

THIS AGREEMENT is made the 14 day of December 2016

**BETWEEN:**

1. **FERDINAND DEVELOPMENTS LIMITED** (registered under company number 09948672) whose registered office is 6<sup>th</sup> Floor Remo House, 310-312 Regent Street, London W1B 3BS (hereinafter called "the First Freeholder") of the first part
2. **LEVERTON AND SONS LIMITED** (registered under company number 00235913) whose registered office is at 210/212 Eversholt Street, London, NW1 1BD (hereinafter called "the Second Freeholder") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title number NGL957516 and is interested in that part of the Property for the purposes of Section 106 of the Act.
- 1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title number NGL404799 and is interested in that part of the Property for the purposes of Section 106 of the Act.
- 1.3 The First Freeholder and the Second Freeholder are hereinafter together known as "the Owner".
- 1.4 The Planning Application for the Development of the Property was submitted to the Council and validated on 4 May 2016 and the Council resolved to grant permission conditionally under reference number 2016/2457/P subject to conclusion of this Agreement.

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

## 2. DEFINITIONS

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

- 2.1 "Acceptable Offer" means an offer made by a Registered Provider which is considered by the parties as objectively acceptable, acting commercially and reasonably at all times, with regard to the local market and available comparators in the market and paying particular attention to the requirement to market and achieve the minimum Reasonable Price
- 2.2 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.3 "Affordable Housing" Either:  
 (a) London Affordable Rent Housing; or  
 (b) Intermediate Rented Housing  
 in accordance with the terms of this Agreement
- 2.4 "Affordable Housing Scheme" the scheme setting out provision of Affordable Housing within the Development submitted by the Owner and to be approved by the Council in writing specifying the

- terms under which the Affordable Housing Units are to be occupied in accordance with the terms of this Agreement
- 2.5 "Affordable Housing Units" the 2 (two) residential units of Affordable Housing (being part of the Development) consisting of:
- (i) 1 (one) x 3 (three) (four persons) bed unit; and
  - (ii) 1 (one) x 3 (three) (six persons) bed unit
- either at London Affordable Rent Housing or Intermediate Rented Housing pursuant to the terms of clause 4.1 of this Agreement and identified as Flats B1 and B2 as shown on the plan at Annex 1 attached hereto
- 2.6 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.7 AIIRP All Items Index of Retail Prices
- 2.8 "Approved Strategic Provider List" the list of Registered Providers approved by the Council to provide and manage Affordable Housing within the London Borough of Camden as set out at Annex 2 attached hereto as updated from time to time
- 2.9 "Carbon Off-set Contribution" the sum of £7,965 (seven thousand nine hundred and sixty-five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the London Borough of Camden
- 2.10 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development (or such part of the Development as may be specified) has been completed and "Practical

Completion” and “Practically Complete” shall be construed accordingly

- 2.11 “Commence/Commenced” the date on which any material operation (as defined in Section 56 of the Act) in respect of the Development has begun to be carried out and “Commencement Date” shall be the date on which the Development is Commenced in accordance with this definition;
- 2.12 “the Construction Apprentice Default Contribution” the sum of £7,000 (seven thousand pounds) per apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision
- 2.13 “the Construction Apprentice Support Contribution” the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
- 2.14 “Construction Management Plan” a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out at Annex 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects

and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

(ii) proposals to minimise any adverse effects on the Harmood Street conservation area;

(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste;

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time; and

(vii) details of the community working group to be established and its operation throughout the Construction Phase

2.15 "Construction Management Plan Implementation Support Contribution" the sum of £7,564.50 (seven thousand five hundred and sixty-four pounds and fifty pence pounds) to be paid by the Owner to the Council in accordance with

the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

**2.16 "the Construction Phase"**

the whole period between

- (i) the Commencement Date; and
- (ii) the date of issue of the Certificate of Practical Completion for the entire Development;

**2.17 "the Council's Considerate Contractor Manual"**

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

**2.18 "the Development"**

demolition of existing buildings and erection of two new four storey plus basement buildings to provide replacement funeral directory facility at ground and basement levels of 4-8 Ferdinand Place and provision of 19x residential units (6 x 1-bed, 8 x 2-bed and 5 x 3-bed units), split across both sites Site Location Plan PL001; PL003; PL004; PL010; PL011; PL025 Rev A; PL026 Rev B; PL099 Rev A; PL100 Rev C; PL101 Rev C; PL102 Rev C; PL103 Rev C; PL104 Rev C; PL200 Rev C; PL201 Rev C; PL311 Rev A; PL321 Rev A; PL322; BRE\_112; BRE\_113; BRE\_114; BRE\_115; BRE/54; BRE/55; Design and Access Statement by Clive Sall Architecture dated December 2016; Design Response by Clive Sall Architecture dated 28/07/2016; Energy Statement by Peter Deer and Associates dated April 2016; energy Addendum by Peter Deer dated 26/08/2016; Planning Statement by Savills dated April 2016; Noise Report by Emtec dated 11th September

2015; Sustainability Statement by Greengage dated April 2016; BREEAM Pre-assessment by Greengage dated April 2016; Ecological Appraisal by Greengage dated April 2016; Drainage Strategy Report by Stilwell dated March 2016; Drainage Strategy Addendum by Stilwell dated August 2016; Drainage Strategy Addendum dated February 2017; Detailed Daylight & Sunlight Report by GVA dated April 2016; GVA Addendum dated 04/08/2016; Daylight Sunlight Data Analysis by GVA dated 23/11/16; Internal Daylight Sunlight Analysis by GVA dated 08/10/2015; Construction Management Plan April 2016; Basement Impact Assessment by LBH Wembley dated October 2015; Basement Impact Assessment by LBH Wembley dated August 2017; Land Contamination, Geotechnical and Ground Movement Assessment by LBH Wembley dated October 2015; Construction Method Statement Rev A by GLASS dated August 2017; Piling Information by Berryrange dated 16/02/2017; Arboricultural Impact Assessment by Landmark Trees dated 29/02/2016; Construction Method Statement by Glass Light and Special Structures Ltd dated August 2015; GLASS Response to Campbell Reith dated 14/09/2016; Transport Statement by TPA dated April 2016; Campbell Reith Audit F1 dated October 2017; Independent Review of Daylight and Sunlight Assessment by Delva Patman Redler dated 07/02/2018; Additional Letter from Delva Patman Redler dated 27/02/2018

**2.19 "the Dwellings"**

means the Class C3 (dwelling houses) residential units comprised in the Development;

**2.20 "Employment and Training Plan"**

a plan to be prepared by the Owner containing the provisions specified under Clauses 4.7 (Local Employment and Training) of this Agreement

**2.21 "the Energy Efficiency and Renewable Energy Plan"**

a strategy (as may be varied by agreement in writing between the Parties from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (i) incorporation of the measures set out in the submission document entitled "Energy Statement" by Peter Deer and Associates and "energy addendum" by Peter Deer Associates dated August 2016 to target a 35% reduction in CO2 emissions beyond the Part L 2013 baseline and it is acknowledged by the Council that the Carbon Offset Contribution has been secured under this Agreement to compensate for any anticipated shortfall in meeting this target;
- (ii) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will use reasonable endeavours to reduce the Development's carbon emissions from renewable energy technologies located on the Property. The Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's



heating cooling and the hours of use of plant;

(v) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

(vi) measures to secure a post-construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential)) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

## **2.22 "Essential Services"**

the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development

- 2.23 "Essential Services Provider" an energy service company, statutory undertaker, services utility company or provider that shall acquire an interest in the Property solely for the purpose of providing Essential Services
- 2.24 "the Existing Buildings" the buildings existing at the Property and being part of the Development at the date hereof
- 2.25 "Grant Funding" funding made available by the Greater London Authority for the delivery of Affordable Housing at the London Affordable Rent (as defined in the Mayor's Homes for Londoners Affordable Homes Programme 2016-2021);
- 2.26 "the Highways Works Contribution" the sum of £130,902.27 (one hundred and thirty thousand nine hundred and two pounds and twenty-seven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the immediate vicinity of the Property such works to include the following ("the Highways Works"):
- (i) to repair the footways, carriageways and crossovers adjacent to the Development; and
  - (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council)
- all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

**2.27 "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 other than (for the purposes of this Agreement and no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and references to "Implementation" and "Implement" shall be construed accordingly

**2.28 "Intermediate Rented Housing"**

a tenure of Affordable Housing that is occupied for the lifetime of the Development on the basis that it is let at a rent (including service charge) above London Affordable Rent but no more than 80% Local Market Rent and is affordable to people who at commencement of their Occupancy are in need of intermediate rental accommodation and have an annual gross household income of less than the GLA's maximum household income for intermediate housing products/tenure which is set for the year in which they are taking their Occupancy. In 2018 the maximum set by the GLA is £60,000 gross annual household income. The rent may be increased annually by change in Consumer Price Index published in the September immediately before rent review and the figure in the preceding September (plus a maximum of 1%) PROVIDED THAT the increase in inflation shall not exceed, when added to service charge, is a total sum in excess of 80% Local Market Rent at the time of payment and "Intermediate Rent" shall be construed

accordingly;

- 2.29 "King's Cross Construction Skills Centre" the Council's flagship skills construction training skills centre providing advice and information on finding work in the construction industry
- 2.30 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.31 "Local Market Rent" means the estimated amount for which the leased dwelling would be rented on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion with due regard and consideration to relevant and applicable local comparable rents in the local area
- 2.32 "Local Procurement Code" the code at Annex 6 hereto
- 2.33 "London Affordable Rent" a tenure of Affordable Housing let for the lifetime of the Development at a rent for households on low income which is insufficient to enable them to rent on the Open Market such that the total cost of rent, service and management charges reflects the London Affordable Rent benchmarks set by the GLA from time to time for the relevant dwelling type (and the 2017-2018 benchmarks are included in the Mayor's Homes for Londoners Affordable Homes Programme 2016-2021) and in any event the rent, service and management charges must not exceed 80% Local Market Rent. In 2018, the relevant GLA London Affordable Rent Benchmark was £161.22 a week for a 3 bedroom unit and "London Affordable Rent Housing" shall be

construed to mean units of housing let at the London Affordable Rent;

**2.34 "Occupation Date"**

means the date when any part of the Development is occupied for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration of the Development or occupation for marketing or display or occupation in relation to security operations at the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

**2.35 "Open Market Value"**

the estimated price reasonably obtainable at which the sale of an interest in property would have been completed on the date of valuation taking into account the prevailing market conditions and assuming:-

- (i) a willing seller;
- (ii) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and completion of the sale;
- (iii) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (iv) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (v) that both parties to the transaction had acted knowledgeably prudently and without compulsion

and references to the "Open Market" are construed as transacting at Open Market Value

- 2.36 "the Parties" the Council and the Owner (and successors in title)
- 2.37 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 4 May 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2457/P subject to conclusion of this Agreement
- 2.38 "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 7.1 hereof
- 2.39 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at Annex 4 hereto
- 2.40 "Pre-Implementation Obligations" those obligations contained in clauses 4.2.1, 4.2.2, 4.5.1, 4.5.2, 4.6.1, 4.6.2, 4.7.1, 4.7.2, 4.7.7, 4.8.1, 4.8.2, 4.9.1, 4.9.2, 4.10.1 and 4.10.2
- 2.41 "Private Dwellings" the residential units forming part of the Development which are not Affordable Housing Units
- 2.42 "the Property" the land known as 1-3 and 4, 6 and 8 Ferdinand Place, London, NW1 8EE the same as shown shaded grey on the plan at Annex 5 hereto
- 2.43 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.44 "Public Realm Contribution" the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by

the Council in the event of receipt towards enhancements to open spaces and public realm improvements in the vicinity of the Development

**2.45 "Reasonable Price"** in respect of the Affordable Housing Units:

- (i) which are at the London Affordable Rent (determined by clause 4.1 hereof), no more than 50% of the Open Market Value; or
- (ii) which are at the Intermediate Rent (determined by clause 4.1 hereof), no more than 75% of the Open Market Value;

**2.46 "Registered Provider"** a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's Approved Strategic Provider List or such other registered provider approved in writing by the Council

**2.47 "Regulator"** the Homes England and any successor organisation

**2.48 "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

**2.49 "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 a Residents Parking Bay

**2.50 "the Sustainability Plan"** a plan (as may be varied by agreement in writing between the Parties from time to time) 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:-

- (i) include measures to achieve the targets set out in the submission document entitled "Sustainability Statement" by Greengate dated April 2016 and "BREEAM Pre-Assessment" by Greengate dated April 2016 or any updated sustainability statement which has been approved by the Council and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
- (ii) include measures to encourage appropriate and proportionate water usage with an aim to achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- (iii) 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 at least a "Very Good" rating and attaining at least 60% of the credits in each of the "Energy" and "Water" categories and 40% of the credits in the "Materials" category;
- (iv) 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;

- (v) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (vi) 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
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

#### 2.51 "Transfer"

in relation to the Affordable Housing Units:

- (i) transfer of the freehold or a leasehold of not less than 125 years of the completed units;
- (ii) at a price which constitutes a Reasonable Price; and
- (iii) on terms which include:
  - (a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
  - (b) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining and up to and abutting the boundary of the Affordable Housing Units

and all such services shall be connected to the mains; and

- (c) including a covenant that the Affordable Housing Units shall be used for that designated tenure only (as specified in this Agreement) and "Transferred" shall be construed accordingly.

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that (save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof and the Pre-Implementation Obligation all of which shall come into effect on the date of this Agreement) 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 of this Agreement.

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 4.3 for all relevant purposes.

3.9 The obligations in this Agreement shall not be binding upon nor enforceable against any Essential Services Provider. In the case of any individual tenant, the Council will act reasonably and proportionately with regard any enforcement action and would only enforce against an individual tenant where the individual tenant has the requisite control to remedy such breach but for the avoidance of doubt the Parties acknowledge that it would normally be reasonable and proportionate for the Council to take enforcement action against:

(i) any individual owner/Occupier who is Occupying in breach of the obligations contained in clauses 4.3; and/or

(ii) any individual owner/Occupier who was not Occupying a Private Dwelling at the time when an Affordable Housing Trigger Notice was served under clause 4.1 but who subsequently Occupies a Private Dwelling before the Affordable Housing Units have been delivered in accordance with clause 4.1.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **AFFORDABLE HOUSING**

- 4.1.1 Subject to the remaining provisions of this clause 4.1, the Owner shall procure that 2 (two) of the Dwellings provided as part of the Development are Affordable Housing Units.
- 4.1.2 Subject to clause 4.1.12, prior to Practical Completion to submit an application to the Council for the Council's written approval of the Registered Provider and for the avoidance of doubt the Registered Provider must be selected from the Council's Approved Strategic Provider List
- 4.1.3 To carry out all works of construction conversion and fitting out necessary to make the Affordable Housing Units suitable for occupation as Affordable Housing in accordance with the Planning Permission and thereafter to complete such works in a good and workmanlike manner using good quality materials to the satisfaction of the Council (as demonstrated by written notification to that effect).
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used or occupied and shall be retained in perpetuity for no purpose other than for the provision of Affordable Housing.
- 4.1.5 Subject to clause 4.1.12, not to Occupy or allow Occupation of any of the Private Dwellings until such time as pursuant to the application made by the Owner under sub-clause 4.1.2 hereof, the Council has provided written confirmation to the Owner that the Registered Provider is acceptable to the Council.
- 4.1.6 Following the Occupation of the first eight Private Dwellings (and prior to Occupation of the ninth Private Dwelling) the Owner shall serve the Council with written notice (an "Affordable Housing Trigger Notice") confirming that this has occurred and shall submit the Affordable Housing Scheme to the Council for approval and shall ensure that no more than eight Private Dwellings shall be Occupied until:
- (i) the Owner has served the Affordable Housing Trigger Notice on the Council; and
  - (ii) the Council has approved the Affordable Housing Scheme in writing; and
  - (iii) subject to clause 4.1.12, the Affordable Housing Units have been Transferred or demised to the Registered Provider (being the same Registered Provider as confirmed by the Council as being acceptable to the Council for the purposes of such Transfer or demise) for a term of no less than 125 years; and

- (iv) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of sub-clause 4.1.3 hereof.
- 4.1.7 To grant to the Council 100% of nomination rights for initial lettings and all re-lettings and sales to suitable households in housing need for all the Affordable Housing Units and, subject to clause 4.1.12, to procure that the Registered Provider shall enter into all necessary arrangements to comply with this clause.
- 4.1.8 To 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 and approved by the Council.
- 4.1.9 From the date of this Agreement, the Owner shall use reasonable endeavours for a period of not less than 3 months to secure Grant Funding for delivery of the Affordable Housing Units at London Affordable Rent.
- 4.1.10 If, despite the Owner using reasonable endeavours to secure Grant Funding for the Affordable Housing Units in accordance with clause 4.1.9 above, Grant Funding has not been secured by the date of Practical Completion of the Affordable Housing Units, then:
- (i) the Owner shall provide written evidence to the Council of the steps it has taken to try to secure Grant Funding; and
  - (ii) on receipt of satisfactory (in the reasonable opinion of the Council) written evidence pursuant to Clause 4.1.10(i) hereof the Affordable Housing Units must be let as Intermediate Rented Housing (rather than London Affordable Rent Housing) and in which case the Affordable Housing Units must be retained as Affordable Housing and must not be Occupied other than as Affordable Housing and as Intermediate Rented Housing (or such other tenure as the Council may otherwise agree in writing).

4.1.11 From no later than the date of Implementation, the Owner shall first market the Affordable Housing Units at London Affordable Rent and subject only to the provisions of Clause 4.1.10(ii) hereof being satisfied, then at Intermediate Rented Housing, to a Registered Provider at a Reasonable Price for a period of not less than 6 months.

4.1.12 If, despite the Owner using reasonable endeavours to market the Affordable Housing Units in accordance with clause 4.1.11 above, an Acceptable Offer has not been made by a Registered Provider for the Affordable Housing Units within the specified 6-month period, then the Owner shall:

- (i) provide written evidence to the Council of the steps it has taken to market the Affordable Housing Units in accordance with clause 4.1.11; and
- (ii) let the Affordable Housing Units at an Intermediate Rent for the lifetime of the Development;

in which case there shall be no requirement in this Agreement to Transfer the Affordable Housing Units to a Registered Provider and the restrictions and requirements applicable to a Registered Provider in clauses 4.1.2, 4.1.5, 4.1.6(i), 4.1.7 and 4.1.8 shall not apply.

## **4.2 CARBON OFFSET CONTRIBUTION**

4.2.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

## **4.3 CAR FREE**

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

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

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

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect for the lifetime of the Development.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Dwellings (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Dwellings that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

#### 4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the Commencement Date to:

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

4.4.2 Not to Commence until such time as the Council has:

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

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

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

#### **4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

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

4.5.3 Not to Occupy any Dwellings units until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan (relating to the Dwellings) as approved by the Council have been incorporated into the Property.

4.5.4 Not to Occupy or permit Occupation of any Dwellings at any time except in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time.

#### **4.6 HIGHWAYS WORKS**

4.6.1 On or prior to the Implementation Date to:-

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



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

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

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

4.6.4 The Council shall act reasonably to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed by the Council as soon as reasonably practicable after receiving notice from the Owner's project manager that the Development is Practically Complete and the Council shall use its reasonable endeavours to achieve that aim.

4.6.5 On completion of the Highway Works the Council shall, within twenty eight (28) days of a written request for the same, provide the Owner with a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works

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

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

##### Local Employment and Training Plan

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

4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

Construction Phase and King's Cross Construction Skills Centre

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

4.7.4 In order to facilitate compliance with the requirements of sub-clause 4.7.3 hereof the Owner shall:

- (i) work in partnership with the King's Cross Construction Skills Centre; and
- (ii) take the following specific measures to ensure: -
  - (a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
  - (b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Skills Centre;
  - (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
  - (d) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating -
    - (1) those skills and employment needed through the lifetime of the programme, and
    - (2) 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
  - (e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase.

### Construction Industry Apprentices

4.7.5 To ensure that during the Construction Phase not less than 1 (one) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>

4.7.6 To pay to the Council the Construction Apprentice Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

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

4.7.8 If the Owner is unable to provide the construction industry apprentices in accordance with Clause 4.7.5 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) not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement) has been paid in full.

### Work placements

4.7.9 To ensure that during the Construction Phase not less than 7 (seven) construction or non-construction industry work placements for 14-16 years year olds shall be made available at the Development and that:-

- (i) the placements shall be made available through the Kings Cross Construction Skills Centre;
- (ii) each placement shall be for a period of not less than 2 weeks; and

- (iii) paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>

#### End use apprentices

4.7.10 Subject to 4.7.11, following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than 1 (one) end use apprentice always ensuring the apprentice shall be: -

- (i) recruited in liaison with the Council's Economic Development Team;
- (ii) be resident in the London Borough of Camden;
- (iii) be paid at a rate not less than the national minimum wage rate as set out at <https://www.gov.uk/national-minimum-wage-rates>;
- (iv) be employed on a full-time basis for at least 52 weeks;
- (v) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (vi) be supervised by a member of staff within the completed Development

4.7.11 The obligations in 4.7.10 shall not require the Owner to replace any existing employees nor contravene any employer duties or employment legislation and the Owner shall only be required to comply with clause 4.7.10 where there is a need for an apprentice.

#### **4.8 LOCAL PROCUREMENT**

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

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

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

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

4.8.4 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.

#### **4.9 PUBLIC REALM CONTRIBUTION**

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

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

#### **4.10 SUSTAINABILITY PLAN**

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

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

4.10.3 Not to Occupy any Dwellings until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan (relating to the Dwellings) as approved by the Council have been incorporated into the Property.

4.10.4 Not to Occupy or permit Occupation of any Dwellings at any time except in strict accordance with the Sustainability Plan as approved by the Council from time to time.

5 **COUNCIL'S COVENANTS**

- 5.1 The Council undertakes to act reasonably, proportionately, properly and diligently in exercising its discretion and discharging its functions under this Agreement, including in expending any sums paid to it by the Owner. Where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation
- 5.2 The Council hereby covenants with the Owner to use all financial contributions received from the Owner under the terms of this Agreement for the purposes specified in this Agreement.
- 5.3 If the Council has not spent or committed to spend any money which it has received under Clause 4 (Owner's Obligations) of this Agreement within 5 (five) years from the Implementation Date then the Council shall (upon receipt of a written request to do so) repay that money to the person from whom it was received.
- 5.4 The Council shall use reasonable endeavours to carry out any works to the Public Highway in accordance with the obligations in Clause 4.6.
- 5.5 Where any approval is requested, the Council shall use reasonable endeavours to issue the approval within 28 days of request PROVIDED THAT the Council is satisfied such approval can be issued and had seen evidence to confirm compliance where required.

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

7.1 hereof quoting planning reference 2016/2457/P the date upon which the Development is ready for Occupation.

- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2016/2457/P.
- 6.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning

application reference 2016/2457/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

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

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

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

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

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

7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall



specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/2457/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

**7.2** This Agreement shall be registered as a Local Land Charge.

**7.3** The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

**7.4** The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.

**7.5** Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

**7.6** Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

7.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

7.9 Any plan, statement or strategy referred to herein shall be deemed to include any amendment or update to, or substitution of, the same PROVIDED THAT any such amendment, update or substitution has first been agreed in writing between the Parties.

#### **MORTGAGEE EXEMPTION**

7.10 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

7.11 Subject to the provisions of paragraph 7.11(i) to (iii) (inclusive) hereof the restrictions contained in Clause 4.1 (Affordable Housing) 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 proposes exercising its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice in writing 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 3 (three) calendar months from receipt of the Default Notice ("the Specified Period") to arrange for another Registered Provider to take a Transfer of the Affordable Housing Units taking into account all outstanding monies due to the Chargee under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(iii) If the Council having failed to arrange another Registered Provider 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 lapsed 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 and 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 ALWAYS PROVIDED that the relevant Chargee shall use all reasonable endeavours to assist the Council in arranging a transfer of the Affordable Housing Units and will not hinder or obstruct the transfer, with a view to ensuring the Affordable Housing Units remain units of Affordable Housing.

7.11 For the purposes of Clause 7.11(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 2016/2457/P for the Default Notice to be properly served:-

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

- (f) The Housing Commissioning and Partnership Manager; and
- (g) The Planning Obligations Monitoring Officer.

7.12 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1 of this Agreement.

7.13 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale 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).

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**


No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY )  
FERDINAND DEVELOPMENTS LIMITED )  
acting by a Director in the presence of:

Director Name: (CAPITALS) ) ..... PIPPA LEVERTON  
Director Signature: ) ..... 

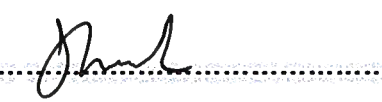
Witness Name (CAPITALS) ) ..... YVONNE ALDRIDGE

Witness Signature: ) ..... 

Witness Address: ) ..... 33 MORLING ROAD, SW17 8DN

EXECUTED AS A DEED BY )  
LEVERTON & SONS LIMITED )  
acting by a Director in presence of: )

Director Name: (CAPITALS) ) ..... ANDREW LEVERTON

Director Signature: ) ..... 

Witness Name (CAPITALS) ) ..... TIFFANEY GRANT

Witness Signature: ) ..... 

Witness Address: ) ..... Flat 25, 21 Station Road, Barnet  
EN5 1PL

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

*J. Alexander*

.....  
**Authorised Signatory**



**ANNEX 1**

**Affordable Housing Units Plan**

2017

2017



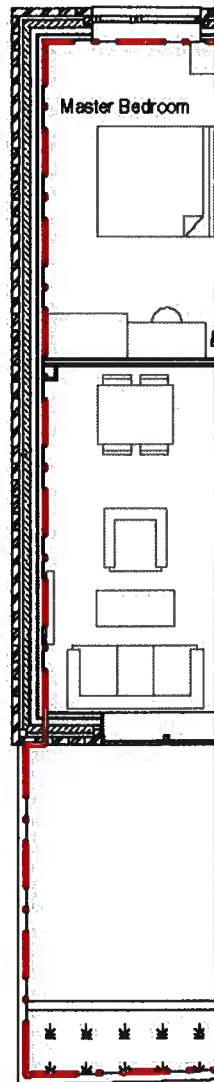




All drawings to be read in conjunction with structural engineer's and services engineer's information	<b>A1</b>
	A3

Do not scale from this drawing. All dimensions to be verified on site prior to the commencement of any work or the production of any shop drawing. All discrepancies to be reported to Clive Sall Architects Ltd. immediately. This drawing to be read in conjunction with all related consultants drawings, surveys and any other related information.

*S. Alexander*



*M.  
P.S.*

REV	DATE	NOTE	DWN	CHK
DESCRIPTION				

Project:  
**Ferdinand Place - Site B**  
1,3 Ferdinand Place

Drawing Title:  
**Ground Floor GA Plan**

Project No:	Sheet No:	Stage:
244-B	180	Information

Scale:	Paper Size:
1:50	A1 1:100@A3

Drawn By:	Checked By:	Date of first issue:
MN	CAB	25/10/18



**CLIVE SALL ARCHITECTURE Ltd.**

2 Providence Yard  
Ezra Street  
London E2 7RJ

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## **ANNEX 2**

### **Approved Strategic Provider List**

#### **Introduction**

In 2016, following public consultation, an amendment was made to Camden Planning Guidance (CPG 2 Housing) which requires developers to seek written approval from the Council prior to selecting a Registered Provider (RP) to manage the affordable housing that is part of residential and mixed use developments that include housing. To facilitate this process, the Council has drawn up an Approved Strategic Partner List of RPs as a guide for developers. The Council is itself, of course, a major developer of affordable housing in the borough and so will also use the list when it is considering potential partners for joint ventures in the future.

#### **How does a RP get on the Approved Strategic Partner List?**

To be on the Council's Approved Strategic Partner List, a RP must have existing stock in the borough and demonstrate a commitment to meet the criteria listed in Appendix 1. All RPs with stock in the borough were invited to apply to be on the Approved Strategic Partner List by completing a questionnaire based on the criteria and submitting it to the Council by 30<sup>th</sup> September 2016. The Council established an Approved Strategic Partner List panel, which has assessed the completed questionnaires that were submitted and decided, on the basis of the information in the questionnaires and any subsequent clarification provided, which RPs should be on the Approved Strategic Partner List (see Appendix 2).

A RP that is not on the Approved Strategic Partner List may apply to go on to it at any time by submitting a completed questionnaire to the Council. The Approved Strategic Partner List panel will consider the questionnaire and decide, on the basis of the information in the questionnaire and any subsequent clarification provided, whether or not the RP should be on the Approved Strategic Partner List.

**How often will the Approved Strategic Partner List be reviewed?** Every two years, the Council will carry out a review of the performance of RPs on the Approved Strategic Partner

List in relation to the criteria listed in Appendix 1 and will report the outcome of that review to the Approved Strategic Partner panel. The panel will decide on the basis of the review whether any RP should be removed from the list.

The Council reserves the right to suspend a RP from the Approved Strategic Partner List at any time between these reviews if it feels that the RP has done anything that is contrary to the criteria listed in Appendix 1. In such circumstances, a report detailing the reasons for the suspension will be submitted to the Approved Strategic Partner List panel and the panel will decide whether the RP should be removed from the list.

#### **Appendix 1 - Approved Strategic Partner List criteria Development of new affordable housing**

1. work closely at all times with the Council to ensure that the affordable housing delivered on development sites meets the Council's strategic objectives
2. let family units on development sites at target rent
3. where a development site unavoidably has an Affordable Rent element, limit Affordable Rent to smaller units
4. let all units in accordance with Council's Nominations Agreement
5. work together with the Council to identify mechanisms, e.g. blended rent model, to enable the delivery of intermediate rent units rather than shared ownership as the intermediate housing product on development sites in accordance with the Council's Intermediate Housing Strategy
6. where a development site unavoidably has a shared ownership element, work together with the Council to improve affordability by, for example, offering 25% shares, minimizing the rent charged on remaining equity, and seeking to negotiate affordable service charge arrangements with the developer
7. market all intermediate housing units in the first instance to people who have registered an interest in such housing on the Council's website and in accordance with the Council's intermediate housing priority matrix

8. advise the Council when a developer has approached them to discuss an offer on a s106 scheme and whether they have made or intend to make an offer
9. attend quarterly meetings of developing RPs in Camden that are organized by the Council

#### **Asset management**

10. submit to the Council in a timely fashion relevant documentation regarding:
  - investment programmes for their stock in the borough
  - any proposed stock disposal (other than through Right to Buy – see below)
  - any proposed conversion of social rent units to market rent
  - stock being sold through Right To Buy (RTB)
  - RTB replacement units

#### **Tenant management**

11. let all units in accordance with the Council's Nominations Agreement
12. submit to the Council in a timely fashion relevant documentation regarding:
  - tenant satisfaction
  - rent collection
  - repairs
  - void turnaround times
13. respond within Council deadlines to enquiries raised by
  - Members on behalf of their constituents
  - the Council's Private Sector Housing Team

## **Appendix 2 – Approved Strategic Partner List**

- A2 Dominion
- Centrepoint (housing for young homeless people only)
- Clarion Housing Group (formerly Circle)
- Genesis
- Guinness
- Innisfree
- London & Quadrant
- Newlon
- Notting Hill Housing Trust
- Octavia
- One Housing Group
- Origin
- Peabody
- Salvation Army HA
- Sapphire Independent Housing
- Scho HA

**Please address any queries regarding the Approved Strategic Partner List to Brian Matthews, Housing Commissioning and Partnerships Manager, on [brian.matthews@camden.gov.uk](mailto:brian.matthews@camden.gov.uk)**

### **ANNEX 3**

#### **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**

MEMORANDUM FOR THE RECORD

On 11/15/74, the following information was received from the [redacted] regarding the [redacted] of the [redacted] in the [redacted] area.

The [redacted] advised that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].

It was further noted that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].

The [redacted] advised that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].

It was further noted that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].

The [redacted] advised that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].

It was further noted that the [redacted] was [redacted] on [redacted] at [redacted] and [redacted] on [redacted] at [redacted].



**ANNEX 4**

**draft Planning Permission**

Savills  
33 Margaret Street  
London  
W1G 0JD

Application Ref: 2016/2457/P

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

## Address:

**1-3 and 4  
6 and 8 Ferdinand Place  
London  
NW1 8EE**

## Proposal:

**Demolition of existing buildings and erection of two new four storey plus basement buildings to provide replacement funeral directory facility at ground and basement levels of 4-8 Ferdinand Place and provision of 19x residential units (6 x 1-bed, 8 x 2-bed and 5 x 3-bed units), split across both sites.**

**DRAWING**

Drawing Nos: Site Location Plan PL001; PL003; PL004; PL010; PL011; PL025 Rev A; PL026 Rev B; PL099 Rev A; PL100 Rev C; PL101 Rev C; PL102 Rev C; PL103 Rev C; PL104 Rev C; PL200 Rev C; PL201 Rev C; PL311 Rev A; PL321 Rev A; PL322; BRE\_112; BRE\_113; BRE\_114; BRE\_115; BRE/54; BRE/55;

Design and Access Statement by Clive Sall Architecture dated December 2016; Design Response by Clive Sall Architecture dated 28/07/2016; Energy Statement by Peter Deer and Associates dated April 2016; energy Addendum by Peter Deer dated 26/08/2016; Planning Statement by Savills dated April 2016; Noise Report by Emtec dated 11th September 2015; Sustainability Statement by Greengage dated April 2016; BREEAM Pre-assessment by Greengage dated April 2016; Ecological Appraisal by Greengage dated April 2016; Drainage Strategy Report by Stilwell dated March 2016; Drainage Strategy Addendum by Stilwell dated August 2016; Drainage Strategy Addendum dated February 2017; Detailed Daylight & Sunlight Report by GVA dated April 2016; GVA Addendum dated 04/08/2016; Daylight Sunlight Data Analysis by GVA dated 23/11/16; Internal Daylight

Sunlight Analysis by GVA dated 08/10/2015; Construction Management Plan April 2016; Basement Impact Assessment by LBH Wembley dated October 2015; Basement Impact Assessment by LBH Wembley dated August 2017; Land Contamination, Geotechnical and Ground Movement Assessment by LBH Wembley dated October 2015; Construction Method Statement Rev A by GLASS dated August 2017; Piling Information by Berryrange dated 16/02/2017; Arboricultural Impact Assessment by Landmark Trees dated 29/02/2016; Construction Method Statement by Glass Light and Special Structures Ltd dated August 2015; GLASS Response to Campbell Reith dated 14/09/2016; Transport Statement by TPA dated April 2016; Campbell Reith Audit F1 dated October 2017; Independent Review of Daylight and Sunlight Assessment by Delva Patman Redler dated 07/02/2018; Additional Letter from Delva Patman Redler dated 27/02/2018

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

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

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

**Condition(s) and Reason(s):**

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan PL001; PL003; PL004; PL010; PL011; PL025 Rev A; PL026 Rev B; PL099 Rev A; PL100 Rev C; PL101 Rev C; PL102 Rev C; PL103 Rev C; PL104 Rev C; PL200 Rev C; PL201 Rev C; PL311 Rev A; PL321 Rev A; PL322; BRE\_112; BRE\_113; BRE\_114; BRE\_115; BRE/54; BRE/55; Design and Access Statement by Clive Sall Architecture dated December 2016; Design Response by Clive Sall Architecture dated 28/07/2016; Energy Statement by Peter Deer and Associates dated April 2016; energy Addendum by Peter Deer dated 26/08/2016; Planning Statement by Savills dated April 2016; Noise Report by Emtec dated 11th September 2015; Sustainability Statement by Greengage dated April 2016; BREEAM Pre-assessment by Greengage dated April 2016; Ecological Appraisal by Greengage dated April 2016; Drainage Strategy Report by Stilwell dated March 2016; Drainage Strategy Addendum by Stilwell dated August 2016; Drainage Strategy Addendum dated February 2017; Detailed Daylight & Sunlight Report by GVA dated April 2016; GVA Addendum dated 04/08/2016; Daylight Sunlight Data Analysis by GVA dated 23/11/16; Internal Daylight Sunlight Analysis by GVA dated 08/10/2015; Construction Management Plan April 2016; Basement Impact Assessment by LBH Wembley dated October 2015; Basement Impact Assessment

by LBH Wembley dated August 2017; Land Contamination, Geotechnical and Ground Movement Assessment by LBH Wembley dated October 2015; Construction Method Statement Rev A by GLASS dated August 2017; Piling Information by Berryrange dated 16/02/2017; Arboricultural Impact Assessment by Landmark Trees dated 29/02/2016; Construction Method Statement by Glass Light and Special Structures Ltd dated August 2015; GLASS Response to Campbell Reith dated 14/09/2016; Transport Statement by TPA dated April 2016; Campbell Reith Audit F1 dated October 2017; Independent Review of Daylight and Sunlight Assessment by Delva Patman Redler dated 07/02/2018; Additional Letter from Delva Patman Redler dated 27/02/2018.

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

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

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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 (and D2 if in CA) of the London Borough of Camden Local Plan 2017.

- 4 Prior to occupation, details of privacy screening, including additional screening for the windows to Site A facing the rear of Harmood Street shall be submitted to and approved in writing by the local planning authority. Such screening shall be implemented prior to occupation and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 5 Prior to the commencement of works, a method statement, including details of (removal/dismantling of the cobbled setts and granite kerb stones to Ferdinand Place including their protection during construction and any repair) shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the historic interest of the locally listed highway in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 6 Prior to the commencement of works, a strategy for salvage and appropriate reuse or disposal of demolished materials for no. 1 Ferdinand Place, including bricks but also the white-painted relief plaques set into the walls, shall be submitted to and approved by the local planning authority.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the character and appearance of the local area in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 7 Before the brickwork is commenced, a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 of the London Borough of Camden Local Plan 2017.

- 8 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and should include details of appropriate working processes in the vicinity of trees, and details of an auditable system of site monitoring. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

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

- 9 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall

be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2(if in CA) and A5 of the London Borough of Camden Local Plan 2017.

- 10 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 11 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
  - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
  - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4(major apps only), D1, D2(if CA or LB) and A3 of the London Borough of Camden Local Plan 2017.

- 12 Before the development commences, details of secure and covered cycle storage areas for 31x cycles shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

- 13 Before development commences a ground contamination remediation scheme shall be agreed in writing with the planning authority and the scheme as approved shall be implemented before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use

of the site in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 14 Additional significant contamination discovered during development shall be fully assessed and any necessary modifications made to the remediation scheme shall be submitted to the Local Planning Authority for written approval. Before any part of the development hereby permitted is occupied the developer shall provide written confirmation that all works were completed in accordance with the revised remediation scheme.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 15 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, A1, and A4 of the London Borough of Camden Local Plan 2017.

- 16 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value DnT,w and L'nT,w of at least 60B above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely eg. living room and kitchen above bedroom of separate dwelling. Approved details shall be implemented prior to occupation.

Reason: To safeguard the amenities of the adjoining premises [nd the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 17 Prior to the first use of the premises for the commercial use hereby permitted, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, A1, A4, D1 and CC1 of the London Borough of Camden Local Plan 2017.

- 18 The use of the roof as a terrace shall not commence until the screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies A1 and D1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above).
- 3 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £78,750 for the Mayor's CIL and £393,750 (using the relevant rate for uplift in that type of floorspace ) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 You are reminded that filled refuse sacks shall not be deposited on the public



footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.

- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 8 With regard to condition ...above the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).
- 9 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

Executive Director Supporting Communities

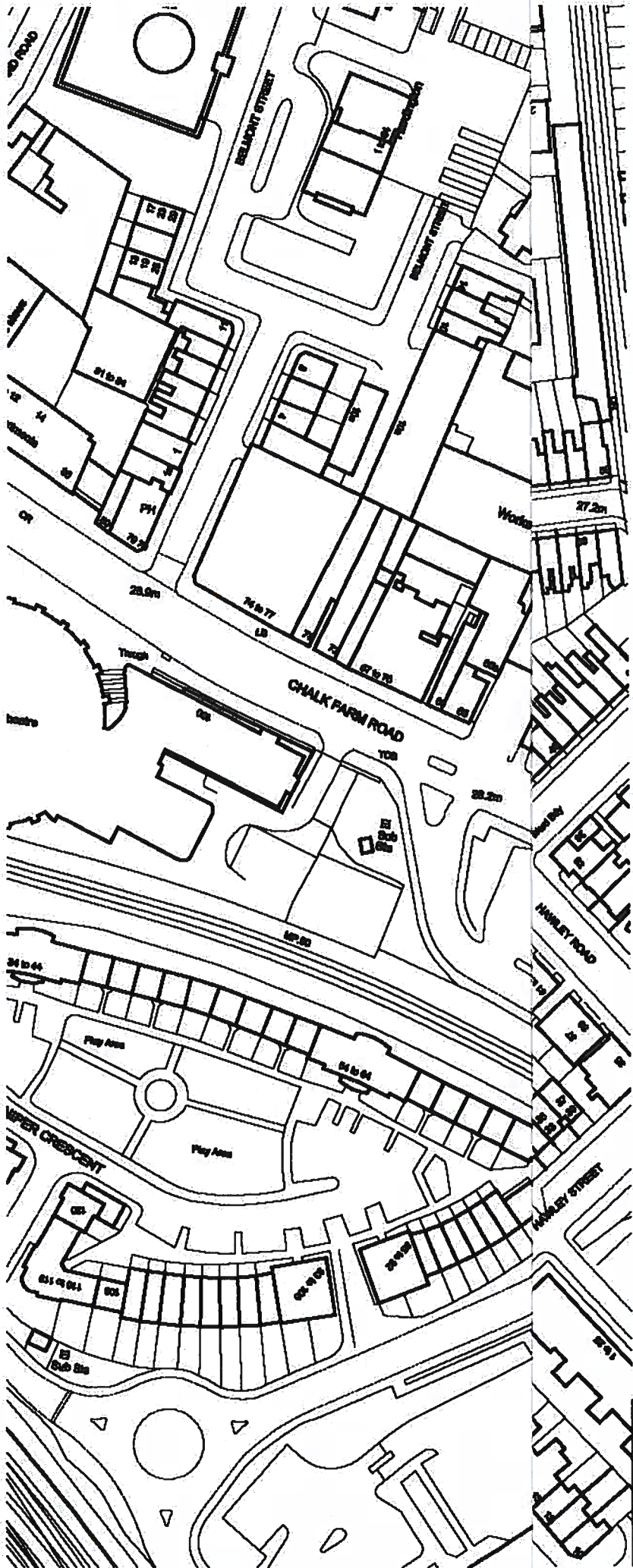
**DRAFT**

**DECISION**

**ANNEX 5**

**plan of the Property**




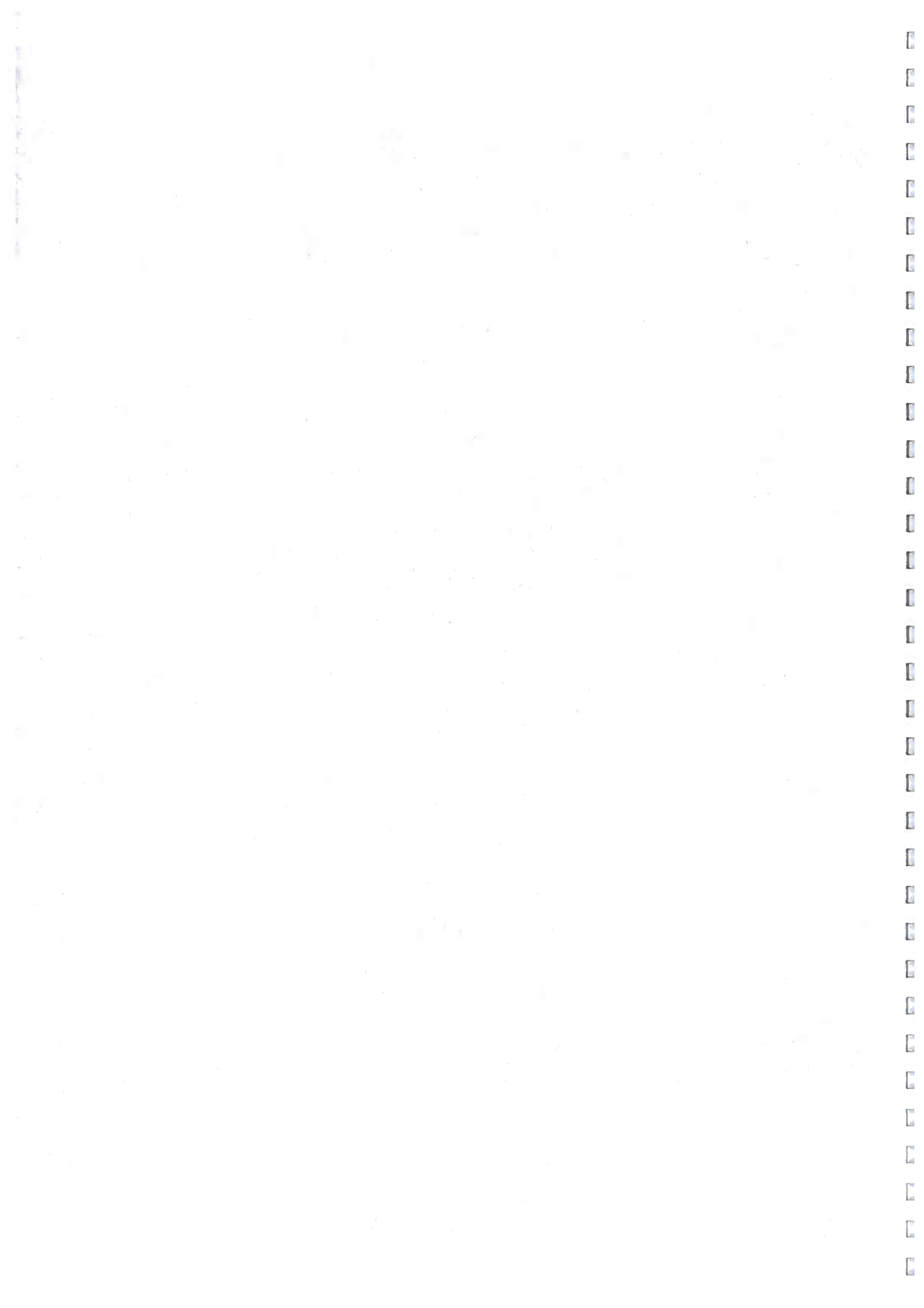


*R. Alexander*

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R*



<p>Planning</p>			
<p>2 Providence Yard London E2 7PL</p>		<p>020 7 627 622 www.cam.london</p>	
		<p>CAM ARCHITECTURE</p>	
<p>Drawn by LEVERSON &amp; BONS FERDINAND PLACE NW3</p>	<p>Scale FC CS</p>	<p>Sheet 1:1250 @ A3</p>	<p>Date 22.01.16</p>
<p>Project No SITE LOCATION PLAN</p>	<p>Page No 244</p>	<p>Sheet No PL 001</p>	<p>Author</p>



## **ANNEX 6**

### **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 Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

### **Facilities Management**

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

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