Draft: 4 September 2020

**DATED 2020**

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

**and**

**(2) THE SECRETARY OF STATE FOR HOUSING COMMUNITIES AND LOCAL GOVERNMENT**

**A G R E E M E N T**

**relating to land known as**

**Former Hampstead Police Station**

**26 Rosslyn Hill**

**London NW3 1PD**

**pursuant to**

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

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

**Section 111 of the Local Government Act 1972;**

**Section 1(1) of the Localism Act 2011; and**

**Section 278 of the Highways Act 1980**

Andrew Maughan

Borough Solicitor

London Borough of Camden

Town Hall

Judd Street

London WC1H 9LP

Tel: 020 7974 2176

**THIS AGREEMENT** is made the day of 2020

**B E T W E E N:**

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council"); and
2. **THE SECRETARY OF STATE FOR HOUSING COMMUNITIES AND LOCAL GOVERNMENT** of 4th Floor Fry Building 2 Marsham Street London SW19 4DF (hereinafter called (“the Owner”).

1. **WHEREAS**

* 1. The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 144156 and LN61085.
  2. The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  3. The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated. A Planning Application for the Development of the Property was submitted to the Council and registered on 14 May 2019 under reference number 2019/2375/P.
  4. An Application for Listed Building Consent for the Development of the Property was submitted to the Council and registered on 14 May 2019 under reference number 2019/2491/L
  5. The Council refused the Planning Application and Application for Listed Building Consent on 19 December 2019.
  6. An appeal under Section 78 of the Act in respect of the refusal of the Planning Application and Application for Listed Building Consent was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/W/20/3428002 and APP/X5210/Y/20/3428003.
  7. The Council 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.
  8. As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
  9. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

|  |  |  |
| --- | --- | --- |
|  | "the Act" | the Town and Country Planning Act 1990 (as amended) |
|  | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
|  | "the Application for Listed Building Consent" | an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and registered on 14 May 2019 under reference number 2019/2491/L |
|  | "the Business/Enterprise Space | the part of the Development comprising the business/enterprise space (Use Class B1) |
|  | “Business Parking Bay” | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated |
|  | "Business Parking Permit" | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay |
|  | "Community Facilities" | the parts of the School comprising the main hall and the small hall only that will be available for public access in accordance with the Community Use Plan |
|  | "Community Governor" | a co-opted member of the Local Tier of Governance who must be a local resident or representative of local residents |
|  | "the Community Use Plan" | the plan that details the measures the Owner will adopt in providing public access to the Community Facilities after school hours and at the weekend including the timeframe and functionality of facilities for public usage and the terms and conditions upon which the general public can use the Community Facilities including hours of use, management, pricing and access |
|  | “the Construction Management Plan” | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-   1. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development; 2. proposals to ensure there are no adverse effects on the Conservation Area features 3. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; 4. 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); 5. the inclusion of a waste management strategy for handling and disposing of construction waste; and   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. |
|  | “the Construction Management Plan Implementation Support Contribution” | the sum of £7,564.50 (seven thousand five hundred and sixty-four pounds fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase |
|  | “the Construction Phase” | the whole period between   1. the Implementation Date; and 2. the date of issue of the Certificate of Practical Completion |
|  | “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 |
|  | "the Development" | change of use of the Property from a police station (sui generis) to a one-form entry school (Use Class D1) for 210 pupils and business/enterprise space (Use Class B1) including alterations and extensions to the rear and associated works pursuant to the Planning Permission |
|  | “the Energy Efficiency and Renewable Energy Plan” | a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-   1. Incorporation of measures set out in the submission document titled Energy Strategy Report v2.7 by Ridge dated 28 October 2019 to achieve a 35% reduction in CO2 emissions beyond the Part L 2013 baseline; 2. further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 63% reduction over the CIBSE Guide F Benchmark as outline in the Energy Strategy v2.7 by Ridge dated 28 October 2019 in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; 3. separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; 4. a building management system being an electronic system to monitor the Development’s heating cooling and the hours of use of plant; 5. measures to enable future connection to a local energy network that has been designed in accordance with the “CIBSE heat networks; code of practice for the UK” at the boundary of the Property including:  * safeguarded space for a future heat exchanger; * provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; * the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; * provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made. * provision of contact details of the person(s) responsible for the development’s energy provision for the purpose of engagement over future connection to a network.  1. include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on the reduction of carbon emissions contained within its Development Plan; 2. measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development’s future management and occupation; and 3. 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. |
|  | “the Highways Contribution” | the sum of £ 22,451.59 (twenty-two thousand pounds four hundred and fifty-one pounds fifty-nine 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 vicinity of the Property such works to include the following (“the Highways Works”):-   * + - 1. resurfacing the footway and carriageway adjacent to the Property;       2. level changes to the pavement on Downshire Hill, providing level access to the B1 office element;       3. consultation on and implementation of any necessary Traffic Management Orders pursuant to the Road Traffic Regulation Act 1984 related to the Highways Works including the creation of a School Keep Clear area and a disabled parking bay and       4. any other works the Council acting reasonably requires as a direct result of the Development   all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs |
|  | "the Implementation  Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and “Implement” shall be construed accordingly |
|  | “the Kings Cross Construction Centre” | the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry |
|  | "the Local Tier of Governance" | the governing board or body responsible for the management of the School |
|  | “the Level Plans” | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway |
|  | “the Monitoring Fees” | the sum of £8,180 (eight thousand one hundred and eighty) to be paid by the Owner to the Council in accordance with clause 6.3 of this Agreement |
|  | "Occupation Date" | the date when any part of the Development is occupied and the phrases “Occupy”, “Occupied” and “Occupation” shall be construed accordingly |
|  | “the Parties” | mean the Council and the Owner |
|  | “the Pedestrian Cycling and Environmental  Contribution” | the sum of £51,478.65 (fifty one thousand four hundred and seventy-eight pounds and sixty-five pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various transport pedestrian cycle and public realm improvements in the vicinity of the Development including for the provision of off-site cycle parking |
|  | "the Planning Application" | a planning application in respect of the Development submitted to the Council and registered on 14 May 2019 under reference number 2019/2375/P |
|  | “Planning Obligations Monitoring Officer” | a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof |
|  | “the Planning Permission” | any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/20/3428002 pursuant to the appeal against the refusal of the Planning Application |
|  | "the Property" | the land known as Former Hampstead Police Station 26 Rosslyn Hill London NW3 1PD the same as shown edged red on the plan annexed hereto |
|  | “the Public Highway” | any carriageway footway and/or verge maintainable at public expense |
|  | "the School" | the part of the Development constituting a school (Use Class D1) |
|  | “the School Travel Plan Monitoring Contribution” | the sum of £9,618 (nine thousand six hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the School Travel Plan over a six year period from the date of first Occupation of the Development |
|  | “the School Travel Plan Co-ordinator” | a person appointed by the School (who may be the School Travel Plan Co-ordinator could be a teacher, head teacher, PSHE co-ordinator, school governor, or school travel consultant for the school, or such other person of suitable equivalent qualification and authority) to deliver the objectives of the Travel Plan and at all times during the a six year period from the month of Occupation to:   1. be responsible for the coordination, implementation, reporting and review of the School Travel Plan; 2. secure an ongoing process of continuous improvement of sustainable modes of transport at the school; 3. establish a School Travel Plan review group to include a local resident representative; 4. . |
|  | “the School Travel Plan” | a plan setting out a package of measures and targets to be adopted by the school to be submitted for approval to the Council’s School Travel Plan Officer via the TFL STARS website (<https://stars.tfl.gov.uk/About/About>) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the school over a six year period from the month of Occupation incorporating (but not limited to) the following:-   1. the elements set out in the Second Schedule hereto; 2. a provision to undertake a substantial initial school travel survey (“the Initial Travel Survey”) of all pupils and staff and consultation with pupils and their families, staff, and management at the Property within six months of Occupation; 3. mechanisms for monitoring targets and reviews of the school travel plan to be carried out annually in the same month as the Initial Travel Survey was completed; 4. a requirement that the completed travel plan is uploaded on to the Transport for London STARS website (<https://stars.tfl.gov.uk/>) and to ensure that the annual reviews are uploaded annually thereafter; 5. a target for the School to achieve a minimum of Bronze accreditation on STARS in the first academic year following Occupation with a view to achieving Gold accreditation by the fifth anniversary of the travel plan; 6. participation in travel activities, such as ‘walk once a week’, ‘green transport week’, and ‘Bikeability training’, alongside other such travel activities and to ensure that these are uploaded on to the STARS website with supporting evidence once complete; 7. to ensure that the STARS accreditation status and travel plan are included in the school’s prospectus, on the website and relevant information promoting the school; and, 8. an identified 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; |
|  | “the Service Management Plan” | a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-   1. a requirement for delivery vehicles to unload from a specific suitable located area; 2. details of the person/s responsible for directing and receiving deliveries to the Property; 3. measures to avoid a number of delivery vehicles arriving at the same time; 4. likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts; 5. likely nature of goods to be delivered; 6. the likely size of the delivery vehicles entering the Property; 7. measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; 8. measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same; 9. provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council; 10. details of arrangements for refuse storage and servicing;   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 including a review of those parts of the plan relevant to the School to take place annually over a six year period as part of the monitoring of the School Travel Plan. |
|  | “the Sustainability Plan” | a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-   1. achieve the targets set out in the submission documents entitled Energy Strategy Report 2.7 (Ridge) 28 October 2019, and sustainable design measures and climate change adaptation measures in line with policies contained in the Council’s Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change); 2. achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use 3. achieve the targets set out in the submission document entitled BREAAM Pre- Assessment Feasibility Report (Ridge) 6 September 2019 4. include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories; 5. 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; 6. details of maintenance and management relative to sustainability measures included in the Sustainability Plan; 7. 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   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 |

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

* 1. This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
  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. 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.
  4. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3,5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall be conditional on the grant of the Planning Permission and in the event of a grant of Planning Permission shall become binding upon the Owner upon the Implementation Date Provided That the covenants obligations restrictions and requirements in this Agreement shall not take effect if and to the extent the inspector appointed by the Secretary of State to determine the Appeal expressly states in his/her decision letter in respect of any undertaking covenant restriction or requirement that it is not in accordance with the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

* 1. The Parties save where the context states otherwise shall include their successors in title.
  2. The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.3 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

* 1. **Car free** 
     1. To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
     2. be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
     3. buy a contract to park within any car park owned, controlled or licensed by the Council.
     4. Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
     5. The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.3.1 and 4.3.2 above will remain permanently.
     6. On or prior to the Occupation Date the Owner shall inform the Council’s Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council’s Street Name and Numbering Department), identifying those units that in the Owner’s opinion are affected by the Owner’s obligation in Clause 4.3.1 of this Agreement.
  2. **Community Governor**
     1. At all times during the operation of the School to retain at least one place for a Community Governor on the Local Tier of Governance.
     2. From the date of execution of this Agreement (unless otherwise agreed in writing with the Council) the Owner is to advertise the position of Community Governor to representatives of the local residents, existing residents associations or any other bodies or groups representing the owners and or occupiers and/or businesses in the immediate locality.
     3. To use reasonable endeavours to appoint to the role of Community Governor prior to Occupation of the Development.
     4. As soon as practicable upon the position of Community Governor becoming vacant to advertise the position of Community Governor to the persons listed in clause 4.4.2 and appoint to the role.
     5. The appointment of a Community Governor shall otherwise be in full accordance with the ordinary application and appointment process for appointments to the Local Tier of Governance.
     6. Nothing in this clause shall be construed as requiring the appointment of a Community Governor where such appointment would be in contravention of The School Governance (Constitution) (England) Regulations or the Constitution of governing bodies of maintained schools - statutory guidance for governing bodies of maintained schools and local authorities in England (August 2017) or the policies of the School.
  3. **Community Use Plan** 
     1. On or prior to Occupation to submit to the Council for approval the Community Use Plan.
     2. Not to Occupy or permit Occupation of any part of the School until such time as the Council has approved the Community Use Plan as demonstrated by written notice to that effect.
     3. After Occupation of the School the Owner shall manage the School in strict accordance with the Community Use Plan as approved by the Council from time to time.
  4. **Construction Management Plan**
     1. On or prior to the Implementation Date to:

1. pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
2. submit to the Council for approval a draft Construction Management Plan.
   * 1. Not to Implement nor allow Implementation of the Development until such time as the Council has:
3. received the Construction Management Plan Implementation Support Contribution in full; and
4. approved the Construction Management Plan as demonstrated by written notice to that effect.
   * 1. 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.
     2. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and  not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and  in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
   1. **Energy Efficiency and Renewable Energy Plan**
      1. On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
      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.
      3. Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
      4. Following the Occupation Date the Owner shall managed the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time.
   2. **Highways Contribution**
      1. On or prior to the Implementation Date to:-
5. pay to the Council the Highways Contribution in full; and
6. submit to the Council the Level Plans for approval.
   * 1. Not to Implement or to allow Implementation until such time as the Council has:-

(i) received the Highways Contribution in full; and

(ii) approved the Level Plans as demonstrated by written notice to that effect.

* + 1. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
    2. On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum (“the Certified Sum”) expended by the Council in carrying out the Highway Works.
    3. If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
    4. If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.
  1. **Pedestrian Cycling and Environmental Contribution**
     1. On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.
     2. Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.
  2. **Service Management Plan** 
     1. On or prior to Occupation to submit to the Council for approval the Service Management Plan.
     2. Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
     3. One year from the Occupation Date to submit to the Council a twelve month review of the Service Management Plan.
     4. After the Occupation Date the Owner shall manage the Development in strict accordance with the Service Management Plan as approved by the Council from time to time.
  3. **Sustainability Plan**
     1. On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
     2. Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
     3. Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
     4. Following the Occupation Date the Owner shall manage the Development in strict accordance with the Sustainability Plan as approved by the Council from time to time.
  4. **School Travel Plan**
     1. On or prior to the Occupation Date to:-

1. submit on the STARS website the School Travel Plan for approval by the Council; and
2. pay to the Council the School Travel Plan Monitoring Contribution
   * 1. Not to Occupy or permit Occupation of any part of the Development until such time as:
3. the Council has approved the School Travel Plan as demonstrated by written notice to that effect; and
4. the Council has received the School Travel Plan Monitoring Contribution in full.
   * 1. The Owner covenants with the Council that after the Occupation Date of the School the Owner shall manage the School in strict accordance with the School Travel Plan as approved by the Council from time to time.

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

* 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.
  2. Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2019/2375/P the date upon which the Development will be ready for Occupation.
  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.
  4. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
  5. 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. Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Application reference 2019/2375/P.
  7. Payment of any contributions pursuant to Clause 4 respectively of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2019/2375/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
  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.
  9. Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum (“A”) being equal to the original sum payable (“B”) multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator (“X”) and the last AIIRP figure published before the date such payment or application is made (“Y”) less the last published AIIRP figure at the date hereof (“X”) is the numerator so that

A = B x (Y-X)

X

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

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

* 1. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2019/2375/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.
  2. This Agreement shall be registered as a Local Land Charge.
  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 and its Monitoring Fees within 28 days of grant of the Planning Permission.
  4. The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
  5. Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
  6. The Owner shall not 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. Any Owner whose sole interest in the Property relates to the School shall not be liable contractually or statutorily for breach of any obligation or covenant contained in this Agreement where the breach occurs on the Business/enterprise Space or any obligations which relate solely to Business/enterprise Space.
  8. Any Owner whose sole interest in the Property relates to the Business/enterprise Space shall not be liable contractually or statutorily for breach of any obligation or covenant contained in this Agreement where the breach occurs on the School or any obligations which relate solely to School.
  9. 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.
  10. 6.8 If the relevant planning permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

7.1 Subject to clauses 6.6 and 6.7, all Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

10. **MORTGAGEE EXEMPTION**

* 1. 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.

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

**SECRETARY OF STATE** )

**FOR HOUSING COMMUNITIES**  )

**AND LOCAL GOVERNMENT** )

The Corporate Seal of the )

Secretary of State for Housing )

Communities and Local )

Government hereunto affixed )

and authenticated )

in the presence of: )

Authorised signatory:

###### THE COMMON SEAL OF THE MAYOR )

**AND BURGESSES OF THE LONDON )**

**BOROUGH OF CAMDEN was hereunto )**

**Affixed by Order:- )**

**………………………………………………**

**Authorised Signatory**

**THE** **FIRST SCHEDULE**

**Pro Forma**

**Construction Management Plan**

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

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

<https://www.camden.gov.uk>Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

**THE SECOND SCHEDULE**

**THE SCHOOL TRAVEL PLAN**

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

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

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

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

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

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

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

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

**1. Public Transport and walking**

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

**2. Traffic Restraint**

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

**3.** **On-Street Parking Controls**

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

**4. Parking and Travel**

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

**5. Cycling**

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

1. secure and covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

1. changing and showering facilities for staff;
2. cycle and equipment loans and insurance for staff;
3. work with the Council to improve cycle routes to/from the school;
4. cycle training sessions for staff, parents and teachers.

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

A Servicing Management Plan for the school must seek to:

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

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

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, including establishing a School Travel Plan review group to include a local resident representative, and carrying out a review on an ongoing basis annually in line with Transport for London’s STARS system.

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