

DATED

2016

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

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

**Central Somers Town, including land at Polygon Road Open Space, Edith Neville
Primary School, 174 Ossulston Street and Purchase Street Open Space, London NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

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THIS AGREEMENT is made the day of 2016

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
- ii **MORTGAGEE** of (hereinafter called " ") of the second part
- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]
- 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 Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Number [subject to a charge to the
Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 4 January 2016 and the Council resolved to grant
permission conditionally under reference number 2015/2704/P subject to conclusion
of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in
which the Property is situated and considers it expedient in the interests of the proper
planning of its area that the development of the Property should be restricted or
regulated in accordance with this Agreement.

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

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost housing including Social Rented Housing Affordable Rented Housing and Intermediate 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 44 Affordable Housing Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Social Rented Housing Units
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act

2.5	"Burland Category of Damage"	an industry recognised category of structural damage as specified at para 3.25 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Community Hall"	the community hall to be built and fitted out on Plot 5 as part of the Development
2.8	"Community Hall Access Plan"	means the access plan to be agreed between the Owner and the Council in accordance with Clause 4.9 of this Agreement for making the Community Hall available for use by the public
2.9	"Community Hub"	the community hub facilities to be built and fitted out on Plot 1 as part of the Development
2.10	"Community Hub Access Plan"	means the access plan to be agreed between the Owner and the Council in accordance with Clause 4.8 of this Agreement for the building and fitting out of the MUGA forming part of the Community Hub and for making it available for use by the public
2.11	"Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision.
2.12	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per construction apprentice to be paid by the Owner to the Council in

		accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.13	"Construction Management Plan"	<p>a plan to be agreed in respect of each Plot of the Development setting out the measures that the Owner will adopt in undertaking the construction of that Plot 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 of that Plot 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):-</p> <ul style="list-style-type: none"> (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 building out of the Development; (ii) proposals to ensure there are no adverse effects on the Conservation Area features;

		<p>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(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);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(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</p>
2.14	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>

		and for the avoidance of doubt includes the demolition of any existing buildings
2.15	"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
2.16	"the Development"	<p>Demolition of existing buildings and the provision of approximately 2,190sq.m replacement school (Use Class D1); approximately 1,765sq.m of community facilities (Use Class D1); approximately 207sq.m of flexible Use Class A1/A2/A3/D1 floorspace and 136 residential units (Use Class C3) over 7 buildings ranging from 3 to 25 storeys in height comprising:</p> <ul style="list-style-type: none"> • Plot 1: Community uses at ground floor (Use Class D1) (approximately 1,554sq.m) to include a children's nursery and community play facility with 10no. residential units above; • Plot 2: 35 residential units over flexible A1/A2/A3/D1 floorspace at ground level (approximately 137sq.m); • Plot 3: Extension of Grade II listed terrace to provide 3no. dwellings; • Plot 4: Replacement school (Use Class D1) ; • Plot 5: 20no. residential units over a replacement community hall (Use Class D1) (approximately 211sq.m);

		<ul style="list-style-type: none"> • Plot 6: 14no. residential units; and • Plot 7: 54no. residential units over flexible A1/A2/A3/D1 floorspace at ground level (approximately 70sq.m). <p>Provision of 11,765 sqm of public open space along with associated highways works and landscaping.</p> <p>pursuant to the Planning Permission</p>
2.17	"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 4.12, 4.13, 4.18, 4.19, 4.28, 4.29, 4.33, 4.34, 4.43 and 4.44 of this Agreement (as relevant) 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) reasonable endeavours to ensure a 20% local employment target during the Construction Stage; c) to ensure the provision of an agreed number of construction apprentices;

		<p>d) ensure the recruitment of an agreed number of construction or non construction work placement opportunities of not less than 2 weeks during the Construction Phase;</p> <p>e) commit to following the Local Procurement Code</p>
2.18	"FCI"	the Francis Crick Institute, Midland Road, London NW1 1AT
2.19	"FCI Engagement Commitment"	means a commitment by the Owner and the Council to ensure that all actions and activities on the part of the Owner and the Council and their representatives and agents and stakeholders in respect of the Development are underpinned by (and promote) the objective of ensuring that the Development will be able to coexist satisfactorily with the existing research and medical uses within the FCI
2.20	"FCI Liaison Group"	means a liaison group to be established by the Owner the Council and the FCI as a vehicle whose aim is to ensure the objectives and requirements of the FCI Engagement Commitment are met and put into practice
2.21	"FCI Neighbour Management Plan"	<p>means a plan setting out the package of measures to be drawn up by the Owner in consultation with the FCI and approved by the Council designed to address the FCI Neighbour Management Objectives to include:</p> <p>(i) requirements around air quality including</p>

		<p>(a) requirement to carry out further air quality assessments, (including assessment of consequences of an emergency “black start” event associated with use of generators in event of total power failure and possible alert/alarm measures in the event of a “black start” event) (b) requirement to implement any further measures / commitments needed to address specific air quality impacts on FCI</p> <p>(ii) measures to mitigate direct views into FCI research laboratories or other parts of the FCI building where sensitive work is undertaken; (MIGHT BE SCREENS)</p> <p>(iii) measures to ensure the FCI Neighbour Management Plan and its operation are monitored and reviewed to ensure that the FCI Neighbour Management Plan Objectives continue to be addressed</p>
2.22	“FCI Neighbour Management Plan Objectives”	<p>means:</p> <p>a) the objective of preventing/minimising the possible impacts of the Development on the operations of the FCI; and</p> <p>b) the objective of ensuring that the Development does not have a material adverse effect on the operations of the FCI</p>
2.23	“the Highways Contribution”	means the total sum of £1,700,000 (one million seven hundred thousand pounds) which is to

		<p>be paid by the Owner to the Council in accordance to the terms of this Agreement as follows:</p> <p>in respect of Plot 2 the sum of £581,487.68 (five hundred and eighty one thousand four hundred and eighty seven pounds sixty eight pence)</p> <p>in respect of Plot 3 the sum of £66,113.73 (sixty six thousand one hundred and thirteen pounds seventy three pence)</p> <p>in respect of Plot 7 the sum of £1,052,398.59 (one million fifty two thousand three hundred and ninety eight pounds fifty nine pence)</p> <p>and is to be applied by the Council in event of receipt for the carrying out works to the public highway adjacent to the Property and pedestrian, cycling and environmental improvements and associated measures in the local vicinity of the Property such works to include (subject to further detailed consultation) the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> (i) Repaving the carriageways directly adjacent to the site. (ii) Repaving the footways directly adjacent to the site in high quality natural stone paving slabs. (iii) Removal of redundant and/or unnecessary items of street furniture in the general vicinity of the site.
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		<ul style="list-style-type: none"> (iv) Amendments to the existing traffic management orders directly adjacent to the site (e.g. to amend single yellow lines to loading bays and disabled parking bays where necessary) (v) Introduction of traffic calming measures on Brill Place (i.e. raised table near junction with Midland Road). (vi) Reducing the carriageway width on Chalton Street to incorporate a wider footway and the introduction of street trees. (vii) Reducing the extent of carriageway at the southern end of Charrington Street to accommodate a slight increase to the public open space adjacent to the reconfigured school. (viii) Enhancements to the cycling and pedestrian facilities on the section of Polygon Road between Ossulston Street and Purchase Street. (ix) Amendments to the road layout on the section of Polygon Road between Chalton Street and Ossulston Street to reduce the dominance of motor vehicles, thereby making cycling and walking more pleasant. (x) Enhancements to the cycling and
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		<p>pedestrian facilities on Purchase Street, including potentially extending the segregated 2-way cycle track southwards to the junction with Brill Place.</p> <p>(xi) Introduction of traffic calming measures on Purchase Street (i.e. raised table at junction with Polygon Road; this might require the relocation of the existing zebra crossing).</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.24	"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 for the purposes of this Agreement the following shall be deemed not to be material operations: site or soil investigations ground investigations site survey works and the erection of temporary hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly
2.25	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.26	"Legible London Signage"	a simple-to-use wayfinding system, including

		maps and plans, which is designed to help pedestrians find the shortest route to their destination;
2.27	"Legible London Signage"	the sum of £16,000 (sixteen 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 towards the provision of Legible London Signage in the vicinity of the Development
2.28	"the Levels 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 Third Schedule hereto
2.30	"the Market Housing Units"	<p>the Residential Units that are not Affordable Housing Units to be provided within the Development as follows:</p> <p>Plot 2 - no more than 35 units within a maximum of 3,648m² gross external area of market housing floorspace</p> <p>Plot 3 – no more than 3 residential units within a minimum of gross external area of market housing floorspace of 515m²</p> <p>Plot 7 – no more than 54 residential units within a maximum of 7,153 m² gross external area of market housing floorspace</p>
2.31	"Occupation Date"	the date when any part of the Development is occupied for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or landscaping or occupation for

		marketing or security operations preparatory to the use of the Development for the purposes permitted by the Planning Permission and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.32	"the Parties"	mean the Council the Owner [and the Mortgagee] [and any other interested parties]
2.33	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 4 January 2016 for which a resolution to grant permission has been passed conditionally under reference number 2015/2704/P subject to conclusion of this Agreement
2.34	"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
2.35	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.36	"Plot 1"	the land forming part of the Development which is to provide community uses at ground floor (Use Class D1) (approximately 1,554sq.m) to include a children's nursery and community play facility with 10no. residential units above as identified on the Plot Plan
2.37	"Plot 2"	the land forming part of the Development which

		is to provide 35 residential units over flexible A1/A2/A3/D1 floorspace at ground level (approximately 137sq.m) as identified on the Plot Plan
2.38	"Plot 3"	the land forming part of the Development which is to provide extension of Grade II listed terrace to provide 3no. dwellings as identified on the Plot Plan
2.39	"Plot 4"	the land forming part of the Development which is to provide replacement school (Use Class D1) as identified on the Plot Plan
2.40	"Plot 5"	the land forming part of the Development which is to provide 20no. residential units over a replacement community hall (Use Class D1) (approximately 211sq.m) as identified on the Plot Plan
2.41	"Plot 6"	the land forming part of the Development which is to provide 14no. residential units as identified outlined on the Plot Plan
2.42	"Plot 7"	the land forming part of the Development which is to provide 54no. residential units over flexible A1/A2/A3/D1 floorspace at ground level (approximately 70sq.m)as identified on the Plot Plan
2.43	"the Plot 7 Basement Approval in Principal"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during

		the Construction Phase or thereafter
2.44	"the Plot 7 Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) for each elevation of the new building on Plot 7 adjoining the public highway to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.45	"the Plot 7 Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking 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):-</p> <p>(i) a programme of works to be carried out during the Construction Phase, including details and timing of works;</p> <p>(ii) 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 building out of the Development;</p>

		<p>(iii) proposals to minimise any adverse effects on the FCI during the Construction Phase;</p> <p>(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(vi) the inclusion of a waste management strategy for handling and disposing of construction waste;</p> <p>(vii) the incorporation of those of the protections referred to in the memorandum entitled "Suggested Code of Construction Practice" produced by Cole Jarman Engineers dated July 2016 that the Council considers reasonable and necessary and</p> <p>(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and</p>
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		reviewing as required from time to time
2.46	“the Plot 7 Construction Working Group”	means a working group which the Owner and the Council shall use to facilitate consultation with the FCI and the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the FCI and the local community arising from the construction of the Development
2.47	“the Plot 7 Detailed Basement Construction Plan”	<p>a plan setting out detailed information relating to the design and construction of the basement forming part of the Development including a programme of works (comprising details and timings of the works to be carried out) with a view to minimising any or all impacts of the Development on the FCI 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 the FCI as described in the Basement Impact Assessment by Buro Happold dated December 2015 submitted with the Planning Application and to include the following key stages:-</p> <ol style="list-style-type: none"> 1. the Owner to appoint (i) an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body

		<p>having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”); and</p> <p>(ii) an independent suitably qualified acoustician to agree limiting vibration criteria (frequencies, accelerations etc) with the FCI (the “Acoustician”) and for details of the appointments to be submitted for approval in advance the Council (in consultation with the FCI) (and for the Owner to agree any change in Basement Design Engineer or Acoustician during the Construction Phase with the Council (in consultation with the FCI) in advance of any appointment); and,</p> <p>2. the Basement Design Engineer and the Acoustician 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 and noise and vibration impacts on the FCI have been incorporated into the final design; and</p>
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		<p>(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the FCI beyond “Slight” with reference to the Burland Category of Damage and that the noise and vibration impacts on the FCI will be kept to a minimum; and</p> <p>(c) that the Basement Design Engineer and Acoustician having 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 (at the Owner’s cost) a detailed structural appraisal and conditions survey of the FCI to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered by the FCI 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 the FCI throughout the Construction Phase including temporary</p>
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		<p>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> <p>(iii) detailed design modelling relating to the local ground conditions and local water environment and structural condition of and noise and vibration impacts on the FCI prepared by the Basement Design Engineer and the Acoustician 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 and the Acoustician to be engaged throughout the Construction Phase to inspect approve and undertaking 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 all basement areas forming part of the</p>
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		<p>Development and any and all associated drainage and/or ground water diversion measures in order to maintain structural stability of the Property the FCI and the local water environment (surface and groundwater);</p> <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 later time agreed by the Council in writing); and</p> <p>(vii) measures to limit vibration setting out the criteria for assessment (frequencies, accelerations etc) and to ensure that those criteria are strictly complied with; and</p> <p>(viii) 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 FCI and 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; and</p> <p>(ix) preparation and agreement of a contingency plan with the FCI setting</p>
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		<p>out measures to be undertaken to ensure minimisation of impact on the FCI in the event of any delays in completing the Development</p> <p>3. 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 servicing engineer to be submitted to the Council for written approval in advance; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council 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 (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 to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer and Acoustician with a view to addressing</p>
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		<p>these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval (following consultation with the FCI) with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.</p> <p>6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council (following consultation with the FCI) and in the event that that a further technical assessment be reasonably required then the Owner agrees to reimburse the Council for any reasonable costs expended which requires 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>
2.48	"Plot Plan"	the plan annexed hereto numbered 246-110-70 Rev B by DSDHA and labelled Plan 1
2.49	"Polygon Open Space"	the open space in the location identified on the plan annexed hereto by DSDHA and labelled Plan 2

2.50	Polygon Open Space Works	the works of improvement to Polygon Open Space as part of the Development
2.51	"the Property"	the land known as Central Somers Town the same as shown outlined in red on the Plot Plan annexed hereto
2.52	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.53	"Purchase Street Open Space"	the open space in the location identified the plan annexed hereto by DSDHA and labelled Plan 2 which is to be improved as part of the Development
2.54	"Purchase Street Open Space Works"	the works of improvement to Purchase Street Open Space as part of the Development
2.55	"Public Open Space Closure Plan"	a plan detailing the areas of public open space that will be closed during the Construction Phase and for how long
2.56	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator
2.57	"Regulator"	means the Home and Communities Agency and any successor organisation
2.58	"Residential 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:-

		<p>(a) the elements set out in the Fourth Schedule hereto;</p> <p>(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;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(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</p> <p>(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;</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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2.59	"Residential Travel Plan Monitoring Contribution"	the sum of £6,780 (six thousand seven 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 review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.60	"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
2.61	"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
2.62	"School"	the school building to be built and fitted out on Plot 4 as part of the Development in accordance with the requirements of clause 4.3 of this Agreement
2.63	"School Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the School with a view to inter alia reducing trips in motor vehicles to and from the School and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(g) the elements set out in the Fourth Schedule hereto;</p>

		<p>(h) 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;</p> <p>(i) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(j) 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</p> <p>(k) 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;</p> <p>(l) 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>
2.64	"the School Travel Plan Monitoring	the sum of £6,780 (six thousand seven hundred

	Contribution”	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 review and approve the School Travel Plan over a six year period from the date of first Occupation of the School
2.65	“Social Rented Housing”	<p>Affordable Housing units available for rent in perpetuity such that:-</p> <ul style="list-style-type: none"> (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) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Homes and Communities Agency document entitled: <i>Affordable Homes Programme 2011-2015 Framework</i> and successor document; (c) 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 the Council or 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
2.66	"Social Rented Housing Units"	<p>the 44 units of Social Rented Housing forming the Affordable Housing Units to be provided as part of the Development as follows:</p> <p>Plot 1 – no less than 10 Social Rented Housing Units within a maximum of 1,220m² gross external area located on the first to fifth floor above the nursery.</p> <p>Plot 5 – no less than 20 Social Rented Housing Units within a maximum of 2,136m² gross external area</p> <p>Plot 6 – no less than 14 Social Rented Housing Units within a maximum of 1,555m² gross external area</p>
2.67	"the 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 fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the Energy and Sustainability Statement for the relevant plot submitted with the Planning Application</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</p>

		<p>60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and to include a maximum water consumption for the Development of 89.5 litres/person per day;</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 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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2.68	"Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Residential Travel Plan or School Travel Plan and be responsible for the coordination, implementation, reporting and review of the Residential Travel Plan or School Travel Plan with a view to securing an ongoing process of continuous improvement
2.69	"the Tree Planting Contribution"	the sum of £6,485.20 (six thousand four hundred and eighty five pounds twenty 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 towards the planting of trees in the vicinity 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 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 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.
- 3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action and agrees that the obligations in this Agreement shall only be enforceable against the Owner to the extent that they relate to the interest it holds at the relevant time

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

A OBLIGATIONS BINDING ALL PLOTS

4.1 AFFORDABLE HOUSING

- 4.1.1 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.
- 4.1.2 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 Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator.
- 4.1.3 Not to occupy or allow Occupation of any market units within Plot 2 until such time as:
- (i) the Council (as landowner) has confirmed that it is managing the Affordable Housing Units itself or 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 within Plot 1 have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 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, the Homes and Community Agency (or successor bodies) or the Council from time to time.

- 4.1.5 The Council (and Registered Provider if relevant) 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.

4.2 CAR FREE DEVELOPMENT

- 4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the 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 of this Agreement.

4.3 PROVISION OF SCHOOL

- 4.3.1 The Owner shall not Occupy or permit Occupation of any Market Housing Unit until such time as the Owner has received written notification from the Council that the School has been constructed and fitted out.

4.4 TREE PLANTING CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Tree Planting Contribution.

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

4.5 PUBLIC OPEN SPACE CLOSURE PLAN

- 4.5.1 Prior to Implementation of each Plot to submit to the Council for approval the Public Open Space Closure Plan in relation to the relevant Plot or Plots.
- 4.5.2 Not to Implement or permit Implementation of each Plot until the Council has approved the Public Open Space Closure Plan (as demonstrated by written notice to that effect).
- 4.5.3 The Owner acknowledges and agrees that the Council will not approve the Public Open Space Closure Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out with minimal possible impact on and disturbance to the public open space in the vicinity of the Development.
- 4.5.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Public Open Space Closure Plan and not to permit the carrying out of any works comprised in the Development at any time when the requirements of the Public Open Space Closure 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.

4.6 LEGIBLE LONDON SIGNAGE

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Legible London Signage Contribution.
- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Legible London Signage Contribution

4.7 ADDITIONAL CONTRIBUTION TOWARDS AFFORDABLE HOUSING

- 4.7.1 The Council's Cabinet has agreed to further cross subsidise this scheme from its affordable housing fund up to a figure of £10.3m in order to deliver the Social Rent Housing Units.
- 4.7.2 Should the land sale receipt significantly exceed the currently anticipated level then the scale of the subsidy from the Council's affordable housing fund would be reduced proportionately to achieve a break even.
- 4.7.3 The Council's Cabinet decision of 16 December confirmed that any surplus will be spent on Affordable Housing. However in the first instance any such payment would be used to reduce the level of subsidy from the affordable housing fund required by the Development.

4.8 COMMUNITY HUB

- 4.8.1 Prior to first operation of the MUGA forming part of the Community Hub to submit to the Council for approval the Community Hub Access Plan.
- 4.8.2 Not to operate or permit operation of the MUGA forming part of the Community Hub until the Council has approved the Community Hub Access Plan (as demonstrated by written notice to that effect).
- 4.8.3 Not to Occupy or permit Occupation of more than 50 per cent of the Market Housing Units until the Community Hub has been provided and is available for use by the public in accordance with the Community Hub Access Plan.

4.9 COMMUNITY HALL

- 4.9.1 Prior to first operation of the Community Hall to submit to the Council for approval the Community Hall Access Plan.
- 4.9.2 Not to operate the Community Hall until the Council has approved the Community Hall Access Plan (as demonstrated by written notice to that effect).

- 4.9.3 Not to Occupy or permit Occupation of more than 50 per cent of the Market Housing Units until the Community Hall has been provided in and is available for use by the public in accordance with the Community Hall Access Plan.

B. OBLIGATIONS BINDING PLOT 1

4.10 PLOT 1 CONSTRUCTION MANAGEMENT PLAN

- 4.10.1 On or prior to the Plot 1 Implementation Date to submit to the Council for approval a draft Construction Management Plan in respect of Plot 1.

- 4.10.2 Not to Implement nor allow Implementation of the Development of Plot 1 until such time as the Council has approved the Construction Management Plan in respect of Plot 1 as demonstrated by written notice to that effect.

- 4.10.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan in respect of Plot 1 unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development in respect of Plot 1 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

- 4.10.4 To ensure that throughout the Construction Phase in respect of Plot 1 the Development of Plot 1 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan for Plot 1 and not to permit the carrying out of any works comprised in demolition or building out the Development of Plot 1 at any time when the requirements of the Construction Management Plan for Plot 1 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.

4.11 PLOT 1 EMPLOYMENT AND TRAINING PLAN

- 4.11.1 Prior to the Implementation Date in respect of Plot 1 to submit to the Council for approval an Employment and Training Plan for Plot 1.

4.11.2 Not to Implement nor permit Implementation in respect of Plot 1 until such time as the Council has approved the Employment and Training Plan for Plot 1 as demonstrated by written notice to that effect.

4.11.3 To ensure that throughout the Construction Phase in respect Plot 1 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan for Plot 1 as approved 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 for Plot 1 as approved 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.

4.12 PLOT 1 LOCAL EMPLOYMENT

4.12.1 In carrying out the works comprised in the Construction Phase of the Development of Plot 1 the Owner shall use reasonable endeavours to 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 to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development for Plot 1 to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development of Plot 1 for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development within Plot 1 (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase in respect of Plot 1.

4.12.3 The Owner shall ensure that at all times during the Construction Phase in respect of Plot 1 construction apprentices shall be employed at the Development always ensuring that the number of apprentices to be provided shall be agreed with the Council prior to Implementation and 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 of Plot 1 an agreed number of work placements and/or work experience opportunities are provided at the Development within Plot 1.

4.12.5 Notwithstanding the provisions in clauses 4.12.3 and 4.12.4 (above) of this Agreement, during the Construction Phase in respect of Plot 1 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 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 each individual apprentice placement not provided) has been paid in full.

4.13 PLOT 1 LOCAL PROCUREMENT

- 4.13.1 Prior to Implementation in respect of Plot 1 to agree a programme during the construction of the Development within Plot 1 to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development within Plot 1 in accordance with the Council's Local Procurement Code.
- 4.13.2 On or prior to Implementation in respect of Plot 1 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 Phase in respect of Plot 1 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 PLOT 1 SUSTAINABILITY PLAN

- 4.14.1 On or prior to the Implementation Date in respect of Plot 1 to submit to the Council for approval a Sustainability Plan for Plot 1.
- 4.14.2 Not to Implement nor permit Implementation in respect of Plot 1 until such time as the Council has approved the Sustainability Plan for Plot 1 as demonstrated by written notice to that effect.
- 4.14.3 Not to Occupy or permit Occupation of the non residential elements of the Development within Plot 1 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 for Plot 1 as approved by the Council have been incorporated into the Development within Plot 1.

4.14.4 Following the Occupation Date in respect of Plot 1 the Owner shall not Occupy or permit Occupation of any part of the Development within Plot 1 at any time when the Development within Plot 1 is not being managed in accordance with the Sustainability Plan for Plot 1 as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development within Plot 1 otherwise than in accordance with the requirements of the Sustainability Plan for Plot 1 as approved.

4.15 PLOT 1 RESIDENTIAL TRAVEL PLAN

4.15.1 On or prior to the Implementation Date in respect of Plot 1 to submit to the Council a Residential Travel Plan in respect of Plot 1 for approval.

4.15.2 Not to Occupy or permit Occupation of any part of the Development within Plot 1 until such time as the Council has approved the Residential Travel Plan for Plot 1 as demonstrated by written notice to that effect.

4.15.3 The Owner covenants with the Council that after the Occupation Date in respect of Plot 1 the Owner shall not Occupy or permit Occupation of any part of the Development within Plot 1 at any time when the Development within Plot 1 is not being managed in strict accordance with the Residential Travel Plan for Plot 1 as approved by the Council from time to time and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

C. OBLIGATIONS BINDING PLOT 2

4.16 PLOT 2 CONSTRUCTION MANAGEMENT PLAN

4.16.1 On or prior to the Plot 2 Implementation Date to submit to the Council for approval a draft Construction Management Plan in respect of Plot 2.

4.16.2 Not to Implement nor allow Implementation of the Development of Plot 2 until such time as the Council has approved the Construction Management Plan in respect of Plot 2 as demonstrated by written notice to that effect.

4.16.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan in respect of Plot 2 unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development in respect of Plot 2 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.16.4 To ensure that throughout the Construction Phase in respect of Plot 2 the Development of Plot 2 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan for Plot 2 and not to permit the carrying out of any works comprised in demolition or building out the Development of Plot 2 at any time when the requirements of the Construction Management Plan for Plot 2 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.

4.17 PLOT 2 EMPLOYMENT AND TRAINING PLAN

4.17.1 Prior to the Implementation Date in respect of Plot 2 to submit to the Council for approval an Employment and Training Plan for Plot 2.

4.17.2 Not to Implement nor permit Implementation in respect of Plot 2 until such time as the Council has approved the Employment and Training Plan for Plot 2 as demonstrated by written notice to that effect.

4.17.3 To ensure that throughout the Construction Phase in respect Plot 2 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan for Plot 2 as approved 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 for Plot 2 as approved 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.

4.18 PLOT 2 LOCAL EMPLOYMENT

4.18.1 In carrying out the works comprised in the Construction Phase of the Development for Plot 2 the Owner shall use reasonable endeavours ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.18.2 In order to facilitate compliance with the requirements of sub-clause 4.18.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development for Plot 2 to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development of Plot 2 for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development within Plot 2 (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase in respect of Plot 2.

4.18.3 The Owner shall ensure that at all times during the Construction Phase in respect of Plot 2 construction apprentices shall be employed at the Development always ensuring that the number of apprentices to be provided shall be agreed with the Council prior to Implementation and 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

4.18.4 The Owner shall ensure that during the Construction Phase of the Development of Plot 2 an agreed number of work placements and/or work experience opportunities are provided at the Development within Plot 2.

4.18.5 Notwithstanding the provisions in clauses 4.18.3 and 4.18.4 (above) of this Agreement, during the Construction Phase in respect of Plot 2 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.

4.18.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.18.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

4.18.6.1 forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

4.18.6.2 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.

4.19 PLOT 2 LOCAL PROCUREMENT

4.19.1 Prior to Implementation in respect of Plot 2 to agree a programme during the construction of the Development within Plot 2 to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development within Plot 2 in accordance with the Council's Local Procurement Code.

4.19.2 On or prior to Implementation in respect of Plot 2 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.

4.19.3 To ensure that throughout the Construction Phase in respect of Plot 2 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.

4.19.4 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.

4.20 PLOT 2 RESIDENTIAL TRAVEL PLAN

4.20.1 On or prior to the Implementation Date in respect of Plot 2 to submit to the Council a Residential Travel Plan in respect of Plot 2 for approval.

4.20.2 Not to Occupy or permit Occupation of any part of the Development within Plot 2 until such time as the Council has approved the Residential Travel Plan for Plot 2 as demonstrated by written notice to that effect.

4.20.3 The Owner covenants with the Council that after the Occupation Date in respect of Plot 2 the Owner shall not Occupy or permit Occupation of any part of the Development within Plot 2 at any time when the Development within Plot 2 is not being managed in strict accordance with the Residential Travel Plan for Plot 2 as approved by the Council from time to time and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.21 HIGHWAYS CONTRIBUTION

4.21.1 On or prior to the Implementation of Plot 2 to pay to the Council the Highways Contribution in respect of Plot 2 and to submit to the Council the Level Plans in respect of Plot 2 for approval, such approval not to be unreasonably withheld or delayed.

- 4.21.2 Not to Implement or to allow Implementation of Plot 2 until such time as the Council has received the Highways Contribution in respect of Plot 2 and the Council has approved the Level Plans in respect of Plot 2 as demonstrated by written notice to that effect.
- 4.21.4 Subject to the receipt of the Highways Contribution for Plot 2 the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and shall liaise with the Owner to establish a programme with the Owner that aims to have the necessary Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.
- 4.21.5 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 (acting reasonably) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

OBLIGATIONS BINDING PLOT 3

4.22 PLOT 3 CONSTRUCTION MANAGEMENT PLAN

- 4.22.1 On or prior to the Plot 3 Implementation Date to submit to the Council for approval a draft Construction Management Plan in respect of Plot 3.
- 4.22.2 Not to Implement nor allow Implementation of the Development of Plot 3 until such time as the Council has approved the Construction Management Plan in respect of Plot 3 as demonstrated by written notice to that effect.
- 4.22.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan in respect of Plot 3 unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development in respect of Plot 3 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.22.4 To ensure that throughout the Construction Phase in respect of Plot 3 the Development of Plot 3 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan for Plot 3 and not to permit the carrying out of any works comprised in demolition or building out the Development of Plot 3 at any time when the requirements of the Construction Management Plan for Plot 3 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.

4.23 HIGHWAYS CONTRIBUTION

4.23.1 On or prior to the Implementation of Plot 3 to pay to the Council the Highways Contribution in respect of Plot 3 and to submit to the Council the Level Plans in respect of Plot 3 for approval, such approval not to be unreasonably withheld or delayed.

4.23.2 Not to Implement or to allow Implementation of Plot 3 until such time as the Council has received the Highways Contribution in respect of Plot 3 and the Council has approved the Level Plans in respect of Plot 3 as demonstrated by written notice to that effect.

4.23.4 Subject to the receipt of the Highways Contribution for Plot 2 the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and shall liaise with the Owner to establish a programme with the Owner that aims to have the necessary Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.

4.23.5 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 (acting reasonably) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

OBLIGATIONS BINDING PLOTS 2 AND 3

4.24 POLYGON OPEN SPACE

- 4.24.1 Not to Occupy or permit Occupation of more than 50 per cent of the Market Housing Units in Plot 2 and Plot 3 until the Polygon Open Space Works have been completed and the Polygon Open Space is available for use by the public.

OBLIGATIONS BINDING PLOT 4

4.25 PLOT 4 CONSTRUCTION MANAGEMENT PLAN

- 4.25.1 On or prior to the Plot 4 Implementation Date submit to the Council for approval a draft Construction Management Plan in respect of Plot 4.

- 4.25.2 Not to Implement nor allow Implementation of the Development of Plot 4 until such time as the Council has:

approved the Construction Management Plan in respect of Plot 4 as demonstrated by written notice to that effect.

- 4.25.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan in respect of Plot 4 unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development in respect of Plot 4 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

- 4.25.4 To ensure that throughout the Construction Phase in respect of Plot 4 the Development of Plot 4 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan for Plot 4 and not to permit the carrying out of any works comprised in demolition or building out the Development of Plot 4 at any time when the requirements of the Construction Management Plan for Plot 4 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.

4.26 THE SCHOOL TRAVEL PLAN

- 4.26.1 On or prior to the Occupation Date in respect of Plot 4 to submit to the Council for approval the School Travel Plan and to pay to the Council the School Travel Plan Monitoring Contribution.
- 4.26.2 Not to Occupy or permit Occupation of any part of the Development in Plot 4 until such time as the Council has approved the School Travel Plan and has paid the School Travel Plan Monitoring Contribution in Full as demonstrated by written notice to that effect.
- 4.26.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the School at any time when the School is not being managed in accordance with the School Travel Plan as approved by the Council from time to time and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.27 PLOT 4 EMPLOYMENT AND TRAINING PLAN

- 4.27.1 Prior to the Implementation Date in respect of Plot 4 to submit to the Council for approval an Employment and Training Plan for Plot 4.
- 4.27.2 Not to Implement nor permit Implementation in respect of Plot 4 until such time as the Council has approved the Employment and Training Plan for Plot 4 as demonstrated by written notice to that effect.
- 4.27.3 To ensure that throughout the Construction Phase in respect Plot 4 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan for Plot 4 as approved 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 for Plot 4 as approved 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.

4.28 PLOT 4 LOCAL EMPLOYMENT

4.28.1 In carrying out the works comprised in the Construction Phase of the Development for Plot 4 the Owner shall use reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.28.2 In order to facilitate compliance with the requirements of sub-clause 4.28.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development for Plot 4 to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development of Plot 4 for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development within Plot 4 (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase in respect of Plot 4.

4.28.3 The Owner shall ensure that at all times during the Construction Phase in respect of Plot 4 construction apprentices shall be employed at the Development always ensuring that the number of apprentices to be provided shall be agreed with the Council prior to Implementation and 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.

4.28.4 The Owner shall ensure that during the Construction Phase of the Development of Plot 4 an agreed number of work placements and/or work experience opportunities are provided at the Development within Plot 4.

4.28.5 Notwithstanding the provisions in clauses 4.28.3 and 4.28.4 (above) of this Agreement, during the Construction Phase in respect of Plot 4 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.

4.28.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.28.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.29 PLOT 4 LOCAL PROCUREMENT

4.29.1 Prior to Implementation in respect of Plot 4 to agree a programme during the construction of the Development within Plot 4 to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development within Plot 2 in accordance with the Council's Local Procurement Code.

4.29.2 On or prior to Implementation in respect of Plot 4 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.

4.29.3 To ensure that throughout the Construction Phase in respect of Plot 4 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.

4.29.4 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.

4.30 PLOT 4 SUSTAINABILITY PLAN

4.30.1 On or prior to the Implementation Date in respect of Plot 4 to submit to the Council for approval a Sustainability Plan for Plot 4.

4.30.2 Not to Implement nor permit Implementation in respect of Plot 4 until such time as the Council has approved the Sustainability Plan for Plot 4 as demonstrated by written notice to that effect.

4.30.3 Not to Occupy or permit Occupation of the non residential elements of the Development within Plot 4 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 for Plot 4 as approved by the Council have been incorporated into the Development within Plot 4.

4.30.4 Following the Occupation Date in respect of Plot 4 the Owner shall not Occupy or permit Occupation of any part of the Development within Plot 4 at any time when the Development within Plot 4 is not being managed in strict accordance with the Sustainability Plan for Plot 4 as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development within Plot 4 otherwise than in strict accordance with the requirements of the Sustainability Plan for Plot 4 as approved.

OBLIGATIONS BINDING PLOTS 5 AND 6

4.31 PURCHASE STREET OPEN SPACE

- 4.31.1 Not to Occupy or permit Occupation of more than 50 per cent of the Development in Plot 5 and Plot 6 until the Purchase Street Open Space Works have been completed and the Purchase Street Open Space is available for use by the public.

4.32 PLOT 5 AND PLOT 6 EMPLOYMENT AND TRAINING PLAN

- 4.32.1 Prior to the Implementation Date in respect of Plot 5 or Plot 6 to submit to the Council for approval an Employment and Training Plan for Plot 5 and Plot 6.
- 4.32.2 Not to Implement nor permit Implementation in respect of Plot 5 or Plot 6 until such time as the Council has approved the Employment and Training Plan for Plot 5 and Plot 6 as demonstrated by written notice to that effect.
- 4.32.3 To ensure that throughout the Construction Phase in respect of Plot 5 and Plot 6 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan for Plot 5 and Plot 6 as approved 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 for Plot 5 and Plot 6 as approved 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.

4.33 PLOT 5 AND PLOT 6 LOCAL EMPLOYMENT

- 4.33.1 In carrying out the works comprised in the Construction Phase of the Development for Plot 5 and Plot 6 the Owner shall use reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 4.33.2 In order to facilitate compliance with the requirements of sub-clause 4.33.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development for Plot 5 and Plot 6 to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development of Plot 5 and Plot 6 for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development within Plot 5 and Plot 6 (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase in respect of Plot 5 and Plot 6.

4.33.3 The Owner shall ensure that at all times during the Construction Phase in respect of Plot 5 and Plot 6 construction apprentices shall be employed at the Development always ensuring that the number of apprentices to be provided shall be agreed with the Council prior to Implementation and 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. .

4.33.4 The Owner shall ensure that during the Construction Phase of the Development of Plot 5 and Plot 6 an agreed number of work placements and/or work experience opportunities are provided at the Development within Plot 5 and Plot 6.

4.33.5 Notwithstanding the provisions in clauses 4.33.3 and 4.33.4 (above) of this Agreement, during the Construction Phase in respect of Plot 5 and Plot 6 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.

4.33.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.33.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement not provided) has been paid in full.

4.34 PLOT 5 AND PLOT 6 LOCAL PROCUREMENT

4.34.1 Prior to Implementation in respect of Plot 5 or Plot 6 to agree a programme during the construction of the Development within Plot 5 and Plot 6 to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development within Plot 5 and Plot 6 in accordance with the Council's Local Procurement Code.

4.34.2 On or prior to Implementation in respect of Plot 5 or Plot 6 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.

4.34.3 To ensure that throughout the Construction Phase in respect of Plot 5 and Plot 6 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.

- 4.34.4 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.

4.35 PLOT 5 AND PLOT 6 RESIDENTIAL TRAVEL PLAN

- 4.35.1 On or prior to the Implementation Date in respect of Plot 5 or Plot 6 to submit to the Council a Residential Travel Plan in respect of Plot 5 and Plot 6 for approval.

- 4.35.2 Not to Occupy or permit Occupation of any part of the Development within Plot 5 or Plot 6 until such time as the Council has approved the Residential Travel Plan for Plot 5 and Plot 6 as demonstrated by written notice to that effect.

- 4.35.3 The Owner covenants with the Council that after the Occupation Date in respect of Plot 5 and/or Plot 6 the Owner shall not Occupy or permit Occupation of any part of the Development within Plot 5 or Plot 6 at any time when the Development within Plot 5 and/or Plot 6 is not being managed in accordance with the Residential Travel Plan for Plot 5 and Plot 6 as approved by the Council from time to time and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.36 PLOT 5 AND 6 CONSTRUCTION MANAGEMENT PLAN

- 4.36.1 On or prior to the Implementation Date in respect of Plot 5 and Plot 6 to submit to the Council for approval a draft Construction Management Plan in respect of Plot 5 and Plot 6.

- 4.36.2 Not to Implement nor allow Implementation of the Development of Plot 5 and Plot 6 until such time as the Council has approved the Construction Management Plan in respect of Plot 5 and Plot 6 as demonstrated by written notice to that effect.

- 4.36.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan in respect of Plot 5 and Plot 6 unless it demonstrates

to the Council's reasonable satisfaction that the Construction Phase of the Development in respect of Plot 5 and Plot 6 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

- 4.36.4 To ensure that throughout the Construction Phase in respect of Plot 5 and Plot 6 the Development of Plot 5 and Plot 6 shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan for Plot 5 and Plot 6 and not to permit the carrying out of any works comprised in demolition or building out the Development of Plot 5 and Plot 6 at any time when the requirements of the Construction Management Plan for Plot 5 and Plot 6 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.

OBLIGATIONS BINDING PLOT 7

4.37 GENERAL DEVELOPMENT OBLIGATIONS IN RELATION TO PLOT 7

- 4.37.1 The Council and Owner hereby expressly acknowledge and confirm that they will act at all times in accordance with the FCI Engagement Commitment in relation to the Development of Plot 7 with particular reference to the sensitive activities carried on at the FCI. In particular, the Council and the Owner will ensure that all appropriate steps are taken throughout the carrying out of works associated with the Development to protect the highly sensitive instrumentation located within the FCI building on the south side of Brill Place, having regard inter alia to the fact that this sensitive instrumentation equipment operates on a 24 hour 7-day week basis.
- 4.37.2 The Council and the Owner shall take all reasonable steps to ensure that works carried out as part of the Construction Phase in respect of Plot 7 are programmed so as not to compromise sensitive activities to be carried out within the FCI building ("Sensitive Activities"). ~~The Council and~~ The Owner shall provide the FCI and the Council with an indicative programme of Construction Phase works in respect of Plot 7 [] weeks prior to Implementation so that the FCI plan its Sensitive Activities accordingly. In the event that the FCI gives no less than [] weeks' written notice to the Council and the Owner that it is planning to carry out Sensitive Activities within

the FCI building at the same time as programmed Construction Phase works which are likely to compromise those Sensitive Activities the Owner and the Council shall work with the FCI to re-programme the Sensitive Activities and/or the Construction Phase works so that the Sensitive Activities are not compromised.

4.37.3 Prior to Implementation of Plot 7 the Owner shall at its own expense install monitoring equipment in locations agreed with the Council (in consultation with the FCI) and such equipment shall be maintained and kept in full operation throughout the Construction Phase in respect of Plot 7, in order to monitor the incidence of noise and vibration which may be experienced within the FCI building throughout the Construction Phase in respect of Plot 7. The Council and the Owner shall ensure that appropriately qualified engineers are instructed to undertake regular monitoring. Readings taken from the monitoring data will be shared with the Council, the Owner and the FCI.

4.37.4 Indicative details of the piling configuration and engineering arrangements for the construction of the basement(s) of Plot 7 will be provided not less than four weeks prior to the commencement of any works on Plot 7. Unless agreed to the contrary, the piling configuration will adopt and employ contiguous flight augur techniques designed in order to minimise the transmission of ground-borne vibration such as would be experienced within the FCI building. No percussive impact piling techniques shall be used in connection with the construction of Plot 7.

4.37.5 Construction traffic associated with the Development of Plot 7 will be arranged and operated in the context of the general development obligations set out in this clause. It is specifically acknowledged by the Council and the Owner that the FCI building operates on a 24-hour 7-day week basis, and that servicing and deliveries to the FCI building are required to be maintained at all times throughout the construction of the Development.

4.37.6 In arranging the Construction Management Plan and operating deliveries and other vehicle movements associated with the Development of Plot 7, the Owner shall pay particular regard to the access location for construction traffic entering and leaving

the public highway for making deliveries to the Development, and shall pay particular regard to the requirement to keep to an absolute minimum vibration associated with lorry movements in relation to the subject matter of this clause.

4.38 PLOT 7 CONSTRUCTION MANAGEMENT PLAN AND CONSTRUCTION WORKING GROUP

4.38.1 On or prior to the Plot 7 Implementation Date to submit to the Council for approval a draft of the Plot 7 Construction Management Plan.

4.38.2 Following receipt of the draft Plot 7 Construction Management Plan the Council shall provide a copy to the Plot 7 Construction Working Group and the Plot 7 Construction Working Group shall be given two weeks within which to provide their comments on the draft.

4.38.3 The Council shall have due regard to any representations made by the Plot 7 Construction Working Group on the draft Plot 7 Construction Management Plan in accordance with clause 4.38.2.

4.38.4 The Owner shall not Implement nor allow Implementation of the Plot 7 Development until such time as the Council (having had due regard to any comments received from the Plot 7 Construction Working Group in accordance with clauses 4.38.2 and 4.38.3) has approved the Plot 7 Construction Management Plan as demonstrated by written notice to that effect.

4.38.5 The Owner acknowledges and agrees that the Council will not approve the Plot 7 Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Plot 7 Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network and which specifically takes into account the sensitive receptor nature of the activities carried on in the FCI building.

4.38.6 To ensure that throughout the Construction Phase in respect of Plot 7 the Development of Plot 7 shall not be carried out otherwise than in strict accordance with the requirements of the Plot 7 Construction Management Plan and not to permit

the carrying out of any works comprised in demolition or building out the Development of Plot 7 at any time when the requirements of the Plot 7 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.

4.38.7 During the Construction Phase in respect of Plot 7, the Owner and the Council shall:

- (a) convene the Plot 7 Construction Working Group from such persons (subject to a maximum of 12 people and always including at least one representative from the FCI and the Council) as the Council shall nominate as having a direct interest in the carrying out of the Development of Plot 7 and or local residents associations, local business or business organizations and local schools;
- (b) procure that the project managers for the Development of Plot 7 or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Plot 7 Construction Working Group and shall attend all meetings of the group;
- (c) appoint a person (the "**Construction Liaison Officer**") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Plot 7 Construction Working Group and the management of the Construction Phase in respect of Plot 7 such person or his representative to organise and attend all meetings of the Plot 7 Construction Working Group all such meetings to take place within easy walking distance of the Property;
- (d) give a minimum of seven days written notice of each meeting of the Plot 7 Construction Working Group to all members of such working group and to provide suitable facilities for the meetings of the Plot 7 Construction Working Group;
- (e) ensure that meetings of the Plot 7 Construction Working Group shall take place every month during the Construction Phase in respect of Plot 7 (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Plot 7 Construction Working Group shall be entitled on reasonable grounds by giving

written notice of not less than 10 days to the Liaison Officer to request a meeting of the Plot 7 Construction Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Plot 7 Construction Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and **PROVIDED ALSO** that if the Plot 7 Construction Working Group decide to meet less frequently than is provided above during the Construction Phase of Plot 7, meetings of the working group shall be convened at such intervals as the Plot 7 Construction Working Group decides;

- (f) ensure that an accurate written minute is kept of each meeting of the Plot 7 Construction Working Group recording discussion and any decisions taken by the Plot 7 Construction Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- (g) in the event of the majority of members of the Plot 7 Construction Working Group (having particular regard to the Council's Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase in respect of Plot 7 (each member of the group having one vote on any motion proposed) use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Plot 7 Construction Working Group of this fact together with written reasons as to why this is the case; and
- (h) provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents and businesses such line to be staffed by a representative of the Owner having control over the Construction Phase in respect of Plot 7 during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase in respect of Plot 7 and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Plot 7 Construction

Working Group written information about any such complaints received and action taken in respect of them).

4.39 PLOT 7 DETAILED BASEMENT CONSTRUCTION PLAN

4.39.1 Prior to the Plot 7 Implementation Date the Owner shall provide the Council for approval the Detailed Basement Construction Plan.

4.39.2 Following receipt of the Plot 7 Detailed Basement Construction Plan the Council shall provide a copy of the Plot 7 Detailed Basement Construction Plan to the FCI and shall allow the FCI a period of [two weeks] to submit comments on the Plot 7 Detailed Basement Construction Plan.

4.39.3 The Council shall have due regard to any comments that it receives from the FCI in accordance with clause 4.39.2

4.39.4 The Owner shall not Implement nor allow Implementation of the Development of Plot 7 until such time as the Council (having had due regard to any comments received from the FCI in accordance with clauses 4.39.2 and 4.39.3) has approved the Plot 7 Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.39.5 The Owner acknowledges and agrees that the Council will not approve the Plot 7 Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development of Plot 7 can be constructed safely in light of the ground and water conditions and will not cause any structural problems or unacceptable noise or vibration issues to the FCI nor to the Development of Plot 7 itself.

4.39.6 To ensure that throughout the Construction Phase in respect of Plot 7 the Development of Plot 7 shall not be carried out otherwise than in strict accordance with the requirements of the Plot 7 Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development of Plot 7 at any time when the requirements of the Plot 7 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.

4.39.7 Not to Occupy or permit Occupation of the Development of Plot 7 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 Plot 7 Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development of Plot 7.

4.39.8 Following the Plot 7 Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Plot 7 Development at any time when the Plot 7 Development is not being managed in strict accordance with the Plot 7 Detailed Basement Construction Plan as approved by the Council and in the event of any breach the Owner shall forthwith take any steps required to remedy such non-compliance.

4.40 **FCI LIAISON GROUP**

4.40.1 Following the grant of Planning Permission the Owner the Council and the FCI shall:

- (a) convene the FCI Liaison Group;
- (b) ensure that meetings of the FCI Liaison Group shall take place as agreed by the FCI Liaison Group subject to a minimum of four meetings per year **PROVIDED THAT** if the FCI Liaison Group decides to meet less frequently than is provided, meetings of the FCI Liaison Group shall be convened at such intervals as the FCI Liaison Group decides.

4.40.2 The Owner and the Council shall comply with the FCI Engagement Commitment from the date of this Agreement and shall consider and shall (so far as reasonably practicable) give effect to the ideas, representations, recommendations and decisions of the FCI Liaison Group in respect of the Plot 7 Development.

4.41 **FCI NEIGHBOUR MANAGEMENT PLAN**

4.41.1 Prior to the Plot 7 Implementation Date the Owner shall provide the Council for approval the FCI Neighbour Management Plan.

- 4.41.2 Following receipt of the FCI Neighbour Management Plan the Council shall provide a copy of the FCI Neighbour Management Plan to the FCI and shall allow the FCI a period of [two weeks] to submit comments on the FCI Neighbour Management Plan.
- 4.41.3 The Council shall have due regard to any comments that it receives from the FCI in accordance with clause 4.41.2
- 4.41.4 The Owner shall not Implement nor allow Implementation of the Plot 7 Development until such time as the Council (having had due regard to any comments received from the FCI in accordance with clauses 4.41.2 and 4.41.3) has approved the FCI Neighbour Management Plan as demonstrated by written notice to that effect.
- 4.41.5 Not to Occupy or permit Occupation of the Plot 7 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 FCI Neighbour Management Plan as approved by the Council have been incorporated into the Plot 7 Development.
- 4.41.6 Following the Plot 7 Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Plot 7 Development at any time when the Plot 7 Development is not being managed in strict accordance with the FCI Neighbour Management Plan as approved by the Council and in the event of any breach the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.41.7 The FCI Neighbour Management Plan shall remain in force and shall be kept under review throughout the life of the Plot 7 Development to ensure that FCI Management Plan Objectives continue to be addressed.

4.42 PLOT 7 EMPLOYMENT AND TRAINING PLAN

- 4.42.1 Prior to the Implementation Date in respect of Plot 7 to submit to the Council for approval an Employment and Training Plan for Plot 7.
- 4.42.2 Not to Implement nor permit Implementation in respect of Plot 7 until such time as the Council has approved the Employment and Training Plan for Plot 7 as demonstrated by written notice to that effect.

4.42.3 To ensure that throughout the Construction Phase in respect Plot 7 the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan for Plot 7 as approved 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 for Plot 7 as approved 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.

4.43 PLOT 7 LOCAL EMPLOYMENT

4.43.1 In carrying out the works comprised in the Construction Phase of the Development for Plot 7 the Owner shall use reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.43.2 In order to facilitate compliance with the requirements of sub-clause 4.42.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development for Plot 7 to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development of Plot 7 for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development within Plot 7 (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the

Kings Cross Construction Centre and employed during the Construction Phase in respect of Plot 7.

4.43.3 The Owner shall ensure that at all times during the Construction Phase in respect of Plot 7 construction apprentices shall be employed at the Development always ensuring that the number of apprentices to be provided shall be agreed with the Council prior to Implementation and 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.

4.43.4 The Owner shall ensure that during the Construction Phase of the Development of Plot 7 an agreed number of work placements and/or work experience opportunities are provided at the Development within Plot 7.

4.43.5 Notwithstanding the provisions in clauses 4.43.3 and 4.43.4 (above) of this Agreement, during the Construction Phase in respect of Plot 7 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.

4.43.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.43.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.44 PLOT 7 LOCAL PROCUREMENT

- 4.4.1 Prior to Implementation in respect of Plot 7 to agree a programme during the construction of the Development within Plot 7 to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development within Plot 7 in accordance with the Council's Local Procurement Code.
- 4.44.2 On or prior to Implementation in respect of Plot 7 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.
- 4.44.3 To ensure that throughout the Construction Phase in respect of Plot 7 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.
- 4.44.4 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.

4.45 THE PLOT 7 RESIDENTIAL TRAVEL PLAN

- 4.45.1 On or prior to the Occupation Date in respect of Plot 7 to submit to the Council for approval the Residential Travel Plan and to pay to the Council the Residential Travel Plan Monitoring Contribution.
- 4.45.2 Not to Occupy or permit Occupation of any part of the Development in Plot 7 until such time as the Council has approved the Residential Travel Plan and has paid the Residential Travel Plan Monitoring Contribution in Full as demonstrated by written notice to that effect.
- 4.45.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Plot 7 at any time when the Property is not being managed in accordance

with the Residential Travel Plan as approved by the Council from time to time and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.46 PLOT 7 BASEMENT APPROVAL IN PRINCIPLE

4.46.1 On or prior to the Plot 7 Implementation Date to:-

- (a) submit the Plot 7 Basement Approval in Principle Application; and
- (b) pay to the Council the Plot 7 Basement Approval in Principle Contribution

4.46.2 Not to Implement or permit Implementation of any part of the Development of Plot 7 until such time as:

- (a) the Council has approved the Plot 7 Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Plot 7 Basement Approval in Principle Application Contribution in full.

4.47 HIGHWAYS CONTRIBUTION

4.47.1 On or prior to the Implementation of Plot 7 to pay to the Council the Highways Contribution in respect of Plot 7 and to submit to the Council the Level Plans in respect of Plot 7 for approval, such approval not to be unreasonably withheld or delayed.

4.47.2 Not to Implement or to allow Implementation of Plot 7 until such time as the Council has received the Highways Contribution in respect of Plot 7 and the Council has approved the Level Plans in respect of Plot 7 as demonstrated by written notice to that effect.

4.47.4 Subject to the receipt of the Highways Contribution for Plot 7 the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and shall liaise with the Owner to establish a programme with the Owner that aims to have the necessary Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.

4.47.5 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 (acting reasonably) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

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 in respect of each Plot specifying that Implementation of the Planning Permission in respect of that Plot has taken or is about to take place.

5.2 Within seven days following completion of the Development in respect of each Plot 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 2015/2704/P the date upon which the Development in respect of that Plot is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall provide through its Planning Obligations Monitoring

Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 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 2015/2704/P.
- 5.7 Payment of the any contributions under the terms 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 2015/2704/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 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 the BCIS All in Tender Price Index ("the TPI") figure last published by the Central Statistical Office at the date of final determination of any challenge to the Planning Permission (7 February 2017) is the denominator

("X") and the last TPI figure published before the date such payment or application is made ("Y") less the last published TPI figure at the date of final determination of any challenge to the Planning Permission ("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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/2704/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner [the Mortgagee] or the [interested party] nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

MORTGAGEE EXEMPTION

- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any

Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the 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 this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

- 6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-
- 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.
- 6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 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 All Covenants made by the Owner [and the] 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 to this Agreement

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

OR

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

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

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
)
in the presence of:)

.....
Witness Signature

Witness Name

Address

Occupation

.....

.....

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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

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 LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s 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 Owner s 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 FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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/ 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 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) 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 a 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.