

DATED 25 NOVEMBER 2019

(1) ALMAX GROUP DEVELOPMENTS LTD

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

**Land Adjacent to 1 St John's Wood Park London NW8 6QS
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; and
Section 1(1) of the Localism Act 2011**

**Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**G:\case files\culture & env\planning\s106 Agreements (2018/4763/P)
CLS/COM/1800.344
s106 v4**

THIS AGREEMENT is made the 25th day of November 2019

BETWEEN:

- A. **ALMAX GROUP DEVELOPMENTS LTD** (Co. Regn. No. 11214746) of 20-22 Wenlock Road, London N1 7GU (hereinafter called "the Owner") of the first part
- B. **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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL953938 and NGL698472.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 15 October 2018 and the Council resolved to grant permission conditionally under reference number 2018/4763/P subject to the conclusion of this legal Agreement.
- 1.4 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.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework (2019) (as amended)) and successor documents
2.3	"the Affordable Housing Contribution"	the sum of £845,000 (eight hundred and forty-five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the Borough
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"Approved Strategic Partners"	means an entity listed on the approved strategic provider list approved periodically by the Council and published on the Council's website comprising Registered Providers that provide and manage Affordable Housing within the London Borough of Camden in accordance with the Council's objectives for Affordable Housing and who are interested in acquiring new and/or existing stock within the borough ;
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Construction Apprentice Default Contribution"	the sum of £7,000 to be paid by the Owner to the Council in lieu of construction apprentice provision

2.8	"the Construction Apprentice Support Contribution"	The sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support recruitment and training of apprentices
2.9	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to the Council giving details of the relevant environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and off-set the potential or likely effects and impacts arising from the demolition of any existing buildings or structures on the Property and the building out of the Development; (b) amelioration and monitoring effects on the health and amenity of local residents site construction workers local businesses and adjoining developments undergoing construction; (c) 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

		<p>normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste;</p> <p>(e) the inclusion of measures to secure the restriction of HGV movement to and from the site to within the hours of 9:30 to 15:00 Monday to Friday during the Council's school term time, 9:30 to 16:30 Monday to Friday out of term time and 8 till 13:00 Saturdays and to fully restrict movement on Sundays and Bank Holidays unless agreed with the Council in writing in advance of those Sundays or Bank Holidays ; and</p> <p>(f) identifying the means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.10	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,564.50 (seven thousand five hundred and sixty four pounds fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the review and approval of the draft Construction Management Plan along with the verification of the required operation of the approved Construction Management Plan during the Construction Phase
2.11	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>
2.12	"Construction Working Group"	a working group to be convened in accordance with the requirements of clause 4.3.5 of this Agreement being a

		body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to the works associated with the Construction Phase so as to minimise unreasonable disruption damage to amenity and environmental effects on the local community arising from the construction of the Development so far as reasonably practicable
2.13	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.14	"Deferred Affordable Housing Contribution"	the sum of £80,037.62 (eighty thousand and thirty seven pounds sixty two pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.15	"Deficit"	a figure of zero or a negative figure produced from the Post Construction Viability Assessment by taking the residual land value and deducting from it the Site Value Benchmark
2.16	"the Development"	<p>redevelopment of former garage site to form 6 storey (plus basement) residential block containing 9no. units (3 x 4 bed duplexes, 3 x 3 bed flats, 3 x 2 bed flats) (Use Class C3), with associated amenity space, cycle store, plant, and waste storage as shown (unless otherwise agreed with the Council) on the site location plan and drawing numbers:-</p> <p>MLUK 673): A P XX 0100 R01; A P XX 0110; A P XX 0310; A P XX 0120 R01; A P XX 0320 R02; A P XX 1199; A P XX 1200 R02; A P XX 1201 R02; A P XX 1202 R01; A P XX 1203 R01; A P XX 1204 R01; A P XX 1205 R01; A P XX 1206 R01; A P XX 2200 R02; A P XX 2201 R02; A P XX</p>

		<p>3200 R03; A P XX 3201 R03; A P XX 3800 R02; A P XX 3801 R01; A P XX 3802; A P XX 3803 R02; A P XX 4000 R02; A P XX 4001; A P XX 4110 R02; A P XX 4120 R02; A P XX 4129 R01; A P XX 4130 R02; A P XX 4131 R02; A P XX 4132 R01; A P XX 4135 R01; A P XX 4136 R01; A P XX 5000 R01; A P XX 5001 R01; A P XX 5002; A P XX 5003 R01; A P XX 5004 R01; A P XX 5005 R01; A P XX 5006 R01; A P XX 5007 R01; A P XX 5010 R01.</p> <p>and as set out in the following documents which form part of the Planning Application:</p> <p>Planning Addendum - Cycle Revision (unnumbered); Noise Assessment Statement of Conformity Ref: P18-492-L01 by Hepworth Acoustics dated 22/01/2019; Daylight and Sunlight Statement of Conformity Ref:13025 by GIA dated 21/01/2019; Townscape Assessment Addendum V2 received 24/01/2019; Planning Addendum (unnumbered) dated January 2019; Basement Impact Assessment Version 1.0 by Ridge dated 11/01/2019; Basic/Screening Air Quality Assessment Ref: WIE15480-100-R-1-2-1 by Waterman Infrastructure & Environmental Ltd dated January 2019; Design and Access Statement Ref: MLUK-673-23-01 dated October 2018; Noise Assessment Ref:P18-492-R01 by Hepworth Acoustics dated October 2018; Financial Viability Assessment by Grimshaw Consulting Ltd dated October 2018; Affordable Housing Statement by Grimshaw Consulting Ltd dated 10/10/2018; Planning Statement (unnumbered) received 15/10/2018; Daylight and Sunlight Overshadowing Assessment Ref:13025 by GIA dated 28/09/2018; Energy and Sustainability Statement Rev.A by Ridge dated 01/10/2018; Daylight and Sunlight Report Ref:13025 by GIA dated 01/10/2018; Transport Statement by Ridge dated 01/10/2018; Townscape Assessment dated October 2018.</p>
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2.17	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.6 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; b) to ensure Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related vacancies c) to ensure the relevant provision of one construction apprentice (as notified to the Council prior to the Implementation Date); d) make provision during the Construction Phase for no less than one work placement; e) commit to following the Local Procurement Code
2.18	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) the incorporation of the measures set out in the Energy and Sustainability Statement, prepared by Ridge and Partners LLP and dated 26 September 2018, or an alternate Energy & Sustainability Statement, also demonstrating compliance with the requirements of

		<p>Camden Policy CC1 and which has been approved by the Council in writing.</p> <p>(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <ul style="list-style-type: none"> - a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant; <p>(d) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been</p>
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		<p>achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.19	"the Highways Contribution"	<p>the sum of £4,810 (four thousand eight hundred and ten 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> a) to remove the vehicular crossover adjacent to the Property that will become redundant following the Development; b) to repair any damage to the public highway in the vicinity of the Property that occurs as a result of carrying out the Development; c) any other works the Council (acting reasonably) requires as a direct result of the Development <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers' works and <u>excludes any statutory undertaker's costs</u></p>
2.20	"the Implementation Date"	the date of implementation of the Development by the

		carrying out of a material operation as defined in Section 56 of the Act other than (for the purposes of this Deed and for no other purpose) Preparatory Operations and references to "Implementation" and "Implement" shall be construed accordingly
2.21	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.22	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.23	"Local Procurement Code"	the code annexed to the Second Schedule hereto
2.24	"London Affordable Rented Housing"	<p>a tenure of Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market in perpetuity such that homes provided:-</p> <p>a) meet the following weekly rent benchmarks (exclusive of service charge) £155.13 per week for 1-bedroom units £164.24 per week for 2-bedroom units, £173.37 per week for 3-bedroom units and £182.49 for 4-bedroom units as set out at Table 1 of the Mayor of London's "Homes for Londoners; Affordable Homes Programme 2016-2021" as updated from time to time;</p> <p>b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;</p>

		<p>c) are consistent with the requirements set out for Social Rented Housing in the National Planning Policy Framework</p> <p>d) are consistent with the information in relation to Social Rented Housing set out in Camden's Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and its successor policies and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and</p> <p>e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of London Affordable Rented Housing Units within the Development;</p>
2.25	"Market Housing Units"	Residential Units which for clarity and the avoidance of doubt are not "Off-Site Affordable Housing Units"
2.26	"Occupation Date"	the date when any part of the Development is occupied in accordance with the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.27	"the Off-Site Affordable Housing Units"	<p>means two (2) Residential Units located at:</p> <p>a) Flat 4, Faversham House, London NW1 0LA; and</p> <p>b) Flat 59 Broadfield, Broadhurst Gardens, London NW6 3BN</p>

		<p>to be provided as Affordable Housing in connection with the Development in accordance with the provisions of this Agreement (as applicable) the use of such units to be secured as London Affordable Rented Housing in perpetuity and so that in their totality they meet the following requirements (unless otherwise agreed by the Council in accordance with the requirements of this Agreement)</p> <p>a) all units to be delivered in a good state of cleanliness and repair suitable for letting and for use and secured as London Affordable Rented Housing in accordance with a specification approved by the Council and a Registered Provider drawn from the Council's list of Approved Strategic Partners</p> <p>b) all units to be offered on long leases (with an unexpired term of 80 years or more) and to be delivered in vacant possession</p> <p>c) the lease of each unit to be assigned to a Registered Provider drawn from the Council's list of Approved Strategic Partners</p>
2.28	"the Original Viability Assessment"	the financial viability assessment commissioned by the Owner and produced and submitted on the Owner's behalf by Grimshaw Consulting Limited in October 2018 which formed part of the consideration of the Planning Application
2.29	"the Parties"	means the Council and the Owner
2.30	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 15 October 2018 for which a resolution to grant permission

		has been passed conditionally under reference number 2018/4763/P subject to conclusion of this Agreement
2.31	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.32	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.33	"the Post Construction Viability Assessment"	<p>an open book assessment to be carried out by the Owner in respect of the entire Development and submitted to the Council in accordance with the terms of this Agreement such assessment to determine whether the residual land value exceeds the Site Value Benchmark after applying the same percentage developer's return of profit as provided within the Original Viability Assessment, such assessments shall include (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) a copy of the Original Viability Assessment; b) receipted invoices; certified costs; certified copies of sales contracts; evidence of revenue from any lettings; and best estimates of costs yet to be incurred and value of any unsold and unlet space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development; c) a solicitors certification confirming that as far as the solicitors are aware the sales and lettings of Market Housing Units were arm's length third party bona fide transactions and not as far as the solicitors are aware:-

		<p>i) designed to reduce the revenue received from sales of the Market Housing Units;</p> <p>ii) transactions between the Owner and subsidiary companies of the Owner;</p> <p>iii) transactions between the Owner and its employees; or</p> <p>iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;</p> <p>d) payment of the Council's reasonable costs (amounting to no more than £5,000) in verifying the material contained within the assessment; and</p> <p>e) any further information the Council acting reasonably requires</p>
2.34	"Preparatory Operations"	means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
2.35	"the Property"	the land known as "Land Adjacent to 1 St John's Wood Park London NW8 6QS" the same as shown outlined in red on the plan annexed hereto to this Agreement
2.36	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense in the near vicinity of the Development
2.37	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator

2.38	"Regulator"	means Homes England and any successor organisation
2.39	"Residential Units"	the residential dwellings to be provided within and as part of the Development
2.40	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.41	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.42	"Site Value Benchmark"	The sum of £3,561,500 (three million five hundred and sixty-one thousand five hundred pounds)
2.43	"Surplus"	a positive figure produced from a Post Construction Viability Assessment by taking the residual land value and deducting from it the Site Value Benchmark
2.44	"the Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the Energy and Sustainability Statement, prepared by Ridge and Partners LLP and dated 26 September 2018, which forms part of the Planning Application and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);</p> <p>(b) achieve a maximum internal water use of 105</p>

		<p>litres/person/day, allowing 5 litres/person/day for external water use;</p> <p>(c) include a review prior to the Implementation Date by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within the relevant policies in the Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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3. NOW THIS DEED WITNESSETH as follows:-

- 3.1** This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in

pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the later of: i) the date that Planning Permission is provided and ii) the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission (as attached to this Agreement) on the date hereof.
- 3.7 The Owner save where the context states otherwise shall in accordance with section 106 of the Act include its successors in title and in the case of the Council shall include any authority which shall replace the Council through the relevant receipt of a transfer of the Council's functions.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

- 3.9 Save for those relevant obligations within clause 4.1, this Agreement shall not be enforceable against i) owner-occupiers or tenants of Residential Units constructed pursuant to the Planning Permission nor against those deriving title from them or ii) statutory undertakers providing services within and to the Development

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to Occupying any Residential Unit forming part of the Development each new Occupier of a Residential Unit is informed by the Owner of the Council's policy that they shall not from the date of their Occupation be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

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

- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit forming 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, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

- 4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Residential Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Residential Units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to:-

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

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

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

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

- 4.2.4 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 (acting reasonably) in carrying out the Highway Works.

- 4.2.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 CONSTRUCTION MANAGEMENT PLAN AND CONSTRUCTION WORKING GROUP

- 4.3.1 On or prior to the Implementation Date to:

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

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

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

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

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

4.3.5 During the Construction Phase, the Owner shall at its own expense:

- (a) convene the Construction Working Group from such persons (subject to a maximum of 12 people) as the Council or Owner (in the event that the Council is unable to nominate) shall nominate as having a direct interest in the carrying out of the Development and/or local residents associations, local business or business organisations and local schools;
- (b) procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other

appropriate professional representatives of the Owner) shall be a member of the Construction Working Group and shall attend all meetings of the group;

- (c) appoint a person (the "**Liaison Officer**") responsible for liaising with the Council, residents' groups, local people and businesses and other interested parties about the operation of the Construction Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Construction Working Group all such meetings to take place within easy walking distance of the Property;
- (d) give a minimum of seven days' written notice of each meeting of the Construction Working Group to all members of the Construction Working Group and to provide suitable facilities for the meetings of the Construction Working Group;
- (e) ensure that meetings of the Construction Working Group shall take place every month during the Construction Phase (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Construction Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Construction Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Construction Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and **PROVIDED ALSO** that if the Construction Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Construction Working Group decides;
- (f) ensure that an accurate written minute is kept of each meeting of the Construction Working Group recording the discussions of and any decisions taken by the Construction Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- (g) in the event of the majority of members of the Construction Working Group (having particular regard to the Council's Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the

management of the Construction Phase (each member of the group having one vote on any motion proposed) use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case; and

- (h) provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Construction Working Group written information about any such complaints received and action taken in respect of them).

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

- 4.4.4 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 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.

4.5 SUSTAINABILITY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.5.4 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 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.

4.6 EMPLOYMENT AND TRAINING PLAN

- 4.6.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.6.3 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 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.

4.6.4 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.

4.7 LOCAL EMPLOYMENT

4.7.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre (or such other centre or relevant organisation as may be approved by the Council); and (ii) take the following specific measures during the Construction Phase to ensure:-

- a) 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) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

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

4.7.2 The Owner shall ensure that at all times during the Construction Phase no less than one construction apprentice shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks;
- (iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and
- (iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.7.3 The Owner shall ensure that during the Construction Phase of the Development no less than one work placement or work experience opportunity is provided at the Development.

4.7.4 Notwithstanding the provisions in clauses 4.7.2 and 4.7.3 (above) of this Agreement, 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.

4.7.5 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full

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

4.7.7 If the Owner is unable to provide the apprentice in accordance with Clause 4.7.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of the 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.

4.8 LOCAL PROCUREMENT

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

4.8.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.8.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.9 AFFORDABLE HOUSING

4.9.1 Prior to the Implementation Date the Owner shall negotiate with at least one Registered Provider drawn from the Council's list of Approved Strategic Partners

(and approved by the Council in writing) to seek a tender or other offer to acquire the Off-Site Affordable Housing Units as London Affordable Rented Housing.

- 4.9.2 Not to Implement nor allow Implementation until such time as the Owner has provided the Council with evidence of such negotiations in order to reasonably satisfy the Council that such negotiations have taken place in good faith and in accordance with the terms of this Agreement and shall obtain the Council's prior written approval of the terms of the tender or other offer and the name of the Registered Provider that intends to take on the Off-Site Affordable Housing.
- 4.9.3 If within 28 days of submission of evidence under clause 4.9.2 of this Agreement the Owner receives notice from the Council that in the Council's reasonable opinion it is not satisfied that such negotiations have been adequate or have not been undertaken in good faith the Owner will repeat the steps required under the obligations contained in clause 4.10.1 of this Agreement.
- 4.9.4 If, following the completion of the requirements set out in clauses 4.9.1 to 4.9.3 above, the Owner identifies a Registered Provider (or Registered Providers) drawn from the Council's list of Approved Strategic Partners that agrees to acquire the Off-Site Affordable Housing Units as London Affordable Rented Housing then, prior to the Implementation Date, all the necessary documentation (the **"Off-Site Affordable Housing Documentation"**) shall be prepared to contract to transfer the Off- Site Affordable Housing Units to the relevant Registered Provider(s) and upon issue of the Off- Site Affordable Housing Documentation to the Registered Provider (or Registered Providers) the Owner shall submit a **"Notice of Issue of Contract"** to the Council.
- 4.9.5 If, having prepared and issued the Off-Site Affordable Housing Documentation, the Registered Provider (or Registered Providers) referred to in clause 4.9.4 above does not exchange contracts and take a transfer of the Off-Site Affordable Housing Units within 3 months following the date of submission of the Notice of Issue of Contract then the Owner shall at its own discretion either:
- 4.9.5.1 grant the Registered Provider an extension of time to exchange contracts (the **"Extended Contract Period"**) and to take a transfer of the Off-Site Affordable Housing Units; or

4.9.5.2 pay the Affordable Housing Contribution.

4.9.6 If, following the completion of the requirements set out in clauses 4.9.1 to 4.9.3 above, the Owner fails to identify a Registered Provider drawn from the Council's list of Approved Strategic Partners that agrees to acquire the Off-Site Affordable Housing Units as London Affordable Rented Housing or following the issue of the Off-Site Affordable Housing Documentation to the Registered Provider (or Registered Providers) referred to in clause 4.10.4 above the relevant Registered Provider (or Registered Providers) does not exchange contracts or take a transfer of the Off-Site Affordable Housing Units within 3 months following the date of submission of the Notice of Issue of Contract or within the Extended Contract Period, then the Owner shall provide to the Council any information that it reasonably requires to satisfy itself that the steps in clauses 4.9.1 to 4.9.5 have been fully complied with and the Off-Site Affordable Housing Units are unable to be delivered as London Affordable Rented Housing.

In the event that the Council is satisfied that that the steps in clauses 4.9.1 to 4.9.5 have been fully complied with and the Off-Site Affordable Housing Units are unable to be delivered as London Affordable Rented Housing it shall serve a notice on the Owner ("the Affordable Housing Contribution Notice"), notifying the Owner of this and that the Affordable Housing Contribution shall be paid to the Council. The Owner shall pay the Council the Affordable Housing Contribution within 14 days of receipt of the Affordable Housing Contribution Notice.

Approved Strategic Partner

4.9.7 Not to Occupy the Market Housing Units until either:

- a) the Off-Site Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 80 years;
or
- b) in the event that the Council is satisfied that the Off-Site Affordable Housing Units are not deliverable and cannot be provided, the Affordable Housing Contribution has been paid in full (as confirmed by written notice from the Council to that effect)

4.10 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.10.1 The provisions in this clause 4.10 shall only take effect and be binding on the Owner in the event that the Council is satisfied that the Off Site Affordable Housing Provision cannot be delivered (as confirmed in writing pursuant to clause 4.9.6 above) and, as a result, the Affordable Housing Contribution becomes payable in accordance with clause 4.9.7 above. The Parties agree that notwithstanding the following provisions in this clause 4.10 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.10.2 The Owner shall submit the Post Construction Viability Assessment to the Council for approval in writing either:-

- (a) one year after the date of issue of the Certificate of Practical Completion; or
- (b) at any time after the date of issue of the Certificate of Practical Completion PROVIDED the Owner shall have exchanged on the sale of at least five Market Housing Units but no more than seven Residential Units provides sufficient information to the Council to evidence the same.

4.10.3 Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council as being payable pursuant to Clauses 4.10.5 and 4.10.6 and 4.10.7.

4.10.4 The Owner shall pay the Council its reasonable costs (up to a maximum of £5,000) incurred in verifying the material and information contained within the Post Construction Viability Assessment

4.10.5 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of the Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution.

4.10.6 In the event that the approved Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the

Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution.

4.10.7 In the event that the approved Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.

4.10.8 The Owner shall pay the Viability Certified Sum to the Council within 28 days of the same being agreed or determined in accordance with this Agreement.

4.10.9 In accordance with clause 4.10.6, the total amount of the Viability Certified Sum payable shall not exceed the Deferred Affordable Housing Contribution.

4.10.10 Following payment by the Owner to the Council of the Viability Certified Sum in full, the Owner shall not be required to carry out or submit any further Post Construction Viability Assessment and shall be released from its obligations under this clause 4.11.

4.10.11 The Owner shall not Occupy or permit Occupation of any more than eight Market Housing Units until such time as the Council has confirmed in writing that:

- (i) the Viability Certified Sum is zero; or
- (ii) the Viability Certified Sum has been received in full.

4.10.12 For the purposes of this clause 4.11 the Parties shall operate in accordance with the following procedure (both acting reasonably and promptly):-

- (i) the Owner shall provide no less than 28 days' notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;
- (ii) upon receipt of the Post Construction Viability Assessment the Council will use all reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or

challenge any one or more of the constituent parts of the Post Construction Viability Assessment;

(iii) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.10 of this Agreement;

(iv) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/4763/P the date upon which the Development will be ready for Occupation.

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

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2018/4763/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2018/4763/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Place-shaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2018/4763/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time prior to the Implementation Date this Agreement shall forthwith determine and cease to have effect.

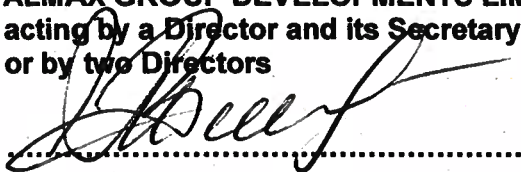
7. RIGHTS OF THIRD PARTIES

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

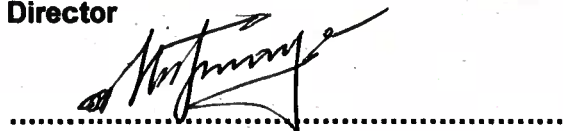
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and
the Owner has executed this instrument as a Deed the day and year first before written

THE COMMON SEAL OF/
EXECUTED AS A DEED BY
ALMAX GROUP DEVELOPMENTS LIMITED
acting by a Director and its Secretary
or by two Directors

)
)
)
)
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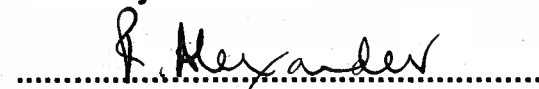
Director



Director/Secretary

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

)
)
)
)



Authorised Signatory



**THE FIRST SCHEDULE
Pro Forma
Construction Management Plan**

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

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

<https://beta.camden.gov.uk/web/guest/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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden community strategies 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 obligations 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 Camden Planning Guidance: Employment Sites and Business Premises (adopted March 2018) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority

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

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement

Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

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

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

Indigo
Aldermay House
10-15 Queen Street
London
EC4N 1TX

Application Ref: 2018/4763/P

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Land adj. to 1 St John's Wood Park
London
NW8 6QS

DECISION
Proposal:

Redevelopment of former garage site to form 6 storey (plus basement) residential block containing 9no. units (3 x 4 bed duplexes, 3 x 3 bed flats, 3 x 2 bed flats) (Use Class C3), with associated amenity space, cycle store, plant, and waste storage.

Drawing Nos: (MLUK 673): A P XX 0100 R01; A P XX 0110; A P XX 0310; A P XX 0120 R01; A P XX 0320 R02; A P XX 1199; A P XX 1200 R02; A P XX 1201 R02; A P XX 1202 R01; A P XX 1203 R01; A P XX 1204 R01; A P XX 1205 R01; A P XX 1206 R01; A P XX 2200 R02; A P XX 2201 R02; A P XX 3200 R03; A P XX 3201 R03; A P XX 3800 R02; A P XX 3801 R01; A P XX 3802; A P XX 3803 R02; A P XX 4000 R02; A P XX 4001; A P XX 4110 R02; A P XX 4120 R02; A P XX 4129 R01; A P XX 4130 R02; A P XX 4131 R02; A P XX 4132 R01; A P XX 4135 R01; A P XX 4136 R01; A P XX 5000 R01; A P XX 5001 R01; A P XX 5002; A P XX 5003 R01; A P XX 5004 R01; A P XX 5005 R01; A P XX 5006 R01; A P XX 5007 R01; A P XX 5010 R01. Planning Addendum - Cycle Revision (unnumbered); Noise Assessment Statement of Conformity Ref: P18-492-L01 by Hepworth Acoustics dated 22/01/2019; Daylight and Sunlight Statement of Conformity Ref:13025 by GIA dated 21/01/2019; Townscape Assessment Addendum V2 received 24/01/2019; Planning Addendum (unnumbered) dated January 2019; Basement Impact Assessment Version 1.0 by Ridge dated 11/01/2019; Basic/Screening Air Quality Assessment Ref: WIE15480-100-R-1-2-1 by Waterman Infrastructure & Environmental Ltd dated January 2019; Design and Access Statement Ref: MLUK-673-23-01 dated October 2018; Noise Assessment Ref:P18-492-R01 by Hepworth Acoustics dated October 2018; Financial Viability Assessment by

Grimshaw Consulting Ltd dated October 2018; Affordable Housing Statement by Grimshaw Consulting Ltd dated 10/10/2018; Planning Statement (unnumbered) received 15/10/2018; Daylight and Sunlight Overshadowing Assessment Ref:13025 by GIA dated 28/09/2018; Energy and Sustainability Statement Rev.A by Ridge dated 01/10/2018; Daylight and Sunlight Report Ref:13025 by GIA dated 01/10/2018; Transport Statement by Ridge dated 01/10/2018; Townscape Assessment dated October 2018.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans (MLUK 673): A P XX 0100 R01; A P XX 0110; A P XX 0310; A P XX 0120 R01; A P XX 0320 R02; A P XX 1199; A P XX 1200 R02; A P XX 1201 R02; A P XX 1202 R01; A P XX 1203 R01; A P XX 1204 R01; A P XX 1205 R01; A P XX 1206 R01; A P XX 2200 R02; A P XX 2201 R02; A P XX 3200 R03; A P XX 3201 R03; A P XX 3800 R02; A P XX 3801 R01; A P XX 3802; A P XX 3803 R02; A P XX 4000 R02; A P XX 4001; A P XX 4110 R02; A P XX 4120 R02; A P XX 4129 R01; A P XX 4130 R02; A P XX 4131 R02; A P XX 4132 R01; A P XX 4135 R01; A P XX 4136 R01; A P XX 5000 R01; A P XX 5001 R01; A P XX 5002; A P XX 5003 R01; A P XX 5004 R01; A P XX 5005 R01; A P XX 5006 R01; A P XX 5007 R01; A P XX 5010 R01. Planning Addendum - Cycle Revision (unnumbered); Noise Assessment Statement of Conformity Ref: P18-492-L01 by Hepworth Acoustics dated 22/01/2019; Daylight and Sunlight Statement of Conformity Ref:13025 by GIA dated 21/01/2019; Townscape Assessment Addendum V2 received 24/01/2019; Planning Addendum (unnumbered) dated January 2019; Basement Impact Assessment Version 1.0 by Ridge dated 11/01/2019; Basic/Screening Air Quality Assessment Ref: WIE15480-100-R-1-2-1 by Waterman Infrastructure & Environmental Ltd dated January 2019; Design and Access Statement Ref: MLUK-673-23-01 dated October 2018; Noise Assessment Ref:P18-492-R01 by Hepworth Acoustics dated October 2018; Financial Viability Assessment by Grimshaw Consulting Ltd dated October 2018; Affordable Housing Statement by Grimshaw Consulting Ltd dated 10/10/2018; Planning Statement (unnumbered) received 15/10/2018; Daylight and Sunlight Overshadowing Assessment Ref:13025 by GIA dated 28/09/2018; Energy and Sustainability

Statement Rev.A by Ridge dated 01/10/2018; Daylight and Sunlight Report Ref:13025 by GIA dated 01/10/2018; Transport Statement by Ridge dated 01/10/2018; Townscape Assessment dated October 2018.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Typical details of new railings at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth.

b) Plan, elevation and section drawings, including 500mm window jambs, head and cill, of all external new window and door openings.

c) Samples and manufacturer's details of all new facing materials.

d) A sample panel of all brickwork shall be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The panel must be constructed at 1:1 scale and be no less than 1m² in size demonstrate the proposed colour, texture, mortar and bond of the brickwork and include a sample of the curved special bricks.

The relevant part of the works shall then be carried in accordance with the approved details

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of Camden Local Plan policy D1.

- 4 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of Camden Local Plan policies D1.

- 5 No flat roofs within the development shall be used as terraces unless marked as such on the approved plans, without the prior express approval in writing of the Local Planning Authority.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy A1 of the Camden Local Plan.

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

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

- 7 The basement shall be constructed in accordance with the details, recommendations, methodologies and mitigation measures in the Basement Impact Assessment Version 1.0 by Ridge dated 11/01/2019, and its supporting documents hereby approved.

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

- 8 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Camden Local Plan policy CC3.

- 9 Prior to commencement of above-ground development, full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy 7.14.

- 10 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the construction phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the construction phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with

the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 11 Internal noise levels in habitable rooms shall comply with BS8233:2014 guidance criteria for indoor ambient noise levels in residential dwellings when they are unoccupied and Table B, Appendix 3: Noise Thresholds of the Local Plan.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental noises sources in accordance with the requirements of policies G1, D1, A1, and A4 of the London Borough of Camden Local Plan 2017.

- 12 Prior to the installation of any items of fixed plant associated with the operation of the development, a noise report shall be submitted to and approved in writing by the local planning authority.

The noise report shall demonstrate that cumulative sound levels from external building services and fixed plant are 10dB or more below the lowest background sound level (15dB if tonal components are present) at the nearest sensitive receptor at any time. The report should reference the proposed noise limits included in the planning application noise report, Table 11: Plant Noise Limits at the Nearest Noise Sensitive Premises.

Reason: To ensure that the amenity of occupiers of the development site / surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policy A4 of the Camden Local Plan 2017.

- 13 Prior to first occupation of the residential units, the refuse and recycling storage areas shall be completed and made available for occupants of that plot.

The development shall not be implemented other than in accordance with such measures as approved. All such measures shall be in place prior to the first occupation of any residential units and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of Camden Local Plan policy CC5.

- 14 Prior to above ground works, the refuse and recycling storage areas shall be completed and made available for occupants of that plot.

The development shall not be implemented other than in accordance with such measures as approved. All such measures shall be in place prior to the first occupation of any residential units and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of Camden Local Plan policy CC5.

- 15 No above ground works shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed tree planting, earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, A5 (if including basement or lightwell) D1 of the London Borough of Camden Local Plan 2017.

- 16 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, & D1 of the London Borough of Camden Local Plan 2017.

- 17 Prior to the commencement of above ground works, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
 - iii. full details of planting species and density

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

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, and A3 of the London Borough of Camden Local Plan 2017.

- 18 The first floor northerly unit (3b, 4p) indicated as such on the plan numbers hereby approved, shall be designed and constructed in accordance with Building Regulations Part M4 (3), with all other units being designed and constructed in accordance with Building Regulations Part M4 (2): evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy C6 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are advised that the Transport Strategy Team should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. tel: 020-7974 5543 for further advice and information.

- 6 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at <https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.
- 7 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

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

Yours faithfully

Supporting Communities Directorate