

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

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

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

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

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



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

#### **4.5 CYCLE PARKING CONTRIBUTION**

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

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

#### **4.6 DECENTRALISED ENERGY CONTRIBUTION**

4.6.1 On or prior to the Implementation Date to pay to the Council the Decentralised Energy Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Decentralised Energy Contribution in full.

#### **4.7 EMPLOYMENT AND TRAINING**

4.7.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.

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

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

4.7.4 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.

4.7.5 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training 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 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 steps required to remedy such non-compliance.

4.7.6 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 Employment and Training 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 Employment and Training Plan.

#### 4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

4.8.2 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.

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

4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

#### **4.9 ENVIRONMENTAL IMPROVEMENT CONTRIBUTION**

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

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

#### **4.10 GP SURGERY**

4.10.1 On or prior to the Implementation Date to submit to the Council for approval a draft GP Surgery Marketing Plan.

4.10.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the GP Surgery Marketing Plan as demonstrated by written notice to that effect, and thereafter to comply with and give effect to the requirements of the GP Surgery Marketing Plan as approved for the period specified therein.

4.10.3 From the date the Council's approval referred to in 4.10.2 above has been issued to use Reasonable Endeavours to secure an operator for the GP Surgery Premises which shall include consulting with Camden Clinical Commissioning Group or Westminster Clinical Commissioning Group (being the organisation responsible for providing doctors surgeries in the area) (or successor organisation) and marketing the GP Surgery Premises in accordance with the approved GP Surgery Marketing Plan for no less than 12 (twelve) months (unless an operator is secured earlier). For the avoidance of doubt, the 12 months period shall start no later than 12 (twelve) months prior to the Occupation Date.

4.10.4 To provide the Concluding Report evidencing compliance with the GP Surgery Marketing Plan and the outcome of the Owner's Reasonable Endeavours to secure an operator for the GP Surgery Premises on the expiration of the 12 (twelve) months' period referred to in Clause 4.10.3 above (unless an operator is secured earlier).

4.10.5 In the event that the Concluding Report confirms that the Owner has entered into the GP Surgery Agreement for Lease, the Owner shall expeditiously construct and build out the GP Surgery Premises in a good and workmanlike manner to Shell and Core

Standard, using good quality materials to the satisfaction of the Council (as demonstrated by written notification to that effect) and in strict accordance with the requirements of the GP Surgery Agreement for Lease and in any event within 3 (three) years from the date when the GP Surgery Agreement for Lease was entered into.

4.10.6 In the event that the Concluding Report confirms that the Owner has not been able to enter into the GP Surgery Agreement for Lease, not to Occupy or permit Occupation of any part of the commercial floorspace comprised within the Development until such time as the Owner has received a notice from the Council (not to be unreasonably withheld or delayed) that in Council's reasonable opinion the requirements of clauses 4.10.2 and 4.10.3 above have been fully complied with.

#### **4.11 HIGHWAYS CONTRIBUTION**

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

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

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

4.11.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.11.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.11.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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

#### 4.12 LOCAL EMPLOYMENT

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

4.12.2 In order to facilitate compliance with the requirements of sub-clause 4.12.1 above, 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:-

- 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) that the King's Cross Construction Centre is supplied with a full labour programme throughout the Construction Phase (with six-monthly updates) demonstrating (i) what skills and employment are needed throughout 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 six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.12.3 The Owner shall ensure that at all times during the Construction Phase no less than 6 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less 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 (based on the each individual apprentice placement) has been paid in full.

4.12.4 The Owner shall ensure that during the Construction Phase of the Development no less than 11 work placements and/or work experience opportunities are provided at the Development.

4.12.5 Notwithstanding the provisions in clauses 4.12.2 and 4.12.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.12.6 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

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

4.12.8 If the Owner is unable to provide the apprentices in accordance with Clause 4.12.3 of this Agreement for reasons demonstrated to the 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) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.12.9 Following the Occupation Date of the Development the Owner shall use Reasonable Endeavors to take active steps to facilitate the provision by the end user of three (3) end use apprenticeships following completion of the Construction Phase , this to include without prejudice to the generality arranging of a meeting between first tenant(s) to Occupy the Development and the Council's Economic Development Team to ensure that at all times the first tenant(s) to Occupy the Development will (unless otherwise agreed with the Council at the request of the Owner or the first tenant(s) to Occupy the Development) have in its employ no less than three (3) end use apprentices always ensuring that each apprentice shall be:-

- (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

#### 4.13 LOCAL PROCUREMENT

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

4.13.2 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.

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

4.13.4 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.

#### **4.14 PUBLIC OPEN SPACE CONTRIBUTION**

4.14.1 On or prior to the Implementation 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 SERVICE MANAGEMENT PLAN**

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

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

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

#### **4.16 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 such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.



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

4.16.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council 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.

#### 4.17 **TRAVEL PLAN**

4.17.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

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

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

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

#### 5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission 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 the Planning Permission reference 2017/4306/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 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan 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 2017/4306/P.

- 5.7 Payment of the contributions pursuant to Clause 4 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 names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/4306/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village 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 Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2017/4306/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.
- 6.3 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 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 None of the First Freeholder, the Second Freeholder nor the Leaseholder, 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 any of them no

longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time the relevant party 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.

## 7. **MORTGAGEE EXEMPTION**

7.1 Subject to the provisions of paragraphs (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon any Chargee or Receiver PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or it defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee or Receiver of the Affordable Housing Units shall give notice to the Council of its intention to dispose (“the Default Notice”).
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses.
- iii) If the Council having failed to arrange completion of a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or Receiver take possession of the Affordable Housing Units or as appropriate otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee or

Receiver and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in Clause 7.1(ii) has been followed shall not be bound by the restrictions contained in Clause 4.1 and nor will any person deriving title therefrom.

7.2 For the purposes of Clause 7.1(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2017/4306/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Executive Director of Supporting Communities;
- (c) The Director Regeneration and Planning;
- (d) The Head of Development Management;
- (e) The Planning Obligations Monitoring Officer; and
- (f) The Borough Solicitor.

7.3 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-

- i. exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto); or
- ii. has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),

shall be released from the obligations of Clause 4.1.

7.4 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable

written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7.5 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 Subject to Clause 6.6 all covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the First Freeholder, the Second Freeholder and the Leaseholder have executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY  
1921 MORTIMER INVESTMENTS LIMITED  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

  
Diego Rico

.....  
Director/Secretary

  
Cindy Woon

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO ARTHUR STANLEY HOUSE  
40-50 TOTTENHAM STREET AND 20-21 TOTTENHAM MEWS, LONDON W1T 4RN

EXECUTED AS A DEED BY  
1923 MORTIMER INVESTMENTS LIMITED  
acting by a Director and its Secretary  
or by two Directors

)  
)  
)  
)

.....  
Director *Diego Rico*

.....  
Director/Secretary *cindy woon*

EXECUTED AS A DEED BY  
1922 MORTIMER INVESTMENTS LIMITED  
acting by a Director and its Secretary  
or by two Directors

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.....  
Director *Diego Rico*

.....  
Director/Secretary *cindy woon*

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 shall be used by the Owner to prepare and submit the 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/>

The Owner should use the Minimum Requirements (also available at the link above) as guidance for what is required in 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**

### **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 to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened

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

**2) MAIN REQUIREMENTS OF THE CODE**

**A) CONSTRUCTION.**

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

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

**2.1 Actions & Responsibilities of Main Contractor**

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

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

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

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

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

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

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

- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

## THE THIRD SCHEDULE

### THE TRAVEL PLAN

#### **PART I: Components of the Travel Plan**

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

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

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

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

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

**In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

#### **1. Public Transport and walking**

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

**2. Taxis and Minicabs**

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

**3. Traffic Restraint**

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

**4. On-Street Parking Controls**

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

**5. Parking and Travel**

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

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

**6. Traffic Management**

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

**7. Cycling**

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

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

**8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust ([www.est.org.uk](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

**PART II: Review and Monitoring of the Travel Plan**

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

**1. Review the Property's Transport Accessibility**



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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

**ANNEXURE 1  
PLANS**