

SCHEDULE 3
CONSTRUCTION

The Owner hereby covenants with the Council as follows:

1. CONSTRUCTION MANAGEMENT PLAN

- 1.1 On or prior to the Implementation to:
- (a) submit to the Council for approval a draft Construction Management Plan; and
 - (b) pay to the Council the Construction Management Plan Implementation Support Contribution in full.
- 1.2 Not to Implement nor allow Implementation of until such time as the Council has:
- (a) approved the Construction Management Plan as demonstrated by written notice to that effect; and
 - (b) received the Construction Management Plan Implementation Support Contribution in full.
- 1.3 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 can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 1.4 To ensure that throughout the demolition and the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan 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.

2. DETAILED BASEMENT CONSTRUCTION PLAN

- 2.1 On or prior to the Implementation Date to provide to the Council for approval the Detailed Basement Construction Plan.
- 2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 2.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any impacts on the structural integrity of neighbouring properties nor the Development itself beyond Category 1 (Very Slight) of the Burland Category of Damage).
- 2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 2.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 2.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement

Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

3 PROJECT ARCHITECT

Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to:

- (a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Project Architect;
- (b) implement or carry out any works forming part of the construction of the Development at any time when the Project Architect is not employed by the Owner as project architect; and
- (c) occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from the Project Architect that the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.
- (d) In the event that the Project Architect is no longer able to be retained as the Project Architect for reasons beyond the reasonable control of the Owner the Owner shall notify the Council of the same including the reasons why the Project Architect is not able to be retained as the Project Architect and shall write to the Council with the identity of another architect of a similar standing (to be agreed in writing by the Council in advance) with experience of developments similar in nature to the Development and who is a RIBA Chartered Member who shall replace the Project Architect.

SCHEDULE 4
AFFORDABLE HOUSING

The Owner hereby covenants with the Council as follows:

1. **AFFORDABLE HOUSING**
- 1.1 On or prior to Implementation of the Development to submit to the Council for approval details of the Registered Provider or a shortlist of proposed Registered Providers with evidence to demonstrate to the Council's reasonable satisfaction that the Owner is in advanced negotiations with a view to engaging the Registered Provider.
- 1.2 Not to Implement nor permit Implementation of the Development until the details of the Registered Provider or a shortlist of proposed Registered Providers (with the necessary evidence as stated at paragraph 1.1 above) have been approved by the Council in writing.
- 1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 1.4 To ensure that the Affordable Housing Units shall not be otherwise used, Occupied and shall be retained in perpetuity for no purpose other than:
 - (a) for the provision of London Affordable Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator; and
 - (b) for the provision of Intermediate Housing Units shall not be otherwise used or occupied and shall be retained in perpetuity for no purpose other than for the provision of Intermediate Housing.
- 1.5 Not to Occupy or allow Occupation of any of the Market Housing Units until such time as:

- (a) pursuant to the application made by the Owner under sub-paragraph 1.1 hereof, the Council has provided written confirmation to the Owner that the Registered Provider is acceptable to the Council;
 - (b) the Affordable Housing Units (and Additional Housing Units (if any are provided)) 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;
 - (c) the works of construction conversion and fitting out of the Affordable Housing Units (and Additional Housing Units (if any are provided)) have been completed in accordance with the requirement of sub-paragraph 1.3 hereof.
- 1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator or the Council from time to time.
- 1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.
- 1.8 Subject to the provisions of paragraph (a) – (c) below the restrictions contained in sub-paragraphs 1.1 to 1.7 above 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:
- (a) in the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are

taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice in writing to the Council of its intention to dispose (the "**Default Notice**");

- (b) in the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months (or such longer period as may be agreed between the Chargee and the Council) from receipt of the Default Notice (the "**Specified Period**") to arrange for another Registered Provider to take the transfer of the Affordable Housing Units for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (c) if the Council having failed to arrange another Registered Provider to arrange for a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units and any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units 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.

- 1.9 For the purposes of sub-paragraph 1.8(a) 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 2019/4201/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.

1.10 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 sub-paragraphs 1.1 to 1.7.

1.11 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).

2. AFFORDABLE HOUSING REVIEW TRIGGER

2.1 For the purposes of paragraphs 2 to 9 and the annexure to schedule 4 the Parties agree they will act reasonably and promptly and it will be open to either party at any stage in each viability process to refer a matter to be determined by an Expert and references to determination, approval and/or response by the Owner and the Council shall include references to determination, approval and/or response by the Expert where a matter has been referred to the Expert for determination.

2.2 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10

Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

3. SUBSTANTIAL IMPLEMENTATION

- 3.1 The Owner undertakes to use best endeavours (which for the avoidance of doubt shall not require the payment of monies to a tenant) to achieve vacant possession of the Property as soon as reasonably practicable.
- 3.2 If the Owner has not achieved vacant possession within 7 months of the date of this Agreement, the Owner shall be entitled to submit a request to the Council to extend the Substantial Implementation Target Date by such period as shall be agreed by the Council acting reasonably.
- 3.3 No extension to the Substantial Implementation Target Date shall be authorised unless the Owner has demonstrated to the Council's reasonable satisfaction that it has used best endeavours (which for the avoidance of doubt shall not require the payment of monies to a tenant) to achieve vacant possession in compliance with the terms of this Agreement prior to the date of the request.
- 3.4 The Parties agree that a maximum of one extension to the Substantial Implementation Target Date may be authorised by the Council in accordance with this Agreement.
- 3.5 The Council's decision in relation to any extension to the Substantial Implementation Target Date shall be final.
- 3.6 The Owner shall inform the Council when vacant possession has been achieved and in accordance with clause 4.1 when Implementation is expected to take place.
- 3.7 The Owner in compliance with sub-paragraph 2.2 above, is required to provide to the Council all evidence reasonably requested to demonstrate that Substantial Implementation has taken place.

- 3.8 No later than 5 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 3.9 Following the Owner's notification pursuant to paragraph 2.2 of this schedule the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 3.10 No later than 20 Working Days after the Council receives:
- (a) notice pursuant to paragraph 2.2 of this schedule 4; or
 - (b) if the Council makes a request under paragraph 3.8 of this schedule 4, the additional documentary evidence,
- the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 3.11 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 3 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 3.12 of this schedule 4 that the Substantial Implementation has been achieved.
- 3.12 The Owner shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Owner pursuant to paragraph 3.12 of this schedule 4 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date in which case the Owner shall have no further liability in respect of this schedule;
- (b) the Council has notified the Owner pursuant to paragraph 5.4 of this schedule 4 that no Additional Affordable Housing Units are required; or
- (c) if the Council notifies the Owner pursuant to paragraph 5.4 of this schedule 4 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraphs 5.4 or 5.5 of this schedule 4.

4. **AFFORDABLE HOUSING SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 3.10 of this schedule 4):

- (a) the Owner shall submit the following information to the Council no later than 30 Working Days after the date on which the Owner is notified pursuant to paragraph 3.12 that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 1a and Formula 2;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided;

- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
 - (iv) the sum of £5,000 to cover the Council's costs of assessing the Development Viability Information; and
- (b) paragraphs 5 and 6 of this schedule 4 shall apply.

5. **AFFORDABLE HOUSING ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 5.1 The Council shall assess the information submitted pursuant to paragraph 4 of this schedule 4 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 5.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 4 of this schedule 4.
- 5.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.
- 5.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 4 and 5.3 of this schedule 4, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

5.5 Where the Council concludes based on the results of Formula 2 that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 5.4 of this schedule 4.

5.6 If the Council's assessment pursuant to paragraph 5.4 of this schedule 4 concludes that:

- (a) a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2; or
- (c) a surplus profit arises following the application of Formula 1a but it is not appropriate to provide Additional Affordable Housing Units pursuant to Formula 2,

then in either scenario the Owner shall pay any such surplus profit for any incomplete or not provided Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

6. **DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

6.1 Where it is determined pursuant to paragraph 5.4 of this schedule 4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy the Market Housing Units unless and until it has:

- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation in accordance with paragraph 2 of this schedule 4; and

(b) paid any remaining surplus profit pursuant to paragraph 5.6 of this schedule 4 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

6.2 The Parties agree that the terms of paragraph 2 of this schedule 4 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

7. PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2.

8. MONITORING

8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

8.2 The Parties acknowledge and agree that as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraphs 5.4 or 5.5 of this schedule 4 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 5.4 of this schedule 4 the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

(a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

(b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

(c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 5.6 of this schedule 4.

ANNEXURE TO SCHEDULE 4

FORMULA 1a (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P.$$

Where:

A = Estimated GDV (£);

$$B = A \div (C + 1);$$

C = Percentage change in the Land Registry House Price Index for new build properties for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%);

D = Estimated Build Costs (£);

$$E = D \div (F + 1);$$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%);

$$P = (A - B) * Y;$$

Y = []%, being developer profit as a percentage of GDV for the private residential component and the Commercial Floorspace as determined as part of the review (%).

Notes:

(A - B) represents the change in GDV of the private residential component and the Commercial Floorspace of the development from the date of planning permission to the date of review.

(D - E) represents the change in build costs of the private residential component and the Commercial Floorspace from the date of the planning permission to the date of the review.

FORMULA 2 (Additional affordable housing)

X = Additional London Affordable Rented Housing requirement (Habitable Rooms).

$$X = ((E * F) \div (A - B)) \div D.$$

Y = Additional Intermediate Rented Housing requirement (Habitable Rooms).

$$Y = ((E * G) \div (A - C)) \div D.$$

Where:

A = Average Market Housing Value (£ per m²);

B = Average Low Cost Rent Housing Value (£ per m²);

C = Average Intermediate Rented Housing Value (£ per m²);

D = Average Habitable Room size for the Development being [TBC*] m²;

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1a (£);

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (%);

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%);

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of London Affordable Rented Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of Intermediate Rented Housing per m² (£).

(E * F) represents the surplus profit to be used for London Affordable Rented Housing (£).

(E * G) represents the surplus profit to be used for Intermediate Rented Housing (£).

$(E * F) \div (A - B)$ represents the additional London Affordable Rented Housing requirement (m^2).

$(E * G) \div (A - C)$ represents the additional Intermediate Rented Housing requirement (m^2).

SCHEDULE 5

OPERATION

The Owner hereby covenants with the Council as follows:

1. ACCESSWAY

1.1 Subject to paragraph 1.2 of this schedule, at all times following the Occupation of the Development the Owner shall comply with the approved Landscape Management Plan as approved by the Council from time to time and in the event of non-compliance with this paragraph as soon as reasonably practicable to take any steps required by the Council to remedy such non-compliance and ALWAYS PROVIDED the Accessway shall in perpetuity:

- (a) remain open and accessible to members of the public;
- (b) not be gated blocked or prevent from accessing through the actions of the Owner or agents thereof; and
- (c) be lit in accordance with the approved lighting strategy and pathway be maintained free from hindrance or obstruction for members of the public.

1.2 Should temporary closure or obstruct the Accessway be necessary then the Owner must seek the Council's prior written approval offering:

- (a) the reason for the closure and / or obstruction;
- (b) the period of temporary closure or obstruction; and,
- (c) how the Owner expects to manage access by members of the Public during the period of closure and / or obstruction.

and only thereafter the Accessway may the Accessway from time to time be temporarily closed by the Owner with the strict expectation of the occasional temporary closure (not exceeding one day's length at any time in any calendar year) to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

1.3 For the avoidance of doubt the Owner must not close the Accessway at any time to members of the public without prior written approval of the Council.

2. **AFFORDABLE WORKSPACE PLAN and AFFORDABLE WORKSPACE AND LIGHT INDUSTRIAL FLOORSACE MARKETING PLAN**

2.1 On or prior to the Implementation Date to submit to the Council for approval the Affordable Workspace Plan.

2.2 Not to Implement nor permit Implementation until such time as the Council has approved in writing the Affordable Workspace Plan.

2.1 As soon as reasonably practicable after the Implementation Date the Owner shall commence all works of construction and fitting out necessary to make the Affordable Workspace suitable for Occupation in accordance with the Affordable Workspace Plan.

2.3 No less than nine months prior to the proposed date of Occupation of the Affordable Workspace to submit to the Council for approval the Affordable Workspace and Light Industrial Floorspace Marketing Plan.

2.4 Following the approval of the Affordable Workspace and Light Industrial Floorspace Marketing Plan the Owner shall market the Affordable Workspace and the Light Industrial Floorspace in accordance with the Affordable Workspace and Light Industrial Floorspace Marketing Plan.

2.5 The Owner shall not Occupy or permit Occupation of the Light Industrial Floorspace (inclusive of the Affordable Workspace) until the Council has confirmed in writing that:

(a) the Affordable Workspace and Light Industrial Floorspace Marketing Plan has been approved; and

(b) the Affordable Workspace has been laid out, constructed and fitted out in accordance with the Affordable Workspace Plan.

(c) that none of the Market Housing Units in the Development have been Occupied.

2.6 Following the date on which the Affordable Workspace is in Occupation the Owner shall ensure that the Affordable Workspace is managed at all times in strict accordance with the Affordable Workspace Plan as approved by the Council. In the event the Council identifies any material non-compliance with the Affordable Workspace Plan it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the Light Industrial Workspace shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

2.7 The Owner shall:

- (a) operate the Affordable Workspace in accordance with the Affordable Workspace Plan;
- (b) market any vacancies that may arise following Occupation of the Affordable Workspace in accordance with the Affordable Workspace and Light Industrial Floorspace Marketing Plan;
- (c) retain the Affordable Workspace for 10 years following Occupation at a reduced rental rate of 60% of the annual market rental rates being charged for comparable spaces within the local area of the Development; and
- (d) submit information to the Council on an annual basis for the first five years following Occupation (and thereafter at such other times as the Council reasonably requests in writing) specifying the floor area and extent of floorspace (shown on an appropriate plan) along with details of the rental levels paid and the individual tenants Occupying the Affordable Workspace during the preceding 12-month period.

3. AGENT OF CHANGE DWELLINGS

3.1 The Owner shall ensure that each of the Residential Units incorporates noise mitigation measures into their fabric which, if properly utilised, should ensure that noise levels within the Residential Units remain below Requisite Levels (provided always that windows and doors are kept closed);

3.2 The Owner shall inform each occupier or potential occupier (which for the purpose of this paragraph only will include anyone taking an interest by way of a lease):

(a) of the soundproofing, noise and vibration mitigation measures that have been incorporated into the fabric of the Residential Units and the actions that should be taken by the occupier themselves;

(b) that the Residential Units are situated in an urban environment with particular noise conditions/characteristics as a result of neighbouring noise generating sources, including nearby existing cultural and night time entertainment venues, railway lines and other noise sources and that if windows and doors are left open or occupiers are on their balconies or outside they may suffer noise disturbance from time to time; and

(c) that if they wish to avoid such noise disturbance the noise mitigation measures incorporated within the fabric of the Residential Units should be utilised.

3.3 The Owner shall not take any action which would result in the removal of the noise mitigations measures incorporated within the fabric of the Residential Units during the lifetime of the Residential Units and shall not make any application pursuant to sections 73 or 96A of the Act to amend any relevant provisions of the Planning Permission securing the noise mitigation measures unless the amendments improve or do not make any worse the performance of the noise mitigation measures.

3.4 Prior to Occupation the Owner to establish a mechanism for the dissemination of information to and responding to concerns from Neighbouring Properties in relation to future uses and on-going Occupation at the Development.

4. CARBON OFFSET CONTRIBUTION

4.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution in full.

- 4.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution in full.

5. FIRE EVACUATION STRATEGY

- 5.1 On or prior to the Implementation Date to provide to the Council for approval the Fire Evacuation Strategy including the plans for fire evacuation lift installation for each building in the Development.
- 5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Fire Evacuation Strategy as demonstrated by written notice to that effect.

6. LANDSCAPE MANAGEMENT PLAN

- 6.1 On or prior to the Implementation Date to submit to the Council for approval the Landscape Management Plan.
- 6.2 Not to Occupy or permit Occupation of the Development until a satisfactory post completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Landscape Management Plan as approved by the Council have been incorporated into the Development.
- 6.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Landscape Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Landscape Management Plan.

7. OVERHEATING STRATEGY

- 7.1 On or prior to the Implementation Date to submit to the Council for approval the Overheating Strategy.
- 7.2 Not to Implement or permit Implement of the Development until the Overheating Strategy has been submitted to and approved by the Council in writing AND

that the measures incorporated in the Overheating Strategy as approved by the Council have been incorporated into final designs of the Development.

- 7.3 Not to Occupy or permit Occupation of the Development until a satisfactory post completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Overheating Strategy as approved by the Council have been incorporated into the Development.
- 7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Overheating Strategy as approved by the Council from time to time for the lifetime of the Development.

8. PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

- 8.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.
- 8.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

9. PUBLIC OPEN SPACE CONTRIBUTION

- 9.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.
- 9.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

SCHEDULE 6

EMPLOYMENT AND TRAINING

The Owner hereby covenants with the Council as follows:

1. **EMPLOYMENT AND TRAINING PLAN**

1.1 On or prior to the Implementation Date to:

- (a) submit to the Council for approval the Employment and Training Plan;
- (b) pay to the Council the Employment and Training Contribution in full; and
- (c) pay the Construction Apprentice Support Contribution in full.

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

- (a) approved the Employment and Training Plan as demonstrated by written notice to that effect;
- (b) received the Employment and Training Contribution in full; and
- (c) received the Construction Apprentice Support Contribution in full.

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

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

2. LOCAL EMPLOYMENT

During Construction Phase

- 2.1 The Owner shall work in partnership with (A) the King's Cross Construction Centre; and (B) take the following specific measures during the Construction Phase to ensure:
- (a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
 - (b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
 - (c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - (d) advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
 - (e) that the King's Cross Construction Centre is supplied with a full labour programme for the duration of the Construction Phase (with six-monthly updates) demonstrating:
 - (i) what skills and employment are needed through the Construction Phase; and
 - (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
 - (f) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

- 2.2 Subject to paragraph 2.5 of this Schedule, the Owner shall ensure that at all times during the Construction Phase no less than twenty seven (27) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:
- (a) recruited through the Kings Cross Construction Centre;
 - (b) employed for a period of not less than 52 weeks; paid at a rate not less than the London Living Wage rate; and
 - (c) the Construction Apprentice Support Contribution (based on each individual apprentice placement) has been paid in full.
- 2.3 The Owner shall ensure that during the Construction Phase no less than thirty seven (37) work placements and/or work experience opportunities are provided at the Development.
- 2.4 Notwithstanding the provisions in paragraphs 2.2 and 2.3 (above) of this Schedule, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.
- 2.5 If the Owner is unable to provide the apprentices in accordance with paragraph 2.2 of this schedule for reasons demonstrated to the satisfaction of the Council it shall:
- (a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual construction apprentice placement not provided; and
 - (b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution has been paid in full.

Post Completion of the Development

- 2.6 Prior to Occupation of the Development the Owner shall broker a meeting between the end user(s) of the Affordable Workspace and the managers of the Council's Economic Development Local Procurement Team (or any successor department) to discuss employment and skills objectives and agree the specific

steps that will be taken to give effect to the Employment and Training Plan and bring forward the End Use Apprenticeships and work placements/work experience opportunities to be provided each year for the first ten years following first Occupation of the Development.

2.7 The Owner shall ensure that following the Occupation Date, no less than the 3 (three) End Use Apprenticeships (agreed with the Council pursuant to paragraph 2.6 of this schedule 6) shall be employed at the Development each year for the first ten years following the Occupation Date and always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the London Living Wage;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

2.8 The Owner shall ensure that following the Occupation Date, no less than 5 (five) work placements and/or work experience opportunities of no less than 2 weeks long (agreed with the Council pursuant to paragraph 2.6 of this schedule 6) are provided at the Development to schools within the London Borough of Camden each year for the first ten years following first Occupation of the Development.

3. **LOCAL PROCUREMENT**

3.1 Prior to Implementation to agree a programme to, during the Construction Phase, provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.

3.2 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.

- 3.3 To ensure delivery of a minimum of one supplier capacity building workshop or "*Meet the Buyer*" event to support small and medium enterprises within the London Borough of Camden to tender for the construction contracts in relation to the Development to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events.
- 3.4 To ensure that throughout the Construction Phase 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.
- 3.5 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.

SCHEDULE 7
ENERGY AND SUSTAINABILITY

The Owner hereby covenants with the Council as follows:

1. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 1.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan relating to the Development.
- 1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan for the Development as demonstrated by written notice to that effect.
- 1.3 Not to Occupy or permit Occupation of the Development 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 Development.
- 1.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

2. SUSTAINABILITY PLAN

- 2.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan for the Development as demonstrated by written notice to that effect.

- 2.3 If the target under the Sustainability Plan to achieve 40% of the credits in Materials categories cannot reasonably be achieved then, prior to Implementation, the Owner shall provide to the Council for approval evidence to demonstrate why those credits cannot reasonably be achieved in relation to the Development and following approval of that evidence the target under the Sustainability Plan to achieve 40% of the credits in Materials categories shall be read as a target to achieve 28.5% of the credits in Materials categories. If the Council considers that the evidence does not show that 40% Materials credits cannot reasonably be achieved in relation to the Development it shall provide the Owner with written reasons as to why the evidence is not accepted and the Owner shall submit such further evidence as is reasonably required.
- 2.4 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Development.
- 2.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development or any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

SCHEDULE 8
TRANSPORT AND HIGHWAYS

The Owner hereby covenants with the Council as follows:

1. BASEMENT APPROVAL IN PRINCIPLE

1.1 On or prior to the Implementation Date to:

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

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

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

2. CAR FREE

2.1 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, in association with their Occupation of the Development:

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

2.2 Not to Occupy or use (or permit the Occupation or use of) any 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 in association with their Occupation of the Development or is permitted to park, in association with their Occupation of the Development, 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).

- 2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in paragraphs 2.1 and 2.2 of this schedule shall continue to have effect in perpetuity.
- 2.4 On or prior to the Occupation Date of the Development 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 paragraphs 2.1 and 2.2 of this schedule.
- 2.5 To ensure that prior to occupying any Residential Unit (being part of the Development) 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:
 - (a) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (b) buy a contract to park within any car park owned or controlled by the Council.
- 2.6 Not to Occupy or use (or permit the Occupation or use of) any Residential Unit (being part of the Development) at any time during which the occupier of the Residential Unit 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, or controlled 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).

- 2.7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in paragraphs 2.5 and 2.6 of this schedule shall continue to have effect in perpetuity.
- 2.8 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Residential Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Residential Units that in the Owner's opinion are affected by the Owner's obligation in paragraphs 2.5 and 2.6 of this schedule.

3. HIGHWAYS WORKS

- 3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 3.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 3.3 The Council shall work with the Owner to agree a programme for the delivery of the Highways Works as soon as reasonably practicable and shall use reasonable endeavours to deliver the Highways Works prior to Occupation of the Development however non-delivery of the Highway Works by the Council shall not prevent Occupation of any part of the Development.
- 3.4 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.
- 3.5 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.
- 3.6 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. DELIVERY AND SERVICING PLAN

- 4.1 Six months prior to the Occupation of the Development to submit to the Council for approval the Delivery and Servicing Plan for the Development.
- 4.2 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the Delivery and Servicing Plan for the Development as demonstrated by written notice to that effect.
- 4.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Delivery and Servicing Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Delivery and Servicing Plan.

5. TRAVEL PLANS

- 5.1 On or prior to the Implementation Date to pay to the Council the Local Level Travel Plan Review Fee and Strategic Level Travel Plan Review Fee.
- 5.2 Six months prior to the Occupation Date to submit to the Council the Travel Plans for approval.
- 5.3 Not to Occupy or permit Occupation of any part of the Development until such time as:
 - (a) the Council has approved the Travel Plans as demonstrated by written notice to that effect; and
 - (b) the Council has received the Local Level Travel Plan Review Fee and Strategic Level Travel Plan Review Fee in full.
- 5.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with either of the Travel Plans as approved by the Council from time to time and

shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of each of the Travel Plans.

SCHEDULE 9
CONSTRUCTION MANAGEMENT PLAN
Pro Forma

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/about-construction-management-plans>

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.

SCHEDULE 10

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of Section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Section 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of

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

2. **MAIN REQUIREMENTS OF THE CODE**

2.1 *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:

(a) *Actions & Responsibilities of Main Contractor*

- (i) 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.
- (ii) 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.
- (iii) 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:
 - (A) all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;

- (B) 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;
- (C) 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).

- (iv) 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 (b) below and ensure cooperation is agreed as a prerequisite to accepting subcontract tenders.
- (v) The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
- (vi) The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses in accessing their supply chain in respect of the Construction Phase.

(b) *Actions And Responsibilities of Sub-Contractors*

- (i) 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).

- (ii) 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:
 - (A) 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;
 - (B) 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.

2.2 POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

(a) *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.

(b) *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.

SCHEDULE 11
THE TRAVEL PLANS

Part 1

Components of the Travel Plan

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

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

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

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

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

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

1. PUBLIC TRANSPORT AND WALKING

- 1.1 Review the public transport needs of occupiers and visitors and consider enhancements to the scheduled London Bus network.
- 1.2 Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk / www.nationalrail.co.uk).
- 1.3 Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development.

- 1.4 Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors.

2. **TAXIS AND MINICABS**

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

3. **TRAFFIC RESTRAINT**

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

4. **ON-STREET PARKING CONTROLS**

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

5. **CYCLING**

Secure and well-lit workplace cycle parking must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out.

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

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

6. FACILITIES FOR GOODS MOVEMENT AND SERVICING

A Delivery and Servicing Plan for the site must seek to:

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

Part 2

Review and Monitoring of the Travel Plan

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

1. REVIEW THE PROPERTY'S TRANSPORT ACCESSIBILITY

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

2. CONSULTATION WITH OCCUPIERS

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

3. USER CONSULTATION AND TRAVEL SURVEYS

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

4. IMPLEMENTATION

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

5. MONITOR AND REVIEW

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

SCHEDULE 12

BURLAND CATEGORY OF DAMAGE

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Figure 11 Camden Planning Guidance, Basements 2018.