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~~Draft: 29 October 2020 B&S 29.10.20~~

DATED

30<sup>th</sup> October

2020

**(1) GRANGE ST. MARTINS LIMITED**

**and**

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

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

relating to land known as

**Central St. Martins College of Art & Design, Southampton Row, London WC1B 4AP  
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 and Section 278 of the Highways Act 1980**

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5826

CLS/COM/ESA/1800.1733  
s106 FINAL

THIS AGREEMENT is made the 30th day of October 2020

**BETWEEN:**

- A. **GRANGE ST. MARTINS LIMITED** (Co. Regn. No. 11044662) whose registered office is at 58 Rochester Row, London SW1P 1JU (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 Number NGL883126.
- 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 4 June 2020 and the Council resolved to grant permission conditionally under reference number 2020/2470/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.

- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

## 2. **DEFINITIONS**

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

|     |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 2.1 | "the Act"                                    | the Town and Country Planning Act 1990 (as amended)                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.2 | "Affordable Housing"                         | low-cost housing including, London Affordable Rented Housing and Intermediate Rent 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 and successor documents                                                                                                                                                                         |
| 2.3 | "Affordable Housing Units"                   | the seventeen Intermediate Rent Housing Units and the seventeen London Affordable Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing                                                                                                                                                                                                                                          |
| 2.4 | "the Agreement"                              | this Planning Obligation made pursuant to Section 106 of the Act                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.5 | "Application Viability Assessment"           | means<br>(i) the report and appendices titled A Financial Viability Assessment in relation to Planning Contributions relating to Former Central St Martins College dated May 2020 prepared by Gerald Eve<br>subject to the amendments required by the Council in accordance with<br>(ii) the report and appendices titled Central St Martins Independent Viability Review dated 24 August 2020 prepared for the Council by BPS Chartered Surveyors |
| 2.6 | "Basement Approval in Principle Application" | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure                                                                                  |

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|      |                                               | that the Public Highway is not compromised at any time during the Construction Phase or thereafter and Owner and the construction contractor must liaise with the Council to determine the number of reports required and the total cost of the reports                                                                                                                                                                                                                                                                                                                                                      |
| 2.7  | "Basement Approval in Principle Contribution" | the sum of £1,800 (one thousand eight hundred pounds) per report required to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application                                                                                                                                                                                                                                                                                                                                                                |
| 2.8  | "Bona Fide Hotel Sale or Lease"               | <p>sale or lease of hotel forming part of the Development (not including lettings of individual hotel rooms) that is certified by a solicitor to be an arm's length third party bona fide transaction and not:-</p> <p>(a) designed to reduce the revenue received from the Development or any parts thereof;</p> <p>(b) involving transactions between the Owner and subsidiary companies of the Owner;</p> <p>(c) involving transactions between the Owner and its employees; or</p> <p>(d) involving transactions including deferred consideration coverage or loans or finance deals from the Owner.</p> |
| 2.9  | "the Burland Category of Damage"              | an industry recognised category of structural damage as specified at para 4.29 of Camden Planning Guidance: Basements (as may be amended) and shown in the Fourth Schedule annexed hereto                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.10 | "Business Parking Bay"                        | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated                                                                                                                                                                                                                                                                                                                                                                                                    |

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| 2.11 | "Business Parking Permit"                          | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.12 | "Carbon Offset Contribution"                       | the sum of £1,440,675.00 to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.13 | "the Certificate of Practical Completion"          | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.14 | "the Community Safety Management Plan"             | <p>a plan setting out the measures that the Owner will adopt in to ensure community safety and security within the Development including but not limited to:</p> <ul style="list-style-type: none"> <li>- monitoring of access points within the Development</li> <li>- Theobald's Building achieved 'Secured by Design – Silver' accreditation</li> <li>- the hotel element should be carefully managed via an 'Access and Control' strategy due to the natural permeability and semi-public nature</li> <li>- all staff be given training in identifying victims of 'Child Sexual Exploitation' to be delivered using the 'Operation Makesafe' initiative by The Metropolitan Police or by 'Barnardo's' or any other organisation as agreed in writing by the Council</li> <li>- identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</li> </ul> |
| 2.15 | "the Construction Apprentice Default Contribution" | the sum of £7,000 (seven thousand pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.16 | "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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|      |                                | accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.17 | "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"> <li>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising the building out of the Development</li> <li>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase</li> <li>(c) proposals to ensure there are no adverse effects on the Conservation Area features</li> <li>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction</li> <li>(e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and</li> </ul> |

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|      |                                                                        | <p>businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any)</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>                                                                            |
| 2.18 | "the Construction Management Plan Bond"                                | the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.7 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan or the approved Demolition Management Plan |
| 2.19 | "the Construction Management Plan Implementation Support Contribution" | the sum of £22,816.00 (twenty-two thousand eight hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase                                                                                            |
| 2.20 | "the Construction Phase"                                               | <p>the whole period between</p> <p>(a) the Demolition Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>                                                                                                                                                                                                                                                                                                                                                        |

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|      |                                               | and for the avoidance of doubt includes the demolition of the Existing Buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.21 | "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                                                                                                                                                                                                                                                                                                                            |
| 2.22 | "Deferred Housing Contribution"               | the sum of £4,856,300 (four million eight hundred and fifty six thousand three hundred 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 London Borough of Camden                                                                                                                                                                                                                        |
| 2.23 | "Deficit"                                     | a negative figure or figure of zero produced from the Post-Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £9,460,000 (nine million four hundred and sixty thousand pounds)                                                                                                                                                                                                                                                                                                    |
| 2.24 | "Demolition"                                  | any operations in connection with the demolition of the Existing Buildings and "Demolish" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.25 | "the Demolition Implementation Date"          | the date of commencement of the Demolition by the carrying out of a material operation as defined in Section 56(4)(aa) of the Act and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly                                                                                                                                                                                                                                                                                                     |
| 2.26 | "the Demolition Management Plan"              | a plan setting out the measures that the Owner will adopt in undertaking the Demolition of the Existing Buildings 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):- |

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|      |                                      | <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property;</p> <p>(b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(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 normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of demolition waste; and</p> <p>(e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p> |
| 2.27 | Detailed Basement Construction Plan" | <p>a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Report prepared by A-squared Studio (Ref: 1129-A2S-XX-XX-RP-Y-0002-06) Rev 06 dated 02 September 2020; Ground Movement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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|  |  | <p>Assessment Report prepared by A-Squared Studio (Ref: 1129-A2S-XX-XX-RP-Y-0003-02) Rev 02 dated 14 August 2020 submitted with the Planning Application and to include the following key stages:-</p> <ol style="list-style-type: none"> <li>1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,</li> <li>2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:- <ol style="list-style-type: none"> <li>(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and</li> <li>(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “Slight” with reference to the Burland Category of Damage; and</li> </ol> </li> </ol> |
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|  |  | <p>(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;</p> <p>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</p> <p>(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</p> <p>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> |
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|  |  | <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);</p> <p>(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,</p> <p>(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.</p> <p>3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE</p> |
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|      |                   | <p>APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.</p> <p>6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any proper and reasonable costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p> |
| 2.28 | "the Development" | <p>redevelopment of the site including refurbishment of the Lethaby Building, partial demolition, external alterations,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|  |  | <p>basement excavations and extensions to the existing buildings to form a hotel (Use Class C1), with flexible ground floor and basement uses including retail/restaurant/drinking establishment (Use Class A1/A3/A4), office (Use Class B1), exhibition and lecture halls (Use Class D1/D2/C1). Bar/restaurant spaces (Use Class A3/A4) at first, and upper floor levels with associated roof terrace. Erection of standalone block comprising a cultural use (Use Class D1) at ground and first floor level with affordable residential housing (Use Class C3) above with provision of balconies, terraces and a roof terrace. Re-instatement of former Orange Street, together with highway improvements, public realm, landscaping, cycling parking, waste storage and other associated works. <del>(For consultation purposes only: Red Lion Building is proposed 26m – 49.5m high (15 storeys max.) and Theobalds Road Building is 29.9m (10 storeys max.). 34 affordable housing residential units proposed (comprising: 2 x studios, 11 x 1 beds, 9 x 2 beds, 12 x 3 beds). 427 hotel bedrooms proposed across the Lothaby and Red Lion Buildings) as shown on drawing numbers:-</del></p> <p>Existing Drawings:</p> <p>GSM-ORM-LB-00-DR-A-12100 Rev P02; GSM-ORM-LB-00-DR-A-12105 Rev P02; GSM-ORM-LB-00-DR-A-12800 P02; GSM-ORM-LB-01-DR-A-12101 Rev P02; GSM-ORM-LB-01-DR-A-12801 Rev 02; GSM-ORM-LB-02-DR-A-12102 Rev P02; GSM-ORM-LB-02-DR-A-12802 Rev P02; GSM-ORM-LB-03-DR-A-12103 Rev P02; GSM-ORM-LB-03-DR-A-12803 Rev P02; GSM-ORM-LB-04-DR-A-12104 Rev P02; GSM-ORM-LB-04-DR-A-12804 Rev P02; GSM-ORM-LB-05-DR-A-12805 Rev P02; GSM-ORM-LB-B1-DR-A-12149 Rev P02; GSM-ORM-LB-B1-DR-A-12849 Rev P02; GSM-ORM-LB-BM-DR-A-12139 Rev P02; GSM-ORM-LB-EA-DR-A-12502 Rev P02; GSM-ORM-LB-LG-DR-A-12148 Rev P02; GSM-ORM-LB-LG-DR-A-12848 Rev P02; GSM-ORM-LB-M01-DR-A-12131 Rev P02; GSM-ORM-LB-M01-DR-A-12831 Rev P02; GSM-ORM-LB-NO-</p> |
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|  |  | <p>DR-A-12501 Rev P02; GSM-ORM-LB-RF-DR-A-12106 Rev P02; GSM-ORM-LB-SO-DR-A-12503 Rev P02; GSM-ORM-LB-WE-DR-A-12500 Rev P02; GSM-ORM-LB-ZZ-DR-A-12301 Rev P02; GSM-ORM-LB-ZZ-DR-A-12302 Rev P02; GSM-ORM-LB-ZZ-DR-A-12303 Rev P02; GSM-ORM-LB-ZZ-DR-A-12304 Rev P02; GSM-ORM-LB-ZZ-DR-A-12305 Rev P02; GSM-ORM-LB-ZZ-DR-A-12510 Rev P02; GSM-ORM-LB-ZZ-DR-A-12511 Rev P02; GSM-ORM-LB-ZZ-DR-A-12512 Rev P02; GSM-ORM-LB-ZZ-DR-A-12708 Rev P02; GSM-ORM-LB-ZZ-DR-A-12760 Rev P02; GSM-ORM-LB-ZZ-DR-A-12761 Rev P02; GSM-ORM-LB-ZZ-DR-A-12771 Rev P02; GSM-ORM-LB-ZZ-DR-A-12791 Rev P02; GSM-ORM-ZZ-00-DR-A-12002 Rev P02; GSM-ORM-ZZ-00-DR-A-12100 Rev P02; GSM-ORM-ZZ-01-DR-A-12101 Rev P02; GSM-ORM-ZZ-02-DR-A-12102 Rev P02; GSM-ORM-ZZ-03-DR-A-12103 Rev P02; GSM-ORM-ZZ-04-DR-A-12104 Rev P02; GSM-ORM-ZZ-05-DR-A-12105 Rev P02; GSM-ORM-ZZ-06-DR-A-12106 Rev P02; GSM-ORM-ZZ-07-DR-A-12107 Rev P02; GSM-ORM-ZZ-08-DR-A-12108 Rev P02; GSM-ORM-ZZ-09-DR-A-12109 Rev P02; GSM-ORM-ZZ-10-DR-A-12110 Rev P02; GSM-ORM-ZZ-11-DR-A-12111 Rev P02; GSM-ORM-ZZ-12-DR-A-12112 Rev P02; GSM-ORM-ZZ-13-DR-A-12113 Rev P02; GSM-ORM-ZZ-AA-DR-A-12300 Rev P02; GSM-ORM-ZZ-B1-DR-A-12149 Rev P02; GSM-ORM-ZZ-BB-DR-A-12301 Rev P02; GSM-ORM-ZZ-CC-DR-A-12302 Rev P02; GSM-ORM-ZZ-DD-DR-A-12303 Rev P02; GSM-ORM-ZZ-EA-DR-A-12501 Rev P02; GSM-ORM-ZZ-NO-DR-A-12500 Rev P02; GSM-ORM-ZZ-SO-DR-A-12502 Rev P02; GSM-ORM-ZZ-WE-DR-A-12503 Rev P02.</p> <p>Demolition Drawings:</p> <p>GSM ORM-LB-00-DR-A-12150 Rev P02; GSM-ORM-LB-00-DR-A-12850 Rev P02; GSM-ORM-LB-01-DR-A-12151 Rev P02; GSM-ORM-LB-01-DR-A-12851 Rev P02; GSM-ORM-LB-02-DR-A-12152 Rev P02; GSM-ORM-LB-02-DR-A-12852 Rev P02; GSM-ORM-LB-03-DR-A-12153 Rev</p> |
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|  |  | <p>P02; GSM-ORM-LB-03-DR-A-12853 Rev P02; GSM-ORM-LB-04-DR-A-12154 Rev P02; GSM-ORM-LB-04-DR-A-12854 Rev P02; GSM-ORM-LB-05-DR-A-12155 Rev P02; GSM-ORM-LB-05-DR-A-12855 Rev P02; GSM-ORM-LB-B1-DR-A-12199 Rev P02; GSM-ORM-LB-B1-DR-A-12899 Rev P02; GSM-ORM-LB-BM-DR-A-12189 Rev P02; GSM-ORM-LB-EA-DR-A-12552 Rev P02; GSM-ORM-LB-LG-DR-A-12198 Rev P02; GSM-ORM-LB-LG-DR-A-12898 Rev P02; GSM-ORM-LB-M01-DR-A-12181 Rev P02; GSM-ORM-LB-NO-DR-A-12551 Rev P02; GSM-ORM-LB-RF-DR-A-12156 Rev P02; GSM-ORM-LB-SO-DR-A-12553 Rev P02; GSM-ORM-LB-WE-DR-A-12550 Rev P02; GSM-ORM-LB-ZZ-DR-A-12355 Rev P02; GSM-ORM-LB-ZZ-DR-A-12560 Rev P02; GSM-ORM-LB-ZZ-DR-A-12561 Rev P02; GSM-ORM-LB-ZZ-DR-A-12562 Rev P02; GSM-ORM-LB-ZZ-DR-A-12709 Rev P02; GSM-ORM-LB-ZZ-DR-A-12762 Rev P02; GSM-ORM-LB-ZZ-DR-A-12763 Rev P02; GSM-ORM-LB-ZZ-DR-A-12772 Rev P02; GSM-ORM-LB-ZZ-DR-A-12773 Rev P02; GSM-ORM-LB-ZZ-DR-A-12793 Rev P02; GSM-ORM-ZZ-00-DR-A-12150 Rev P02; GSM-ORM-ZZ-01-DR-A-12151 Rev P02; GSM-ORM-ZZ-02-DR-A-12152 Rev P02; GSM-ORM-ZZ-03-DR-A-12153 Rev P02; GSM-ORM-ZZ-04-DR-A-12154 Rev P02; GSM-ORM-ZZ-05-DR-A-12155 Rev P02; GSM-ORM-ZZ-06-DR-A-12156 Rev P02; GSM-ORM-ZZ-07-DR-A-12157 Rev P02; GSM-ORM-ZZ-08-DR-A-12158 Rev P02; GSM-ORM-ZZ-09-DR-A-12159 Rev P02; GSM-ORM-ZZ-10-DR-A-12160 Rev P02; GSM-ORM-ZZ-11-DR-A-12161 Rev P02; GSM-ORM-ZZ-12-DR-A-12162 Rev P02; GSM-ORM-ZZ-13-DR-A-12163 Rev P02; GSM-ORM-ZZ-B1-DR-A-12199 Rev P02.</p> <p>Proposed Drawings:</p> <p>GSM-ORM-LB-00-DR-A-12200 Rev P02; GSM-ORM-LB-00-DR-A-12700 Rev P02; GSM-ORM-LB-00-DR-A-12701 Rev P02; GSM-ORM-LB-00-DR-A-12702 Rev P02; GSM-ORM-LB-00-DR-A-12703 Rev P02; GSM-ORM-LB-00-DR-</p> |
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|  |  | A-12704 Rev P02; GSM-ORM-LB-00-DR-A-12705 Rev P02; GSM-ORM-LB-00-DR-A-12706 Rev P02; GSM-ORM-LB-02-DR-A-12707_revP02; GSM-ORM-LB-00-DR-A-12900 Rev P02; GSM-ORM-LB-01-DR-A-12201 Rev P02; GSM-ORM-LB-01-DR-A-12901 Rev P02; GSM-ORM-LB-02-DR-A-12202 Rev P02; GSM-ORM-LB-02-DR-A-12902 Rev P02; GSM-ORM-LB-03-DR-A-12203 Rev P02; GSM-ORM-LB-03-DR-A-12903 Rev P02; GSM-ORM-LB-04-DR-A-12204 Rev P02; GSM-ORM-LB-04-DR-A-12723 Rev P01; GSM-ORM-LB-04-DR-A-12726 Rev P01; GSM-ORM-LB-04-DR-A-12904 Rev P02; GSM-ORM-LB-05-DR-A-12205 Rev P02; GSM-ORM-LB-05-DR-A-12721 Rev P01; GSM-ORM-LB-05-DR-A-12722 Rev P01; GSM-ORM-LB-05-DR-A-12724 Rev P01; GSM-ORM-LB-05-DR-A-12727 Rev P01; GSM-ORM-LB-05-DR-A-12905 Rev P02; GSM-ORM-LB-B1-DR-A-12249 Rev P02; GSM-ORM-LB-B1-DR-A-12712 Rev P02, GSM-ORM-LB-B1-DR-A-12713 Rev P02; GSM-ORM-LB-LG-DR-A-12714_rev P02; GSM-ORM-LB-B1-DR-A-12949 Rev P02; GSM-ORM-LB-BM-DR-A-12239 Rev P02; GSM-ORM-LB-BM-DR-A-12939 Rev P02; GSM-ORM-LB-EA-DR-A-12602 Rev P02; GSM-ORM-LB-LG-DR-A-12248 Rev P02; GSM-ORM-LB-LG-DR-A-12938 Rev P02; GSM-ORM-LB-NO-DR-A-12601 Rev P02; GSM-ORM-LB-RF-DR-A-12206 Rev P02; GSM-ORM-LB-SO-DR-A-12603 Rev P02; GSM-ORM-LB-WE-DR-A-12600 Rev P02; GSM-ORM-LB-ZZ-DR-A-12401 Rev P02; GSM-ORM-LB-ZZ-DR-A-12402 Rev P02; GSM-ORM-LB-ZZ-DR-A-12403 Rev P02; GSM-ORM-LB-ZZ-DR-A-12404 Rev P02; GSM-ORM-LB-ZZ-DR-A-12405 Rev P02; GSM-ORM-LB-ZZ-DR-A-12610 Rev P02; GSM-ORM-LB-ZZ-DR-A-12611 Rev P02; GSM-ORM-LB-ZZ-DR-A-12612 Rev P02; GSM-ORM-LB-ZZ-DR-A-12710 Rev P02; GSM-ORM-LB-ZZ-DR-A-12711 Rev P02; GSM-ORM-LB-ZZ-DR-A-12725 Rev P01; GSM-ORM-LB-ZZ-DR-A-12728 Rev P01; GSM-ORM-LB-ZZ-DR-A-12764 Rev P02; GSM-ORM-LB-ZZ-DR-A-12765 Rev P02; GSM-ORM-LB-ZZ-DR-A- |
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|  |  | 12770 Rev P02; GSM-ORM-LB-ZZ-DR-A-12774 Rev P02;<br>GSM-ORM-LB-ZZ-DR-A-12775 Rev P02; GSM-ORM-LB-<br>ZZ-DR-A-12795 Rev P01; GSM-ORM-NB-EA-DR-A-12607<br>Rev P01; GSM-ORM-NB-EA-DR-A-12608 Rev P01; GSM-<br>ORM-NB-EA-DR-A-12609 Rev P01; GSM-ORM-NB-EA-<br>DR-A-12610 Rev P01; GSM-ORM-NB-EA-DR-A-12611<br>Rev P01; GSM-ORM-NB-EA-DR-A-12612 Rev P01; GSM-<br>ORM-NB-EA-DR-A-12613 Rev P01; GSM-ORM-NB-NO-<br>DR-A-12604 Rev P01; GSM-ORM-NB-NO-DR-A-12605<br>Rev P01; GSM-ORM-NB-NO-DR-A-12606 Rev P01; GSM-<br>ORM-NB-NO-DR-A-12619 Rev P01; GSM-ORM-NB-SO-<br>DR-A-12614 Rev P01; GSM-ORM-NB-SO-DR-A-12615<br>Rev P01; GSM-ORM-NB-SO-DR-A-12616 Rev P01; GSM-<br>ORM-NB-SO-DR-A-12617 Rev P01; GSM-ORM-NB-SO-<br>DR-A-12618 Rev P02; GSM-ORM-NB-SO-DR-A-12620<br>Rev P01; GSM-ORM-RB-00-DR-A-12200 Rev P04; GSM-<br>ORM-RB-01-DR-A-12201 Rev P05; GSM-ORM-RB-02-DR-<br>A-12202 Rev P04; GSM-ORM-RB-03-DR-A-12203 Rev<br>P01; GSM-ORM-RB-04-DR-A-12204 Rev P03; GSM-ORM-<br>RB-05-DR-A-12205 Rev P01; GSM-ORM-RB-06-DR-A-<br>12206 Rev P01; GSM-ORM-RB-07-DR-A-12207 Rev P03;<br>GSM-ORM-RB-08-DR-A-12208 Rev P04; GSM-ORM-RB-<br>09-DR-A-12209 Rev P03; GSM-ORM-RB-AA-DR-A-12400<br>Rev P04; GSM-ORM-RB-B1-DR-A-12299 Rev P05; GSM-<br>ORM-RB-BB-DR-A-12401 Rev P04; GSM-ORM-RB-EA-<br>DR-A-12602 Rev P03; GSM-ORM-RB-NO-DR-A-12600<br>Rev P03; GSM-ORM-RB-SO-DR-A-12601 Rev P03; GSM-<br>ORM-RB-WE-DR-A-12603 Rev P03; GSM-ORM-ZZ-00-<br>DR-A-12200 Rev P03; GSM-ORM-ZZ-01-DR-A-12201 Rev<br>P02; GSM-ORM-ZZ-02-DR-A-12202 Rev P02; GSM-ORM-<br>ZZ-03-DR-A-12203 Rev P02; GSM-ORM-ZZ-04-DR-A-<br>12204 Rev P02; GSM-ORM-ZZ-05-DR-A-12205 Rev P02;<br>GSM-ORM-ZZ-06-DR-A-12206 Rev P02; GSM-ORM-ZZ-<br>07-DR-A-12207 Rev P02; GSM-ORM-ZZ-08-DR-A-12208<br>Rev P02; GSM-ORM-ZZ-09-DR-A-12209 Rev P02; GSM-<br>ORM-ZZ-10-DR-A-12210 Rev P02; GSM-ORM-ZZ-11-DR- |
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|  |  | <p>A-12211 Rev P02; GSM-ORM-ZZ-12-DR-A-12212 Rev P02; GSM-ORM-ZZ-13-DR-A-12213 Rev P02; GSM-ORM-ZZ-14-DR-A-12214 Rev P02; GSM-ORM-ZZ-15-DR-A-12215 Rev P02; GSM-ORM-ZZ-AA-DR-A-12400 Rev P02; GSM-ORM-ZZ-B1-DR-A-12248 Rev P02; GSM-ORM-ZZ-B2-DR-A-12247 Rev P02; GSM-ORM-ZZ-B3-DR-A-12246 Rev P02; GSM-ORM-ZZ-BB-DR-A-12401 Rev P02; GSM-ORM-ZZ-CC-DR-A-12402 Rev P02; GSM-ORM-ZZ-DD-DR-A-12403 Rev P01; GSM-ORM-ZZ-EA-DR-A-12601 Rev P02; GSM-ORM-ZZ-MB1-DR-A-12249 Rev P02; GSM-ORM-ZZ-MB3-DR-A-12245 Rev P02; GSM-ORM-ZZ-SO-DR-A-12602 Rev P03; GSM-ORM-ZZ-WE-DR-A-12603 Rev P02; GSM-ORM-ZZ-WE-DR-A-12621 Rev P01; GSM-ORM-ZZ-NO-DR-A-12600_revP02.</p> <p>Supporting Documents:</p> <p>Design and Access Statement prepared by ORMS (Ref: GSM-ORM-XX-XX-RP-A-32001 Rev P02) dated 1 June 2020, DAS Update - Fisher Street Elevation prepared by ORMS (Ref: GSM-ORM-XX-XX-RP-A-32003 Rev P01) dated 25 August 2020; Built Heritage Statement prepared by RPS dated April 2020, Townscape and Visual Impact Assessment prepared by Peter Stewart Consultancy dated April 2020, Transport Assessment prepared by Arup dated 15 May 2020, Construction Management Plan prepared by Sheet Street / John F Hunt Ltd, Flood Risk Assessment and SUDS Strategy prepared by Heyne Tillett Steel dated 15 May 2020 Rev 04, Structural Report prepared by Heyne Tillett Steel dated 15 May Rev 04, Geotechnical and Geo-environmental Desk Study Report prepared by A-square Studio (Ref: 1129-A2S-XX-XX-RP-Y-0001-02) Rev 02 dated 15 May 2020, Basement Impact Report prepared by A-squared Studio (Ref: 1129-A2S-XX-XX-RP-Y-0002-06) Rev 06 dated 02 September 2020; Ground Movement Assessment Report prepared by A-Squared Studio (Ref: 1129-A2S-XX-XX-RP-Y-0003-02) Rev 02 dated 14 August 2020; Noise Assessment Report prepared by Cahill Design</p> |
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|  |  | <p>Consultants Rev 1.1 dated 17 April 2020; Air Quality Impact Assessment prepared by Hilson Moran Issue 01 dated 18 May 2020, Wind Comfort Computational Fluid Dynamics (CFD) Study prepared by Ramboll dated 15 May 2020, Archaeological Desk Based Assessment prepared by L-P Archaeology (Ref: LP0915L-DBA-v2.7), Preliminary Ecological Appraisal prepared by The Ecology Consultancy Version 2.0 dated 8 January 2020, Arboricultural Report and Impact Assessment prepared by Crown Consultants dated 17 April 2020, Daylight and Sunlight (Light within Proposed Residential) prepared by Anstey Horne (Ref: RC/SB/ROL6071) dated 17 April 2020, Daylight and Sunlight (impact on neighbours) prepared by Anstey Horne (Ref: RC/JC/ROL6071), Statement of Community Involvement prepared by Quatro dated April 2020, Energy and Sustainability Statement prepared by Atelier Ten, Rev 01 dated April 2020, Health Impact Assessment prepared by Gerald Eve dated April 2020, Affordable Housing Statement prepared by Gerald Eve dated May 2020, Financial Viability Statement prepared by Gerald Eve dated May 2020, Regeneration and Cultural Statement prepared by Gerald Eve and Beispiel dated May 2020, Employment and Training Strategy prepared by Globalgrange Hotels Ltd, Town Planning Statement prepared by Gerald Eve dated May 2020. Rev P02; ZZ-DR-A-12561 Rev P02; ZZ-DR-A-12562 Rev P02; ZZ-DR-A-12709 Rev P02; ZZ-DR-A-12762 Rev P02; ZZ-DR-A-12763 Rev P02; ZZ-DR-A-12772 Rev P02; ZZ-DR-A-12773 Rev P02; &amp; ZZ-DR-A-12793 Rev P02. (GSM-ORM-ZZ-): 00-DR-A-12150 Rev P02; 01-DR-A-12151 Rev P02; 02-DR-A-12152 Rev P02; 03-DR-A-12153 Rev P02; 04-DR-A-12154 Rev P02; 05-DR-A-12155 Rev P02; 06-DR-A-12156 Rev P02; 07-DR-A-12157 Rev P02; 08-DR-A-12158 Rev P02; 09-DR-A-12159 Rev P02; 10-DR-A-12160 Rev P02; 11-DR-A-12161 Rev P02; 12-DR-A-12162 Rev P02; 13-DR-A-12163 Rev P02; &amp; B1-DR-A-12199 Rev P02.</p> |
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|      |                                            | <p>Existing Drawings:</p> <p>(GSM-ORM-LB-): 00-DR-A-12100 Rev P02; 00-DR-A-12105 Rev P02; 00-DR-A-12800 P02; 01-DR-A-12101 Rev P02; 01-DR-A-12801 Rev 02; 02-DR-A-12102 Rev P02; 02-DR-A-12802 Rev P02; 03-DR-A-12103 Rev P02; 03-DR-A-12803 Rev P02; 04-DR-A-12104 Rev P02; 04-DR-A-12804 Rev P02; 05-DR-A-12805 Rev P02; B1-DR-A-12149 Rev P02; B1-DR-A-12849 Rev P02; BM-DR-A-12139 Rev P02; EA-DR-A-12502 Rev P02; LG-DR-A-12148 Rev P02; LG-DR-A-12848 Rev P02; M01-DR-A-12131 Rev P02; M01-DR-A-12831 Rev P02; NO-DR-A-12501 Rev P02; RF-DR-A-12106 Rev P02; SO-DR-A-12503 Rev P02; WE-DR-A-12500 Rev P02; ZZ-DR-A-12301 Rev P02; ZZ-DR-A-12302 Rev P02; ZZ-DR-A-12303 Rev P02; ZZ-DR-A-12304 Rev P02; ZZ-DR-A-12305 Rev P02; ZZ-DR-A-12510 Rev P02; ZZ-DR-A-12511 Rev P02; ZZ-DR-A-12512 Rev P02; ZZ-DR-A-12708 Rev P02; ZZ-DR-A-12760 Rev P02; ZZ-DR-A-12761 Rev P02; ZZ-DR-A-12771 Rev P02; &amp; ZZ-DR-A-12791 Rev P02. (GSM-ORM-ZZ-): 00-DR-A-12002 Rev P02; 00-DR-A-12100 Rev P02; 01-DR-A-12101 Rev P02; 02-DR-A-12102 Rev P02; 03-DR-A-12103 Rev P02; 04-DR-A-12104 Rev P02; 05-DR-A-12105 Rev P02; 06-DR-A-12106 Rev P02; 07-DR-A-12107 Rev P02; 08-DR-A-12108 Rev P02; 09-DR-A-12109 Rev P02; 10-DR-A-12110 Rev P02; 11-DR-A-12111 Rev P02; 12-DR-A-12112 Rev P02; 13-DR-A-12113 Rev P02; AA-DR-A-12300 Rev P02; B1-DR-A-12149 Rev P02; BB-DR-A-12301 Rev P02; CC-DR-A-12302 Rev P02; DD-DR-A-12303 Rev P02; EA-DR-A-12501 Rev P02; NO-DR-A-12500 Rev P02; SO-DR-A-12502 Rev P02; &amp; WE-DR-A-12503 Rev P02.</p> |
| 2.29 | "the Employment and Training Contribution" | <p>the sum of £62,691.00 (sixty two thousand six hundred and ninety one pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to promote education and opportunities for jobs and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|      |                                                   | employment to training within the London Borough of Camden                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.30 | "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 4.12 of this Agreement through (but not be limited to) the following:-</p> <p>(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;</p> <p>(b) to ensure a Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs</p> <p>(c) to ensure the provision of fifty-five construction apprentices</p> <p>(d) make provision during the Construction Phase for no less than three work placements</p> <p>(e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>(f) ensure delivery of a minimum of three end use apprenticeships;</p> <p>(g) commit to following the Local Procurement Code</p> |
| 2.31 | "the Energy Efficiency and Renewable Energy Plan" | a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|  |  | <p>a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled Energy and Sustainability Statement prepared by Atelier Ten, Rev 01 and dated April 2020 to achieve:-</p> <p><i>Residential new parts and Cultural Use</i><br/> a 50.9% reduction in CO2 emissions beyond the Part L 2013 baseline and minimum 16.3% Be Lean stage reduction through building efficiency; minimum 41.3% Be Green stage reduction through renewables;</p> <p><i>new Non Residential</i><br/> a 59.2% reduction in CO2 emissions beyond the Part L 2013 baseline and minimum 5.8% Be Lean stage reduction through building efficiency; minimum 56.7% Be Green stage reduction through renewables</p> <p><i>refurbished Non Residential</i><br/> a 66.0% reduction in CO2 emissions beyond the Part L 2013 Baseline and minimum 25.8% Be Lean stage reduction through building efficiency; minimum 54.1% Be Green stage reduction through renewables</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> |
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|  |  | <p>(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> <li>- safeguarded space for a future heat exchanger;</li> <li>- provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;</li> <li>- the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;</li> <li>- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.</li> <li>- Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.</li> </ul> <p>(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's</p> |
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|      |                             | <p>strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(h) 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> |
| 2.32 | "the Existing Buildings"    | the buildings existing on the Property as at the date of this Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.33 | "the Highways Contribution" | <p>the sum of £223,000 (two hundred and twenty three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <p>(a) remedial and repair works following any damage to the carriageway and footway directly adjacent to the site; and</p>                                                                                                                                                                                                                                             |

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|      |                             | <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the Development</p> <p>provided that all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>                                                                                                                                                                                                                                                                                                                                                            |
| 2.34 | "the Implementation Date"   | <p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly and for the avoidance of doubt excludes Demolition, soft strip out, surveys, erection of temporary fencing and hoarding</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.35 | "Intermediate Rent Housing" | <p>Affordable Housing for rent that is subject to the following conditions:-</p> <p>(a) above benchmark rents for London Affordable Rented Housing but is substantially below open market levels;</p> <p>(b) is affordable to people who at the commencement of their occupancy are eligible for intermediate housing in terms set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);</p> <p>(c) complies with the requirements set out for housing of this type in the Mayor of London document entitled: Homes for Londoners - Affordable Homes Programme 2016-21 Funding Guidance and successor documents</p> <p>(d) provides housing where the housing costs for each intermediate rented home (including rent and service charge) shall:-</p> |

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|      |                                   | <p>(i) be affordable to households paying no more than 40% of net income on rent and service charge where net incomes are 70% of gross incomes and gross household incomes are £31,740 per annum for studio units and £42,320 per annum for 1-bedroom units and £60,000 per annum for 2-bedroom units with specified gross household incomes adjusted from the date of this Agreement by percentage changes to ONS residence-based median earnings for Camden subject to the maximum eligible household income for Intermediate Rent Housing set out by the London Plan as updated by the London Plan Annual Monitoring Report</p> <p>(ii) not exceed £171 per week for studio units and £228 per week for 1-bedroom units and £323 per week for 2-bedroom units in gross total rent subject to annual rent increases not exceeding the annual increase in the Consumer Price Index +1%;</p> <p>(e) tenancies are marketed to people who are registered on the Council's Intermediate Housing Register of Interest and let in accordance with the Council's Priority Matrix as set out in Schedule 1 of the Council's Intermediate Housing Strategy and successor policies.</p> |
| 2.36 | "Intermediate Rent Housing Units" | the seventeen units of Intermediate Rent Housing forming part of the Development comprising 2 x studio units 10 x one bed units and 5 x two bed units the same as shown on Plan 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.37 | "Kings Cross Construction Centre" | the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.38 | "the Level Plans"                 | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 2.39 | "the Local Procurement Code"       | the code annexed to the Third Schedule hereto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.40 | "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 Funding Guidance "Homes for Londoners; Affordable Homes Programme 2016-2021" for 2016-17 and updated by the Mayor of London's Funding Guidance 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 affordable housing for rent in the National Planning Policy Framework</p> <p>(d) are consistent with the information in relation to London Affordable Rented Housing set out in Camden's Supplementary Planning Document "-Interim Housing CPG" and its successor Supplementary Planning Documents and the requirements for affordable rented housing 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</p> |

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|      |                                          | Council providing for nominations to the Council in respect of London Affordable Rented Housing Units within the Development.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.41 | "London Affordable Rented Housing Units" | the seventeen units of London Affordable Rented Housing forming part of the Development comprising 1 x one bedroom units 4 x two bed units 12 x three bed units as the same are shown on Plan 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.42 | "the Neighbouring Properties"            | known as the surrounding properties as detailed in the Basement Impact Report prepared by A-squared Studio (Ref: 1129-A2S-XX-XX-RP-Y-0002-06) Rev 06 dated 02 September 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.43 | "Occupation Date"                        | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.44 | "the Operational Management Plan"        | <p>a plan securing a package of measures to ensure that noise and disturbance is managed appropriately within the proposed events spaces as shown on Plan 3 measures to include but not limited to:-</p> <ul style="list-style-type: none"> <li>• an advanced list of upcoming events for each quarter to the Council's Licensing Department</li> <li>• details of proposed smoking area, including management to ensure mitigation of anti-social behaviour</li> <li>• a dispersal policy to ensure the safe and quiet movement of people from the area in order to minimise disturbance to the public and neighbours in the vicinity of the development and to mitigate against anti-social behaviour</li> <li>• provision of a queue management strategy</li> <li>• key event contacts and complaints procedure</li> <li>• details of staffing and the organisational matrix and</li> <li>• identifying means of ensuring the provision of information to the Council and provision of a</li> </ul> |

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|      |                                                         | mechanism for review and update as required from time to time                                                                                                                                                                                                                                                                                                                                          |
| 2.45 | "the Parties"                                           | mean the Council and the Owner                                                                                                                                                                                                                                                                                                                                                                         |
| 2.46 | "the Pedestrian Cycling and Environmental Contribution" | the sum of £1,040,250.00 (one million and forty thousand two hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development                                                   |
| 2.47 | "Plan 1"                                                | Intermediate Housing Units                                                                                                                                                                                                                                                                                                                                                                             |
| 2.48 | "Plan 2"                                                | London Affordable Rented Housing (marked social affordable housing)                                                                                                                                                                                                                                                                                                                                    |
| 2.49 | "Plan 3"                                                | Event Spaces                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.50 | "Plan 4"                                                | Site Plan                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.51 | "Plan 5"                                                | Public Open Space area                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.52 | "the Planning Application"                              | a planning application in respect of the development of the Property submitted to the Council and validated on 4 June 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/2470/P subject to conclusion of this Agreement                                                                                                                         |
| 2.53 | "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                                                                                                                                                          |
| 2.54 | "the Planning Permission"                               | a planning permission granted for the Development substantially in the draft form annexed hereto                                                                                                                                                                                                                                                                                                       |
| 2.55 | "the Post-Construction Viability Assessment"            | an open book assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-<br>(i) generate the residual site value<br>(ii) employ the same method and sequence and be presented in the same form as the Application Viability Assessment (on all development costs) unless otherwise agreed by the Council in writing; and |

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|  |  | <p>(iii) employ the same assumptions as the Application Viability Assessment unless otherwise agreed by the Council in writing such assumptions to include:</p> <p>(a) a developer's return or profit of 7.5% applied to the gross value of the hotel forming part of the Development;</p> <p>(b) a developer's return or profit of 6% applied to the gross value of the Affordable Housing Units;</p> <p>(c) a developer's return or profit of 15% applied to the gross value of the Development excluding the Affordable Housing Units and excluding the hotel forming part of the Development; and</p> <p>(d) finance costs calculated using an all-in rate of 6.5% on all development costs in accordance with the Application Viability Assessment</p> <p>(iv) otherwise employ the same numerical and/or percentage values (as the case may be) as the Application Viability Assessment save in relation to evidence of the actual sales values or rental levels achieved on the first sale or lettings of the accommodation comprised in the Development and evidence of actual construction costs, fees and other costs including payment of the Community Infrastructure Levy and planning obligations other than the Deferred Housing Contribution up to the time such costs are incurred and estimates of future such costs;</p> <p>with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-</p> <p>(v) a copy of the Application Viability Assessment;</p> |
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|      |                | <p>(vi) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;</p> <p>(vii) a solicitor's certification confirming that the sales of the residential units forming part of the Development were arm's length third party bona fide transactions and not:-</p> <p>(a) designed to reduce the revenue received from sales of the residential units forming part of the Development;</p> <p>(b) confined to transactions between the Owner and subsidiary companies of the Owner;</p> <p>(c) transactions between the Owner and its employees;</p> <p>or</p> <p>(d) transactions including deferred consideration coverage or loans or finance deals from the Owner;</p> <p>(viii) payment of £6,000 (six thousand pounds) to cover the Council's costs in verifying the material and information contained within the assessment;</p> <p>(ix) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;</p> <p>(x) any further information the Council acting reasonably requires.</p> |
| 2.56 | "the Property" | the land known as Lethaby Building, Former Cochrane Theatre, 12-42 Southampton Row & 1-4 Red Lion Square (Former University Of Westminster Central St Martins College Campus) London WC1B 4AP the same as shown shaded edged red on Plan 4 annexed hereto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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| 2.57 | "the Public Art Plan"        | <p>a plan setting out a package of measures of the artwork strategy to be delivered throughout the Development and to ensure that:-</p> <ul style="list-style-type: none"> <li>- there are allocated walls within the central courtyard of the Development for public art</li> <li>- the allocated walls include the western wall of the under-croft access from Orange Street into the courtyard and on the eastern wall of the Lethaby Building</li> <li>- the Lethaby Building design shall note the history of the Central School of Arts and</li> </ul> <p>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>                                                                                                                                                                                                                                                                                 |
| 2.58 | "the Public Highway"         | any carriageway footway and/or verge adjoining the Property maintainable at public expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.59 | "the Public Open Space Plan" | <p>a plan setting out the management, maintenance, renewal, cleaning, servicing, security and fire safety of the Public Open Space as shown on Plan 5 including the following:-</p> <ul style="list-style-type: none"> <li>• reinstatement of Orange Street</li> <li>• provision of a central courtyard with public access between the hours of 07:00 and 00:00 seven days a week or such other times as shall be agreed by the Owner and the Council</li> <li>• public realm improvements to Drake Street building facade (including widening of the footpath) and the surrounding area to include greenery and biodiversity</li> <li>• north-south route through the site and the east-west route on Orange Street remain open to pedestrians at all times (access may be prevented for one day in each year to prevent public rights of way or common rights coming into being)</li> <li>• public access shall not be deemed to be breached in the case of fire, flooding and emergency or other</li> </ul> |

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|      |                               | <p>disaster or security or public safety except that such closure shall not continue for more than 48 hours without the written approval of the Council</p> <ul style="list-style-type: none"> <li>any further information that is reasonable required by the Council</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.60 | "Registered Provider"         | a registered provider of Affordable Housing registered as such by the Regulator and selected from the approved strategic provider list (as published on the Council's website and updated from time to time) unless otherwise agreed by the Council in writing                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.61 | "Regulator"                   | means the Home and Communities Agency and any successor organisation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.62 | "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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.63 | "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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.64 | "the Service Management Plan" | <p>a plan (or plans for different uses comprised within the Development setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> |

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|  |  | <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements</p> <p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(j) details of arrangements for refuse storage and servicing;</p> <p>(k) ensuring at no times any vehicle which services the office, retail, hotel, conference and leisure/cultural uses of the Development will use the surrounding public highway to load/unload; and</p> |
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|      |                           | (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.65 | "Surplus"                 | a positive figure produced from the Post-Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £9,460,000 (nine million four hundred and sixty thousand pounds)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.66 | "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 submission document entitled Energy and Sustainability Statement prepared by Atelier Ten, Rev 01 dated April 2020 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 litres/person/day, allowing 5 litres/person/day for external water use</p> <p>(c) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Excellent rating and attaining the following credits:-<br/> <i>Red Lion Building</i> - a minimum of 77.42% Excellent and minimum unweighted credits by section as follows:<br/> Energy 73.9%, Water 88.9%, Materials 64.3%<br/> <i>Theobald's Building</i> - a minimum of 73.66% Excellent and minimum unweighted credits by section as follows:<br/> Energy 84.0%, Water 88.9%, Materials 84.6%</p> |

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|      |                                                                       | <p>(d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(f) 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>(g) 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> |
| 2.67 | "the Travel Plan Monitoring and Measures Contribution (Hotel C1 Use)" | <p>the sum of £9,618 (nine thousand six hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for</p> <p>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</p> <p>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|      |                                                                                                    | <p>and walking initiatives delivered by the Council or voluntary sector partners</p> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.68 | "the Travel Plan Monitoring and Measures Contribution (Conference D2 and Leisure/cultural D1 use)" | <p>the sum of £9,618 (nine thousand six hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for</p> <ul style="list-style-type: none"> <li>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</li> <li>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners</li> </ul> <p>to be carried out over a six year period from the date of first Occupation of the Development</p> |
| 2.69 | "the Travel Plan Monitoring and Measures Contribution (Retail Uses)"                               | <p>the sum of £4,809 (four thousand eight hundred and nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for</p> <ul style="list-style-type: none"> <li>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</li> <li>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners</li> </ul> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>   |
| 2.70 | "the Travel Plan Co-Ordinator"                                                                     | <p>an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement</p>                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.71 | "the Travel Plans"                                                                                 | <p>a separate plan for each Hotel C1 use, Conference D2/ Leisure/cultural D1 use and Retail Uses setting out a</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|      |                       | <p>package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Second Schedule hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</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> |
| 2.72 | "Hotel Accommodation" | <p>the areas of the Development occupied exclusively for hotel guest accommodation including bedrooms circulation and lift lobby areas exclusively serving 2nd to 12th floor of the Red Lion Building and 1st to 5th floor of the Lethaby Building</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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 Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.5 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

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

- 4.1.1 On or prior to Implementation to seek the Council's written approval of the Registered Provider.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Registered Provider.
- 4.1.3 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 reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the London Affordable Rented Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of London Affordable Rented Housing and the Intermediate Rent Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Intermediate Rent Housing.
- 4.1.5 Not to occupy or allow occupation of any part of the Development until such time as:
  - (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.6 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 Homes and Community Agency (or successor bodies) or the Council from time to time.

- 4.1.6 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 Homes and Communities Agency or the Regulator or the Council.

## **4.2 ARCHITECT RETENTION**

- 4.2.1 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 Orms Designers & Architects Ltd of 55-71 Oliver's Yard, City Rd, Old Street, London EC1Y 1HQ Company Number 022195494;
- (b) Implement or carry out any works forming part of the construction of the Development at any time when Orms Designers & Architects Ltd of 55-71 Oliver's Yard, City Rd, Old Street, London EC1Y 1HQ Company Number 022195494 is not employed by the Owner as project architect; and
- (a) 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 Orms Designers & Architects Ltd of 55-71 Oliver's Yard, City Rd, Old Street, London EC1Y 1HQ Company Number 022195494;
- (c) 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.

### **4.3 BASEMENT APPROVAL IN PRINCIPLE**

#### **4.3.1 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

#### **4.3.2 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.

### **4.4 CARBON OFFSET CONTRIBUTION**

#### **4.4.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.**

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

### **4.5 CAR FREE**

#### **4.5.1 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:**

- (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.

#### **4.5.2 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, 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).

- 4.5.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.5.1 and 4.5.2 in this Agreement shall continue to have effect in perpetuity.
- 4.5.4 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 4.5.1 and 4.5.2 of this Agreement.

#### **Business Parking**

- 4.5.5 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
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.5.6 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.5.7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.5.5 and 4.5.6 above will remain permanently.
- 4.5.8 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 units forming part of

the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.5.5 and 4.5.6 of this Agreement.

**4.6 DEMOLITION MANAGEMENT PLAN and CONSTRUCTION MANAGEMENT PLAN**

**4.6.1 On or prior to the Demolition 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 Demolition Management Plan.

**4.6.2 Not to Demolish nor allow Demolition 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 Demolition Management Plan as demonstrated by written notice to that effect.

**4.6.3 On or prior to the Implementation Date to:**

- (a) submit to the Council for approval a draft Construction Management Plan.

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

- (a) approved the Construction Management Plan as demonstrated by written notice to that effect.

**4.6.5 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan and 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.**

**4.6.6 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and 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 Demolition Management Plan and 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.

**4.7 CONSTRUCTION MANAGEMENT PLAN BOND**

4.7.1 On or prior to the Demolition Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.7.2 Not to Demolish nor allow Demolition of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.7.3 Following Demolition Implementation Date and in the event that the Council investigates and finds that there is a breach of the approved Demolition Management Plan or Construction Management Plan the Council will notify the Owner of the details of the breach.

4.7.4 The Owner must once notified by the Council in accordance with Clause 4.7.3 acknowledge the notice within 24 hours of being notified and:

- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.7.5 In the event the Owner does not comply with the obligations in 4.7.2 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the

approved Construction Management Plan specified in the notice served under clause 4.7.1 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

- 4.7.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.7.3.

#### **4.8 COMMUNITY SAFETY MANAGEMENT PLAN**

- 4.8.1 On or prior to the Occupation Date to submit to the Council for approval the Community Safety Management Plan.
- 4.8.4 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Safety Management Plan as demonstrated by written notice to that effect.
- 4.8.5 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 the Community Safety 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 Community Safety Management Plan.

#### **4.9 DEFERRED HOUSING CONTRIBUTION**

- 4.9.1 The Parties agree that notwithstanding the remaining clauses in clause 4.9 of this Agreement the Owner may at any time following Implementation pay the Council the Deferred Housing Contribution in full.
- 4.9.2 To submit the Post-Construction Viability Assessment to the Council for approval in writing after the date of issue of the Certificate of Practical Completion and as soon as is reasonably possible after either:-

- (a) the Owner has exchanged on a Bona Fide Hotel Sale or Lease; or
  - (b) the hotel forming part of the Development has traded fully for a period of one year and the Owner provides sufficient information to the Council to evidence the same.
- 4.9.3 In all circumstances and notwithstanding clause 4.9.2, to submit the Post Construction Viability Assessment to the Council for approval not more than three years after the date of issue of the Certificate of Practical Completion..
- 4.9.4 Upon the issue of the approval of the Post-Construction Viability Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post-Construction Viability Plan; and
  - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of this Agreement as being recoverable from the Deferred Housing Contribution under the terms of this Agreement.
  - (c) a copy of the written assessment prepared on behalf of the Council by a suitably qualified RICS surveyor and used by the Council in verifying the material and information contained within the submitted Post-Construction Viability Assessment
- 4.9.5 If the Assessment Certified Sum exceeds the payment made under clause 2.55(vii) (Post-Construction Viability Assessment) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.9.6 In the event the approved Post-Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Housing Contribution or any part thereof.

- 4.9.7 In the event the Post-Construction Viability Assessment shows a Surplus that is less than two times the Deferred Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Housing Contribution.
- 4.9.8 In the event the Post-Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Housing Contribution.
- 4.9.9 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.9.10 Unless otherwise agreed by the Council in writing, in the event that the Viability Certified Sum shows a Viability Update Surplus which has not been paid in accordance with clause 4.9.2 above, the Owner shall not occupy or permit the occupation of the Hotel until it has been paid.

**4.10 DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.10.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.10.2 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.
- 4.10.3 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 structural problems with neighbouring properties nor the Development itself.
- 4.10.4 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.

4.10.5 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.

4.10.6 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.

#### **4.11 EMPLOYMENT AND TRAINING CONTRIBUTION**

4.11.1 On or prior to the Demolition Implementation Date to pay to the Council the Employment and Training Contribution in full.

4.11.2 Not to Demolish or to permit Demolition until such time as the Council has received the Employment and Training Contribution in full.

#### **4.12 EMPLOYMENT AND TRAINING PLAN**

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

4.12.2 Not to Demolish nor permit Demolition until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.12.3 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.

4.12.4 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.

#### **4.13 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.13.1 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.

4.13.2 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.

4.13.3 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 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.

#### **4.14 HIGHWAYS CONTRIBUTION**

4.14.1 On or prior to the Demolition Implementation Date to pay to the Council the Highways Contribution in full.

4.14.2 On or prior to the Demolition Implementation Date to submit to the Council the Level Plans for approval.

4.14.3 Not to Demolish or to allow Demolition until such time as the Council has received the Highways Contribution in full.

4.14.4 Not to Demolish or to allow Demolition until such time as the Council has approved the Level Plans.

4.14.5 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.

4.14.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works.

4.14.7 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.

4.14.8 If the Certified Sum is less than the Highways Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highways Contribution.

#### **4.15 LOCAL EMPLOYMENT**

4.15.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) 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) 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.

4.15.2 The Owner shall ensure that at all times during the Construction Phase no less than fifty-five construction apprentices 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.

4.15.3 The Owner shall ensure that during the Construction Phase of the Development no less than three work placements and/or work experience opportunities are provided at the Development.

4.15.4 Notwithstanding the provisions in clauses 4.15.2 and 4.15.3 (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.

4.15.5 On or prior to the Demolition Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

4.15.6 Not to Demolish or permit Demolition until such time as the Apprentice Support Contribution has been paid to the Council in full.

4.15.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.15.2 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 each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.15.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than three end use apprentices always ensuring the apprentice shall be:-

(a) recruited through 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 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>;

(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 standard qualification; and

(f) be supervised by a member of staff within the completed Development.

#### **4.16 LOCAL PROCUREMENT**

- 4.16.1 Prior to the Demolition Implementation Date to prepare for the Council's approval 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.
- 4.16.2 On or prior to the Demolition Implementation Date 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.
- 4.16.3 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.
- 4.16.4 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.

#### **4.17 OPERATIONAL MANAGEMENT PLAN**

- 4.17.1 On or prior to the Occupation Date to submit to the Council for approval the Operational Management Plan.
- 4.17.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Operational Management Plan as demonstrated by written notice to that effect.
- 4.17.2 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 the Operational 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 Operational Management Plan.

#### **4.18 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION**

- 4.18.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.

4.18.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

#### **4.19 PUBLIC ART PLAN**

4.19.1 On or prior to the Occupation Date to submit to the Council for approval the Public Art Plan.

4.19.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Public Art Plan as demonstrated by written notice to that effect.

4.19.3 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 the Public Art 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 Public Art Plan.

#### **4.20 PUBLIC OPEN SPACE PLAN**

4.20.1 Nine months prior to Occupation of the Development to submit to the Council for approval the Public Open Space Plan.

4.20.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Public Open Space Plan as demonstrated by written notice to that effect.

4.20.3 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 the Public Open Space 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 Public Open Space Plan.

#### **4.21 SERVICE MANAGEMENT PLAN**

4.21.1 On or prior to Occupation to submit to the Council for approval the Service Management Plan.

4.21.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.21.3 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 the Service 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 Service Management Plan.

#### **4.22 SUSTAINABILITY PLAN**

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

4.22.2 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.

4.22.3 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.

4.22.4 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.

#### **4.23 THE TRAVEL PLANS**

4.23.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plans for approval; and
- (b) pay to the Council the Travel Plan Monitoring and Measures Contribution (Hotel C1 Use) the Travel Plan Monitoring and Measures Contribution (Conference

D2 and Leisure/cultural D1 use) and the Travel Plan Monitoring and Measures Contribution (Retail Uses)

4.23.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (c) the Council has approved the Travel Plans as demonstrated by written notice to that effect; and
- (d) the Council has received the Travel Plan Monitoring and Measures Contribution (Hotel C1 Use) the Travel Plan Monitoring and Measures Contribution (Conference D2 and Leisure/cultural D1 use) and the Travel Plan Monitoring and Measures Contribution (Retail Uses) in full.

4.23.3 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 the Travel 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 Travel Plan.

#### 4.24 **APPROVED LAND USES**

4.24.1 To ensure that no other area of the Development is used for Hotel Accommodation except 2nd to 12th floor of the Red Lion Building and 1st to 5th floor (including any mezzanines within these floors) of the Lethaby Building.

4.24.2 Not to Occupy or permit Occupation of the Development if any of the areas except 2nd to 12th floor of the Red Lion Building and 1st to 5th floor (including any mezzanines within these floors) of the Lethaby Building are being used as Hotel Accommodation.

#### 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 2020/2470/P the date upon which the Development will be ready for Occupation.

- 5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 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 Borough Solicitor 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 or document 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 2020/2470/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 2020/2470/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 Where the agreement, approval, consent, confirmation, comment or expression of satisfaction is required by either Party under the terms of this Deed such agreement, approval, consent, confirmation, comment or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given in writing on behalf of the Owner or of the Council by the Planning Obligations Monitoring Officer unless otherwise specifically provided for in this Deed.
- 5.9 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.11 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, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2020/2470/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 by the Council 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 their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during

which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 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 for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

#### **MORTGAGEE EXEMPTION**

- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:-

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee 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”).
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months 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
- iii) If the Council having failed to arrange another Registered Provider to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the

Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have 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 after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom ALWAYS PROVIDED that the relevant Chargee shall use all reasonable endeavours to assist the Council in arranging a transfer of the Affordable Housing Units and will not hinder or obstruct the transfer, with a view to ensuring the Affordable Housing Units remain units of Affordable Housing.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2020/2470/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.

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

6.12 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 Provide 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).

## 7. COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 7.1 To apply the financial contributions received under this Agreement for the relevant purposes for which such contribution(s) are made.
- 7.2 To grant the Planning Permission on the date hereof.
- 7.3 Wherever in this Agreement reference is made to the phrase *"following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development"* or wording of equivalent effect the Council shall act reasonably to enforce such clause.

## 8. RIGHTS OF THIRD PARTIES

- 8.1 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 have executed this instrument as their Deed the day and year first before written

~~EXECUTED AS A DEED BY~~  
~~GRANGE ST. MARTINS LIMITED~~  
~~acting by a Director~~

)  
)  
) .....

in the presence of

~~Director~~

~~witness signature~~

~~name~~

~~address~~

~~occupation~~

position or title) quoting the address of the property and planning reference 2020/2470/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.

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

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590 ~~7. COUNCIL'S COVENANTS~~

~~The Council hereby covenants with the Owner as follows~~

~~7.1 To apply the financial contributions received under this Agreement for the relevant purposes for which such contribution(s) are made.~~

~~7.2 To grant the Planning Permission on the date hereof.~~

~~7.3 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development~~

§21

~~" or wording of equivalent effect the Council shall act reasonably to enforce such clause.~~

§2

~~8. RIGHTS OF THIRD PARTIES~~

§2

~~8.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
GRANGE ST. MARTINS LIMITED  
acting by a Director

)  
)  
)   
.....

in the presence of

Director

witness signature



name CHRISTOPHER SIMPSON

address

BISHOP & SEWELL LLP  
59-60 RUSSELL SQUARE  
LONDON WC1B 4HP

occupation TRAINEE SOLICITOR

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

)  
)  
)  
)

  
.....

Authorised Signatory



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

.....  
~~Authorised Signatory~~

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

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

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

<https://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 THE TRAVEL PLAN

### PART I: 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**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. 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/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://www.nationalrail.co.uk))
- c. 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
- d. 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. Parking and Travel**

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

**6. Traffic Management**

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

**7. Cycling**

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

- a. secure and well-lit workplace cycle parking

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

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

#### **8. Facilities for Goods Movement and Servicing**

A Servicing Management 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](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

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

The Owner shall ensure that the 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 a initial survey undertaken three 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.

## **THE THIRD 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 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 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 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

### A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

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

#### 2.1 *Actions & Responsibilities of Main Contractor*

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

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

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

## **2.2 Actions And Responsibilities of Sub-Contractors**

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

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

### **Fitting out by tenants**

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s 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.

## THE FOURTH SCHEDULE

### The Burland Category of Damage

| Category of damage | Description of typical damage                                                                                                                                                                                                                                                                           | Approximate crack width (mm)                 | Limiting tensile strain $\epsilon_{lim}$ (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)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

**Key Point:**

CDM risks relevant to this drawing:

CDM risks relevant to this drawing:

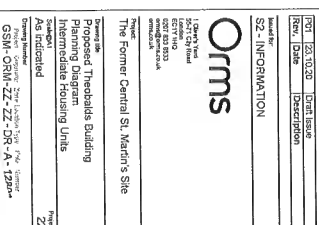
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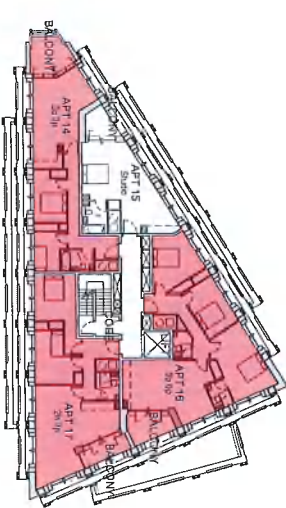
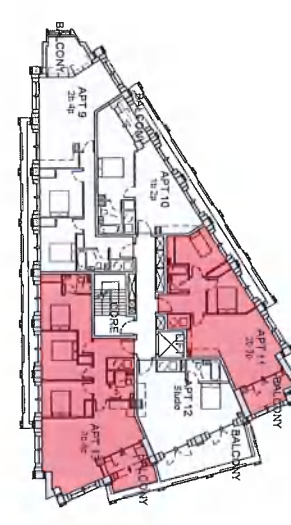
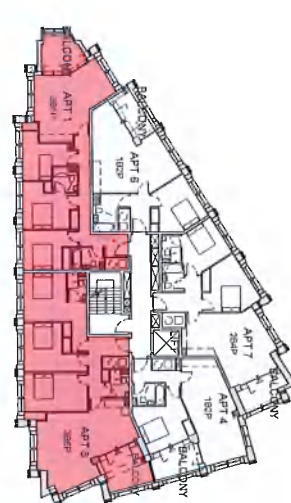
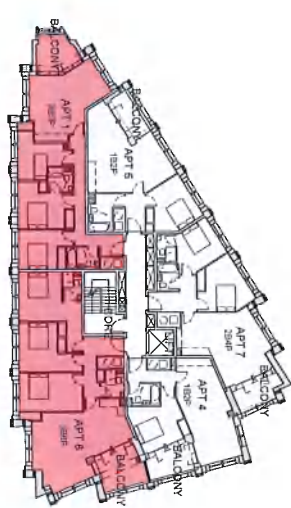
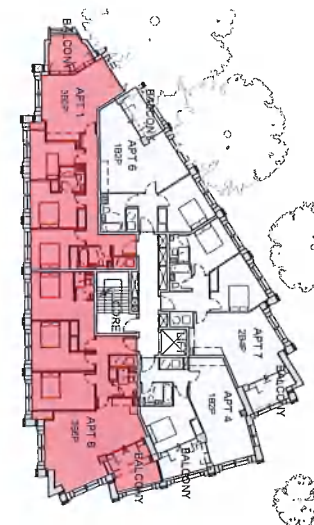
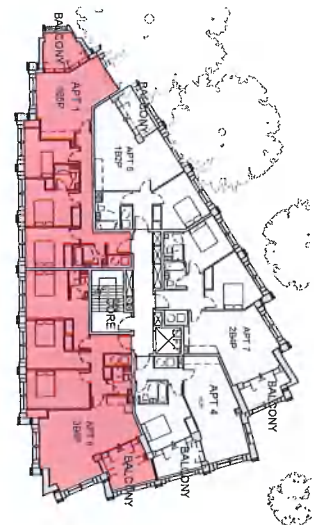
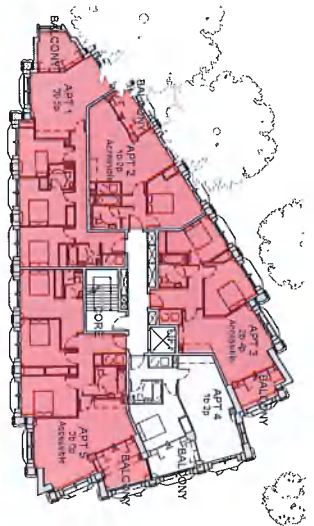
Notes:

Internal layouts are indicative only.

*Areas are indicative only and subject to future design development.*

 Intermediate Housing Units





|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Key Findings | <p>On the one hand, the dissemination of the information on the health benefits of tobacco is a necessary task for tobacco companies to establish their brand and to sell their products. On the other hand, the dissemination of the information on the health benefits of tobacco is a necessary task for tobacco companies to establish their brand and to sell their products.</p> <p>The tobacco industry and researchers of the tobacco industry have been engaged in a long-term effort to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco.</p> <p>The tobacco industry and researchers of the tobacco industry have been engaged in a long-term effort to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco.</p>                                                                                        |
|              | <p>The tobacco industry and researchers of the tobacco industry have been engaged in a long-term effort to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco.</p> <p>The tobacco industry and researchers of the tobacco industry have been engaged in a long-term effort to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco.</p> <p>The tobacco industry and researchers of the tobacco industry have been engaged in a long-term effort to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco. This effort has been ongoing since the 1950s, when the tobacco industry first began to disseminate information on the health benefits of tobacco.</p> |

**CDM risks relevant to this drawing:**

Notes:  
Internal layouts are indicative only.  
Areas are indicative only and subject to future design development.

Social Affordable Housing Unit

|      |          |             |
|------|----------|-------------|
| PO1  | 23.10.20 | Draft Issue |
| Rev. | Date     | Description |

Issued for:

**S2 - INFORMATION**

# Orms

1 Oliver Yard  
55-71 City Road  
London  
EC1Y 1HQ  
0207 333 8533

**Project:**  
The Former Central St. Martin's Site

**Drawing title:**  
**Proposed Theobalds Building**  
**Planning Diagram**

|                                   |                |
|-----------------------------------|----------------|
| <b>Schedule</b>                   | <b>Prepaid</b> |
| <b>As indicated</b>               | <b>22</b>      |
| <b>Drawing Number</b>             |                |
| <b>Description</b>                |                |
| <b>Material used</b>              |                |
| <b>Remarks - number of "cuts"</b> |                |
| <b>Eddy</b>                       |                |
| <b>Location</b>                   |                |

GSM-DKIM-LL-LL-DK-A-12500



Do not scale. All dimensions to be confirmed on site.  
Information contained in this drawing is the sole  
property of Orms and should not be used or  
reproduced without permission.  
Key Note:

CSM data related to this drawing

Notes

Key

- Event Space
- Site Ownership Line

NOTE: Internal layouts are indicative only

| Rev. | Date     | Description |
|------|----------|-------------|
| P01  | 03.10.20 | Draw Issue  |
| 1    | 11.20    |             |

02 - INFORMATION

**Orms**

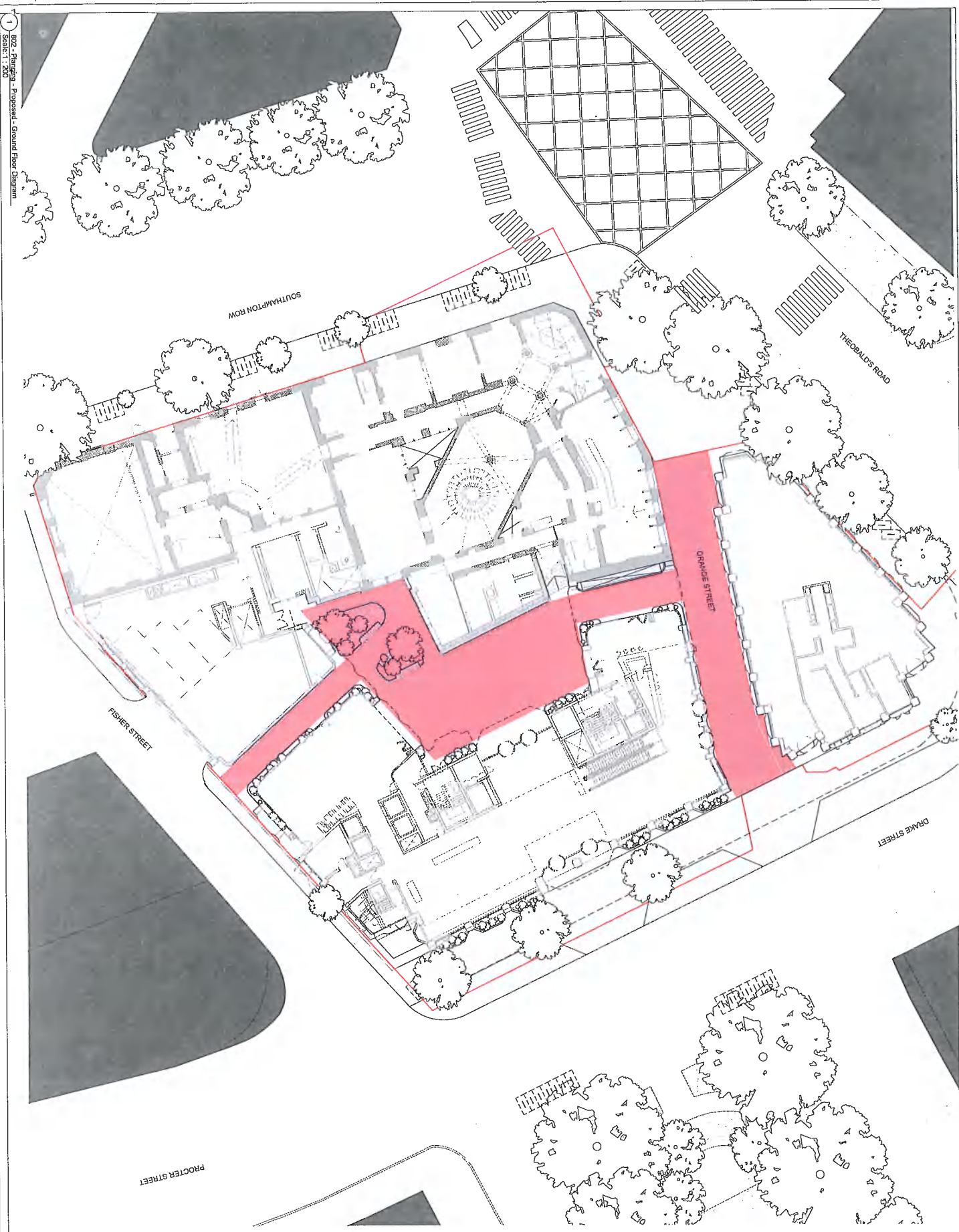
1000 City Road  
London E1 1AA  
Tel: 020 7462 1000  
Email: info@orms.co.uk

The Former Central St. Martin's Site

Proposed  
Planning Diagram  
Events Spaces

Project Number: 803-Planings - Proposed - Basement 2  
Drawing Number: 2233  
Scale: 1 : 200  
CSM-ORM-22-22-DR-A-12803  
P01





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**Key**

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Notes

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