

DATED *24 December* 2020

(1) CAMDEN PROPERTY HOLDINGS LIMITED

and

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

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

St Pancras Commercial Centre, 63 Pratt Street, London NW1 0BY

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**

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Legal/PM/1800.1291

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THIS AGREEMENT is made the *24th* day of *December* 2020

BETWEEN:

- i **CAMDEN PROPERTY HOLDINGS LIMITED** (incorporated in Guernsey) of Kingsway House, Havilland Street, St Peter Port, Guernsey GY1 2QE whose registered office is at 8 Richmond Mews, London W1D 3DH (hereinafter called the "Owner") of the first part; and
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called the "Council") of the second part.

WHEREAS

- (A) The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL160613.
- (B) The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- (C) A planning application for the Development of the Property was submitted to the Council and registered on 21 August 2019 and on 23 January 2020 the Council resolved to grant planning permission conditionally under Council reference number 2019/4201/P subject to conclusion of this legal Agreement.
- (D) The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- (E) 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.

(F) For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1. **DEFINITIONS**

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

1.1	"Accessway"	the accessible footpath from Georgiana Street, Royal College Street and St Pancras Way through the Development between the Retained Landscape as shown on Plan 2 to be maintained by the Owner in accordance with the relevant provisions as set out in the approved Landscape Management Plan;
1.2	"Act"	the Town and Country Planning Act 1990 (as amended);
1.3	"Additional Affordable Housing Scheme"	<p>a scheme to be prepared by the Owner and submitted to the Council in accordance with schedule 4 of this Agreement detailing the Additional Affordable Housing Units to be provided and which:</p> <ul style="list-style-type: none"> (a) confirms which Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) ensures at least 10% of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users; (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and

		(e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 5.6 of schedule 4 applies;
1.4	"Additional Affordable Housing Units"	the Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 6 of schedule 4 of this Agreement;
1.5	"Affordable Housing"	low-cost housing including London Affordable Rented Housing and Intermediate Rented Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);
1.6	"Affordable Housing Units"	the 8 (eight) London Affordable Rented Housing Units and the 6 (six) Intermediate Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing as shown shaded green on the Layout Plans;
1.7	"Affordable Workspace"	means 20% of the total Light Industrial Floorspace (GIA) (presently amounting to 657 sqm of floorspace) designated for use by SMEs

		shown shaded orange on the Layout Plans;
1.8	"Affordable Workspace and Light Industrial Floorspace Marketing Plan"	<p>a detailed marketing plan to be prepared by the Owner and implemented following approval by the Council, setting out proposals for facilitating the Occupation of the Affordable Workspace and Light Industrial Floorspace including (but not limited to):</p> <ul style="list-style-type: none"> (a) the marketing particulars and specification of the Affordable Workspace and the rents to be offered; (b) details of how and where the Affordable Workspace will be marketed; (c) measures to ensure that the Affordable Workspace is marketed to SMEs in the borough and to include a specific strategy to promote the Affordable Workspace through local business channels and networks such as Business Improvement Districts in the Borough; (d) measures to ensure that the Light Industrial Floorspace are fit out completed and ready for Occupation prior to any Occupation of the Residential Units in the Property; (e) measures to ensure that a minimum of nine months prior to the Occupation of the Light Industrial Floorspace the Owner submits proposals to market the Light Industrial Floorspace exclusively to Camden Registered Businesses (and tenants who held a rental tenancy in the Property on 17 July 2020); (f) measures to ensure that the Light Industrial Floorspace is marketed in

		<p>accordance with the Affordable Workspace and Light Industrial Floorspace Marketing Plan for a period of at least nine months prior to the date of initial Occupation of the Light Industrial Floorspace and for the avoidance of doubt, marketing can commence prior to Occupation;</p> <p>(g) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Affordable Workspace and Light Industrial Floorspace Marketing Plan on an annual basis for a period of ten (10) years following first Occupation of the Affordable Workspace; and</p> <p>(h) provision of a mechanism for review and update as required from time to time.</p>
1.9	"Affordable Workspace Plan"	<p>a plan setting out the measures that the Owner will adopt to ensure that the Affordable Workspace remains flexible so as to be suitable and affordable for use by local business start-ups and SMEs, including (but not limited to):</p> <p>(a) measures to ensure the Affordable Workspace shall be constructed and fitted out in an agreed location and to the Affordable Workspace Specification;</p> <p>(b) details of any Affordable Workspace Provider (if relevant);</p> <p>(c) the rental level for the Affordable Workspace to be 60% of the market value for annual rents charged for comparable spaces within the local area of the Development for the initial 10-year period following Occupation with such</p>

		<p>rental level to be agreed with the Council in writing;</p> <p>(d) any service or other charges applied to the Affordable Workspace to be 60% of average service charges and fees for comparable spaces within the local area;</p> <p>(e) the Affordable Workspace to be offered on flexible tenancy/membership/licence terms;</p> <p>(f) measures to ensure the Affordable Workspace will be offered to a range of sizes of business including micro businesses, start-ups and scale ups;</p> <p>(g) the Affordable Workspace shall comprise a range of unit space sizes, open and/or flexible spaces that can be expanded or contracted to suit the changing needs of occupiers;</p> <p>(h) identifying means of ensuring a provision of information to the Council; and</p> <p>(i) a mechanism for review and update as required from time to time;</p>
1.10	"Affordable Workspace Provider"	such company, organisation or management group with experience of operating shared workspaces (including affordable workspaces) for multiple occupation by SMEs which shall be approved by the Council in writing;
1.11	"Affordable Workspace Specification"	<p>the specification for completion of the Affordable Workspace to a reasonable standard for comparable space of a similar size and purpose so that it is fit for purpose and ready for Occupation comprising:</p> <p>(a) building shell suitable for office/meeting rooms (without</p>

		<p>decorative finish and internal partitions);</p> <p>(b) all external windows and doors installed;</p> <p>(c) raised floors installed (without decorative finish);</p> <p>(d) suspended ceilings installed;</p> <p>(e) extension of the mechanical and electrical services above the ceiling from the riser across the space including small power sockets to skirting or dado trunking;</p> <p>(f) insulation and finishes to the internal face of the external and core walls;</p> <p>(g) fully finished female and male toilets (excluding any final specialist fittings); and</p> <p>(h) service connections for gas (if applicable) electricity water foul drainage and telephone;</p>
1.12	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act;
1.13	"Average Intermediate Housing Value"	the average value of Intermediate Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Developer;
1.14	"Average Low Cost Rent Housing Value"	the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the

		Council and the Owner;
1.15	"Average Market Housing Value"	the average value of Market Housing Unit floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
1.16	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter;
1.17	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council per request in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application;
1.18	"Build Costs"	the build costs comprising construction of the Development attributable to the Market Housing Units and the Commercial Floorspace supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract;

		<p>(b) receipted invoices;</p> <p>(c) costs certified by the Owner's quantity surveyor, costs consultant or agent, but for the avoidance of doubt build costs exclude:</p> <p>(i) professional, finance, legal and marketing costs; and</p> <p>(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;</p>
1.19	"Burland Category of Damage"	an industry recognised category of structural damage as specified at Figure 11 of Camden Planning Guidance: Basements (as may be amended) and shown in schedule 12;
1.20	"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;
1.21	"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;
1.22	"Camden Registered Businesses"	enterprises, partnerships or companies registered at UK Companies House with an address in the London Borough of Camden or registered with the Council for business rates purposes or can similarly demonstrate as operating in the London Borough of Camden and including any existing tenants of the Property;

1.23	"Carbon Offset Contribution"	the sum of £32,040 (thirty two thousand and forty 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 vicinity of the Development;
1.24	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed;
1.25	"Commercial Floorspace"	the total commercial floorspace in the Development amounting to 20,602 sq. m. (GIA) in the Development including the Light Industrial Floorspace, the floorspace in office B1(a) Use Class (amounting to 16,526 sq. m. (GIA)) and retail in A1 Use Class (amounting to 782 sq. m. (GIA));
1.26	"Component"	a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Market Housing Units; (b) Affordable Housing Units; (c) Additional Affordable Housing Units; (d) B1c floorspace within the Development; (e) B8 floorspace within the Development; (f) B1a floorspace within the Development; (g) A1 Retail Units; and (h) C3 floorspace within the Development;
1.27	"Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) per apprentice to be paid by the Owner to the Council in lieu of

		construction apprentice provision;
1.28	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices;
1.29	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking and demolition works and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in schedule 9 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the features of the neighbouring conservation area;</p>

		<ul style="list-style-type: none"> (c) proposals to ensure the protection and preservation of listed buildings in the vicinity of the Property during the Construction Phase; (d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (e) 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); (f) the inclusion of a waste management strategy for handling and disposing of construction waste; and (g) 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;
1.30	<p>"Construction Management Plan Implementation Support Contribution"</p>	<p>the sum of £22,816 (twenty two thousand eight hundred and sixteen 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 Construction Management Plan and verification of the proper operation during the</p>

		Construction Phase;
1.31	"Construction Phase"	the whole period between: (a) Implementation; and (b) the date of issue of the Certificate of Practical Completion;
1.32	"Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled " <i>Guide for Contractors Working in Camden</i> " relating to the good practice for developers engaged in building activities in the London Borough of Camden;
1.33	"Delivery and Servicing 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 of the Development securing the minimisation of service vehicles with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following: (a) a requirement for all delivery and servicing vehicles to load/ unload along the vehicle servicing route accessed from Pratt Street and exiting onto St Pancras Way only; (b) details of the management personnel from the Property responsible for directing and receiving deliveries to the Property; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;

		<ul style="list-style-type: none"> (e) likely nature of goods to be delivered; (f) the likely size of the delivery and servicing of the Property; (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same; (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council; (j) details of arrangements for refuse storage and servicing from the Property; and (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;
1.34	"Detailed Basement Construction Plan"	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and to provide a programme of detailed mitigating measures to be undertaken and put

		<p>in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties and canal as described in the Basement Impact Assessment No. 2019/4201/P by AKT II Limited dated 9 December 2019 submitted with the Planning Application and to include the following key stages:</p> <p>(a) the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (the "Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment);</p> <p>(b) the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:</p> <p>(i) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review</p>
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		<p>input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design;</p> <p>(ii) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond Category 1 "<i>Very Slight</i>" with reference to the Burland Category of Damage;</p> <p>(iii) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve</p>
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		<p>the objectives of the Detailed Basement Construction Plan;</p> <p>(iv) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p> <p>(v) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p> <p>(vi) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement</p>
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		<p>Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(vii) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(viii) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater); and</p>
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		<p>(ix) measures to ensure ground water monitoring equipment and a displacement and vibration monitoring regime shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing);</p> <p>(c) the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (the "Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE;</p> <p>(d) for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-</p>
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		<p>clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans;</p> <p>(e) only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement;</p> <p>(f) the Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's</p>
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		consideration of the submitted plan;
1.35	"Development"	demolition of existing buildings (Class B1c/B8); erection of 3x buildings ranging in height from 5 to 7 storeys above ground and a single basement level comprising a mixed use development of light industrial floorspace (Class B1c/B8), office floorspace (Class B1), 33x self-contained dwellings (Class C3), flexible retail floorspace (Class A1/A3); associated access and servicing, public realm, landscaping, vehicular and cycle parking, bin storage and other ancillary and associated works as shown on: 477-CSJ-00-ZZ-SI-A-0001-S1-P02; 477-CSJ-00-ZZ-SI-A-0002-S1-P02; 477-CSJ-A1-05-FP-A-5206-S1-P01; 477-CSJ-C1-ZZ-SK-A-360-S1; 477-CSJ-M1-01-FP-A-5103-S1-P01; 477-CSJ-M1-04-FP-A-5105-S1-P01; 477-CSJ-00-GF-SI-A-0003-S1-P01; 477-CSJ-00-GF-SI-A-0003-S1-P01; 477-CSJ-00-GF-FP-A-0100-S1-P02; 477-CSJ-00-M1-FP-A-0101-S1-P01; 477-CSJ-00-ZZ-EL-A-0300-S1-P01; 477-CSJ-00-ZZ-EL-A-0301-S1-P01; 477-CSJ-00-ZZ-EL-A-0302-S1-P01; 477-CSJ-00-ZZ-SC-A-0200-S1-P02; 477-CSJ-00-GF-SI-A-2000-S1-P02; 477-CSJ-A1-ZZ-DE-A-7030-S1-P01; 477-CSJ-00-B1-FP-A-3101-S1-P02; 477-CSJ-00-GF-FP-A-3102-S1-P05; 477-CSJ-00-M1-FP-A-3103-S1-P02; 477-CSJ-00-01-FP-A-3104-S1-P02; 477-CSJ-00-02-FP-A-3105-S1-P02; 477-CSJ-00-03-FP-A-3106-S1-P02; 477-CSJ-00-04-FP-A-3107-S1-P02; 477-CSJ-00-05-FP-A-3108-S1-P02; 477-CSJ-00-06-FP-A-3109-S1-P03; 477-CSJ-00-07-FP-A-3110-S1-P03; 477-CSJ-00-ZZ-EL-A-3300-

		<p>S1-P02; 477-CSJ-00-ZZ-EL-A-3301-S1-P02; 477-CSJ-00-ZZ-SC-A-3200-S1-P03; 477-CSJ-00-ZZ-SC-A-3201-S1-P02; 477-CSJ-00-ZZ-SC-A-3202-S1-P02; 477-CSJ-00-ZZ-SC-A-3203-S1-P02; 477-CSJ-00-ZZ-SC-A-3204-S1-P02; 477-CSJ-A1-01-FP-A-5202-S1-P01; 477-CSJ-C1-ZZ-DE-A-7001-S1-P02; 477-CSJ-C1-ZZ-DE-A-7002-S1-P02; 477-CSJ-C1-ZZ-DE-A-7003-S1-P02; 477-CSJ-C1-ZZ-DE-A-7004-S1-P02; 477-CSJ-C1-ZZ-DE-A-7005-S1-P02; 477-CSJ-C1-ZZ-DE-A-7006-S1-P02; 477-CSJ-M1-ZZ-DE-A-7020-S1-P02; 477-CSJ-M1-ZZ-DE-A-7021-S1-P02; 477-CSJ-M1-ZZ-DE-A-7022-S1-P02; 477-CSJ-A1-GF-SK-A-081-S1-C; 477-CSJ-M1-GF-SK-A-071-S1-C; SP108_00_ET Rev P2; SP108_01_GP Rev P3; SP108_02_GM Rev P3; SP108_03_RF Rev P3; SP108_11_01 rev P2; SP108_12_02 Rev P3; SP108_31_PP Rev P2; SP108_32_PT Rev P1; SP108_51_A1 Rev P2; SP108_51_A2 Rev P2; SP108_52_BB Rev P2; SP108_53_CD Rev P2; SP108_54_EF Rev P2; SP108_61_RT Rev P1;; SP108_JCLA_191114_PublicSpaceViews; Archaeological Assessment (August 2019); Affordable Housing Statement (August 2019); Air Quality Assessment (August 2019); Arboricultural Impact Assessment (August 2019); Construction Management Plan (August 2019); Daylight and Sunlight Assessment (amended October 2019); Delivery and Servicing Plan (August 2019); Ecology Report (August 2019); Flood Risk Assessment (August 2019); Noise, Vibration and Ventilation Assessment (August 2019);</p>
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		<p>Planning Statement (August 2019); Planning Statement Addendum (October 2019); Proposed Area Schedule (09/01/2020); Design & Access Statement (August 2019); Statement of Community Engagement (August 2019); Contaminated Land Assessment (August 2019); Interim Report by soiltechnics (22/10/2019); Sustainability and Energy Statement (August 2019); Sustainability and Energy Statement - Response to Greater London Authorities (GLA) comments (25 October 2019); Sustainability and Energy Statement - Response to Camden Council's comments (25 October 2019); Response to Planning Application Comments (October 2019); Response to Greater London Authority Water & Green Infrastructure Memo Stage 1 - Final (12/11/2019); Noise Impact Assessment Report (23 October 2019); Transport Assessment (August 2019); Supplementary Transport Assessment Note (25 November 2019); Servicing Management Plan (August 2019); Waste Strategy Response (undated); Tree Strategy Statement Rev P3 (amended 28/11/2019); Townscape, Visual Impact and Heritage Assessment (August 2019); Basement Impact Assessment Rev D (09/12/2019); Proposed Tree Matrix (SP108_Doc01_TM Rev P3) (28.11.19); and SP108_Doc03_CFW Rev P1</p>
1.36	"Development Viability Information"	<p>a viability assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement and:</p> <p>(a) in respect of Formula 1a:</p>

		<ul style="list-style-type: none"> (i) Estimated GDV; and (ii) Estimated Build Costs; <p>(b) in respect of Formula 2:</p> <ul style="list-style-type: none"> (i) Average Market Housing Value; (ii) Average Intermediate Rented Housing Value; (iii) Average Low Cost Rent Housing Value, <p>and including in each case supporting evidence to the Council's reasonable satisfaction including (but not be limited to) the following:</p> <ul style="list-style-type: none"> (a) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred (or anticipated to be received/incurred) in relation to the Development; (b) a solicitors certification confirming that any Disposal was not a Fraudulent Transactions and not: <ul style="list-style-type: none"> (i) confined to transactions between the Owner and subsidiary companies of the Owner; (ii) transactions between the Owner and its employees; or (iii) transactions including deferred consideration coverage or loans or finance deals from the Owner; (c) payment of £5,000 to cover the Council's costs in verifying the
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		<p>material and information contained within the assessment;</p> <p>(d) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;</p> <p>(e) any further information the Council acting reasonably requires;</p>
1.37	"Disposal"	<p>means:</p> <p>(a) a Sale;</p> <p>(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or</p> <p>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development,</p> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;</p>
1.38	"Employment and Training Contribution"	<p>the sum of £399,927.46 (three hundred and ninety nine thousand and nine hundred and twenty seven pounds and forty six 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 to support the recruitment and training of apprentices;</p>
1.39	"Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in paragraphs 1 and 2 of schedule 6 of this Agreement;</p>