

DATED

13 October

2016

(1) CENTRAL LONDON INVESTMENTS LIMITED

AND

(2) AVIVA COMMERCIAL FINANCE LIMITED

TO

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

UNILATERAL UNDERTAKING

relating to land known as

112A Great Russell Street London WC1B 3NP

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

Birketts

Birketts LLP
22 Station Road
Cambridge
CB1 2JD

T: +44 (0) 1223 326600
F: +44 (0) 1223 326629
DX: 131969 Cambridge 6
E: mail@birketts.co.uk

Offices also in: Chelmsford, Ipswich and Norwich

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THIS AGREEMENT is made the 13th day of October 2016

B E T W E E N:

(1) CENTRAL LONDON INVESTMENTS LIMITED (incorporated in the Isle of Man under company registration number 000593V) of 2A Lord Street, Douglas, Isle of Man, IM1 2BD ("the Owner")

(2) AVIVA COMMERCIAL FINANCE LIMITED (Co. Regn. No. 2559391) of Sentinel House, 37 Surrey Street, Norwich NR1 3UY "the Mortgagee")

TO:

(3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP ("the Council")

1. WHEREAS

- 1.1 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.
- 1.2 The Owner is registered at the Land Registry as the leasehold owner of the Property under Title Number NGL874583 and has an interest in the Property of 999 years from 29th September 1994 subject to a charge to the Mortgagee. The interest of the Owner is therefore that of a virtual freeholder.
- 1.3 The Mortgagee has a legal charge over the Property dated 5 December 2006 and enters into this Deed to give its consent to the same.
- 1.4 The Planning Application was submitted to Council and the Planning Application was refused on 4 February 2016.
- 1.5 The Owner and the Mortgagee has submitted the Appeal to the Secretary of State.
- 1.6 The Owner and the Mortgagee enters into this Deed in order to regulate the Development and the use of the Property
- 1.7 As local highway authority the Council has indicated to the Owner that it considers the Highways Works to be carried out pursuant to this Deed 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 | “the Appeal” | shall mean the appeal to the Secretary of State against the Council’s refusal of the Planning Application given reference number APP/X5210/W/16/3147078 |
| 2.3 | “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 |
| 2.4 | “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 |
| 2.5 | “the Deed” | this Planning Obligation made pursuant to Section 106 of the Act; |
| 2.6 | “the Certificate of Practical Completion” | the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed; |
| 2.7 | “the Construction Apprentice Default Contribution” | the sum of a sum being £7,500 (seven thousand five hundred pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision; |
| 2.8 | “the Construction Apprentice Support Contribution” | the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council to support the recruitment and training of a construction apprentice; |
| 2.9 | “Construction Management Plan” | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council’s Considerate Contractor Manual 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):-

- (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 any demolition of existing buildings or structures on the Property and the building out of the Development;
- (b) incorporation of the provisions set out in the First Schedule annexed hereto;
- (c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (d) 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);
- (e) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (f) 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.

2.10 "the
Construction
Phase"

the whole period between:

- (a) the Implementation Date; and
- (b) the date of issue of the Certificate of Practical Completion

2.11	"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;
2.12	"Crossrail"	means the rail link authorised by the Crossrail Act 2008 and providing a rail link from Reading in the west through to Essex and Kent in the east;
2.13	"the Crossrail Contribution"	the sum of £72,853 (seventy two thousand eight hundred and fifty three pounds) being the amount calculated in accordance with the Crossrail SPG towards the cost of implementing Crossrail to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be transferred on by the Council in event of receipt to TfL to be used towards the cost of implementing Crossrail;
2.14	"the Crossrail SPG"	means the document entitled Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail and the Mayoral Community Infrastructure Levy published by the Mayor of London in April 2013;
2.15	"the Cycle Hire Docking Station Contribution"	the sum of £200,000 (two hundred thousand pounds) being the amount calculated in accordance with the terms of this Deed to be paid by the Owner to the Council and to be transferred on by the Council in event of receipt to TfL to be used towards the cost of providing a docking station for approximately 36 cycle hire docking points;
2.16	"the Development"	The change of use of part ground floor and basement levels -4 and -5 from Car Park (sui generis) to 166 bedroom hotel (Class C1), including alterations to ground floor elevations on Great Russell Street and Adeline Place in accordance with the Planning Application;
2.17	"the Employment and Training Plan"	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 5.1 of this Deed through (but not be limited to) the following:- <ul style="list-style-type: none"> (a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less

than one week before promoting more widely;

- (b) to ensure a 20% local employment target during the Construction Phase;
- (c) to ensure the provision of no less than three construction apprentices during the Construction Phase;
- (d) make provision during the Construction Phase for no less than 1 work placement for 14-16 years year olds;
- (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;
- (f) ensure delivery of a minimum of two end use apprenticeships during the Construction Phase;
- (g) commit to following the Local Procurement Code

2.18 "the Energy Efficiency and Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the Energy Strategy and BREEAM Pre-Assessment dated May 2015 prepared by Hoare Lea and submitted as part of the Planning Application;
- (b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (c) a building management system being an

electronic system to monitor the Development's heating cooling and the hours of use of plant;

- (d) measures to enable future connection to a local energy network at the boundary of the Property;
- (e) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (f) measures to secure a post Construction Phase review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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
- (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;

2.19 "the Highways Contribution"

The sum of £35,160 (thirty five thousand one hundred and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) removal of the two existing vehicle crossovers;

- (b) retention of smoke outlets along Adeline Place;
- (c) repaving of the carriageway on Adeline Place with the retention of all current street furniture;
- (d) repaving and repair works to the Public Highway following the carrying out of the Development; and
- (e) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs;

2.20 "the Hotel Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the hotel to include (but not be limited to) the following:

- (a) a code of conduct to be made available to each new guest of the hotel setting out the standards by which the guests of the hotel are expected to conduct themselves both within the hotel and the local area with a view to ensuring the behaviour of guests of the hotel both on and off the Property causes minimum impact on or disruption to local residents;
- (b) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (c) a procedure for instances where antisocial behaviour by guests arises on or in proximity to the Property including provisions for policing incidents of noise and anti-social behaviour both on and off the Property;
- (d) details of the maximum length of time persons

may be accommodated in hotel;

- (e) measures to ensure the hotel will be staffed 24 hours a day with a dedicated reception area and office located in the main entrance reception area;
- (f) measures to ensure that there is employed and in place a security guard between the hours of 7pm and 7am for the purposes of preventing or minimising any disturbance within the neighbourhood of the Property which might be associated with persons staying or visiting the premises at the Property
- (g) nature of responsibility for daily upkeep cleaning and monitoring of communal facilities;
- (h) details of dissemination of information to guests of the hotel; and
- (i) any further information regarding the day to day management of the hotel which the Council may reasonably require.

2.21	"the Inspector"	Shall mean an inspector appointed by the Secretary of State to determine the Appeal;
2.22	"the Implementation Date"	the carrying out on the Property pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Act other than (for the purposes of this Deed and for no other purpose) operations consisting of the site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, construction of roads and means of access, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;
2.23	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway;

2.24	"the Local Employment and Training Contribution"	the sum of £7,990 (seven thousand nine hundred and ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council in the event of receipt towards employment needs in the London Borough of Camden;
2.25	"the Local Procurement Code"	the code annexed as the second schedule to this Deed;
2.26	"the London Living Wage"	Means an hourly rate of pay, calculated according to a combination of the costs of living in London and 60 per cent of the median wage in accordance with the 2015 Living Wage Report;
2.27	"Occupation"	shall mean occupation of the Development for the purposes permitted by the Planning Permission and shall not include day time occupation by workmen involved in the construction of the Development the use of Property for sales purposes for use as temporary offices or for the storage of plant and material and "Occupy" and "Occupied" shall be construed accordingly;
2.28	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly;
2.29	"the Parties"	mean the Owner and the Mortgagee ;
2.30	"the Pedestrian Cycling and Environmental Contribution"	the sum of £133,500 (one hundred and thirty three thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development;
2.31	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 13 July 2015
2.32	"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 21.1 hereof;
2.33	"the Planning Permission"	a planning permission granted for the Development ;

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| 2.34 | "the Property" | that part of the land known as 112 Great Russell Street London WC1B 3NP as shown edged red on the plans annexed hereto; |
| 2.35 | "the Public Highway" | any carriageway footway and/or verge adjoining the Property maintainable at public expense |
| 2.36 | "the Public Open Space Contribution" | the sum of £104,746 (one hundred and four thousand seven hundred and forty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development |
| 2.37 | "Secretary of State" | Shall mean the Secretary of State for Communities and Local Government |
| 2.38 | "the Servicing Management Plan" | <p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant):-</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area; (b) details of the person(s) responsible for directing and receiving deliveries to the Property; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) expected hours of loading and unloading of vehicles related to the Development; (e) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts; (f) likely size of delivery/servicing vehicles |

proposed to attend the Property and identification of where each type of vehicle will stop to service the Development;

- (g) swept path diagrams identifying where and how HGVs will manoeuvre into and out of and within the Property (such swept path diagrams shall demonstrate that vehicles will have a sufficient turning area to be able to both enter and exit the Property in forward gear;
- (h) likely nature of goods to be delivered;
- (i) proposed routes to and from on-street servicing bays to the building/service access where relevant;
- (j) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;
- (k) 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;
- (l) statement setting out how servicing movement to the Property can be combined and/or reduced to minimize traffic and service vehicle activity at the Property; and
- (m) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing;

2.39 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving

		<p>a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and</p> <p>(c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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;</p>
2.40	"the Travel Plan Monitoring Contribution"	the sum of £6,020 (six thousand and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development;
2.41	"the Travel Plan Coordinator"	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;
2.42	"the Travel Plan"	<p>a plan setting out a 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 Third Schedule</p>

hereto;

- (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;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (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;
- (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; and
- (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

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

- 3.1 This Deed is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, 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 Deed and shall not be taken into account in its construction of interpretation;
- 3.5 Save for the provisions of clauses 1, 2, 3, 20, 21, 22, 23 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the grant of the Planning Permission and the Implementation Date;
- 3.6 The Parties save where the context states otherwise shall include their successors in title;
- 3.7 This Deed is conditional upon:
- (a) The grant of the Planning Permission;; and
 - (b) Confirmation by an Inspector or the Secretary of State in the decision notice pursuant to the Appeal that this Deed is in compliance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 and material weight in the decision making process has been given to it;
- 3.8 If in determining the Planning Appeal, the Secretary of State or his Inspector (save unless the Secretary of State expressly disagrees with his inspector) expressly states in his decision letter that any of the planning obligations contained in this Deed (or relevant part of a planning obligation) cannot by virtue of Regulation 122 or 123(2) of the Community Infrastructure Levy Regulations 2010 (as amended) constitute a reason for granting planning permission then the relevant planning obligation(s) (or part of the planning obligations as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with it/them.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

5. EMPLOYMENT AND TRAINING PLAN

- 5.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan;

- 5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect;
- 5.3 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;
- 5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

6. LOCAL EMPLOYMENT

- 6.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.
- 6.2 In order to facilitate compliance with the requirements of clause 6.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-
- (a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
 - (b) 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;
 - (c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Construction Phase 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

- (d) 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;
- 6.3 The Owner shall ensure that at all times during the Construction Phase no less than three construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-
 - (a) recruited through the Kings Cross Construction Centre;
 - (b) employed for a period of not less than 52 weeks or until the end of the Construction Phase if shorter than 52 weeks; and
 - (c) paid at a rate not less than the London Living Wage.
- 6.4 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;
- 6.5 Notwithstanding the provisions in clauses 6.3 and 6.4 (above) of this Deed, 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;
- 6.6 If the Owner is unable to provide the apprentices in accordance with Clause 6.3 of this Deed 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 Support Contribution (based on the each individual apprentice placement) has been paid in full.
- 6.7 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 one end use apprentice always ensuring the apprentice shall be:-
 - (a) recruited in liaison with the Council's Economic Development Team;
 - (b) be resident in the London Borough of Camden;

- (c) be paid an amount at least equivalent to the London Living Wage;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development.

7. LOCAL PROCUREMENT

- 7.1 Prior to Implementation to agree a programme during the Construction Phase 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;
- 7.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code;
- 7.3 To ensure that throughout the Construction Phase 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;
- 7.4 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.

8. CONSTRUCTION MANAGEMENT PLAN

- 8.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan;
- 8.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect;
- 8.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network;

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

9. LOCAL EMPLOYMENT AND TRAINING CONTRIBUTION

- 9.1 On or prior to the Implementation Date to pay to the Council the Local Employment and Training Contribution;
- 9.2 Not to Implement or to permit Implementation until such time as the Council has received the Local Employment and Training Contribution.

10. HIGHWAYS CONTRIBUTION

- 10.1 On or prior to the Implementation Date to:-
- (a) pay to the Council the Highways Contribution in full; and
 - (b) submit to the Council the Level Plans for approval.
- 10.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (a) received the Highways Contribution in full; and
 - (b) approved the Level Plans as demonstrated by written notice to that effect;
- 10.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

11. PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

- 11.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution;
- 11.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution.

12. SUSTAINABILITY PLAN

- 12.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan;
- 12.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect;
- 12.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property;
- 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 Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan unless otherwise agreed in writing with the Council.

13. HOTEL MANAGEMENT PLAN

- 13.1 On or prior to the Implementation Date to submit to the Council for approval the Hotel Management Plan.
- 13.2 Not to Implement nor permit Implementation until the Hotel Management Plan has been approved by the Council as demonstrated by written notice to that effect;
- 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 Hotel Management Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Hotel Management Plan unless otherwise agreed in writing with the Council.

14. PUBLIC OPEN SPACE CONTRIBUTION

- 14.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution;
- 14.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

15. TRAVEL PLAN

15.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

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

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full;

15.3 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 unless otherwise agreed in writing with the Council.

16. CROSSRAIL CONTRIBUTION

16.1 On or prior to the Implementation Date to pay to the Council the Crossrail Contribution;

16.2 Not to Implement or to permit Implementation until such time as the Council has received the Crossrail Contribution.

17. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

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

17.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect;

17.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property;

- 17.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan unless otherwise agreed in writing with the Council.

18. CYCLE HIRE DOCKING STATION CONTRIBUTION

- 18.1 On or prior to the Implementation Date to pay to the Council the Cycle Hire Docking Station Contribution;
- 18.2 Not to Implement or to permit Implementation until such time as the Council has received the Cycle Hire Docking Station Contribution.

19. SERVICING MANAGEMENT PLAN

- 19.1 On or prior to the Implementation Date to submit to the Council for approval the Servicing Management Plan;
- 19.2 Not to Implement nor permit Implementation until the Servicing Management Plan has been approved by the Council as demonstrated by written notice to that effect;
- 19.3 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 Servicing Management Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Servicing Management Plan unless otherwise agreed in writing with the Council .

20. CAR FREE DEVELOPMENT

- 20.1 To ensure that prior to occupying any 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 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.

- 20.2 Not to occupy or use (or permit the occupation or use of) any unit (being 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).
- 20.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 20.1 and 20.2 in this Agreement shall continue to have effect in perpetuity.
- 20.4 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 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 20.1 and 20.2 of this Agreement.

21. NOTICE TO THE COUNCIL/OTHER MATTERS

- 21.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place;
- 21.2 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 21.1 hereof quoting the Planning Permission reference 2015/3605/P the date upon which the Development is ready for Occupation.
- 21.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable written 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;
- 21.4 If satisfied as to the compliance of the Owner in respect of any obligation in this Deed the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial

compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation;

- 21.5 Submission of any plan for approval by the Council under the terms of this Deed 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 Deed and citing the specific clause of this Deed to which such plan relates quoting the Planning Permission reference 2015/3605/P;
- 21.6 Payment of the Highways Contribution pursuant to Clause 10 of this Deed 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 Deed and citing the specific clause of this Deed to which such contribution relates quoting the planning reference 2015/3605/P. Electronic Transfer be made directly to the 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;
- 21.7 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner;
- 21.8 Any sums referred to in this Deed as payable under this Deed shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Deed a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

X

- 21.9 All sums payable to the Council under this Deed 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.
22. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 22.1 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 Deed and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Deed and shall cite the clause of the Deed 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/3605/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;
- 22.2 This Deed is registrable as a Local Land Charge;
- 22.3 Nothing contained or implied in this Deed 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;
- 22.4 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Deed 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;
- 22.5 For the avoidance of doubt the provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this Deed has been dated;
- 22.6 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Deed shall forthwith determine and cease to have effect.

23. MORTGAGEE EXEMPTION

- 23.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Property shall continue in full force and effect but subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be

bound by the obligations as if it were a person deriving title from the Owner.
For the avoidance of doubt in the event that the Mortgagee becomes a mortgagee in possession of the Property it shall in no circumstances be liable for any subsisting breaches of the obligations at that time and its liability shall cease once it has disposed of its interest in the Property.

24. **RIGHTS OF THIRD PARTIES**

- 24.1 Save for the obligations relating to the payment of the Crossrail Contribution under clause 16 which shall be enforceable by TfL the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

IN WITNESS whereof the Owner and Mortgagee have executed this Deed on the day and year first before written

EXECUTED AS A DEED BY
CENTRAL LONDON INVESTMENTS LIMITED
acting by a Director and its Secretary
or by two Directors

)
)
)
)

.....
Director

.....
Director/Secretary

EXECUTED as a DEED (but not delivered until the date inserted above) by

AS ATTORNEY FOR
AVIVA COMMERCIAL FINANCE LIMITED

In the presence of

Signature of witness Barbara Meek

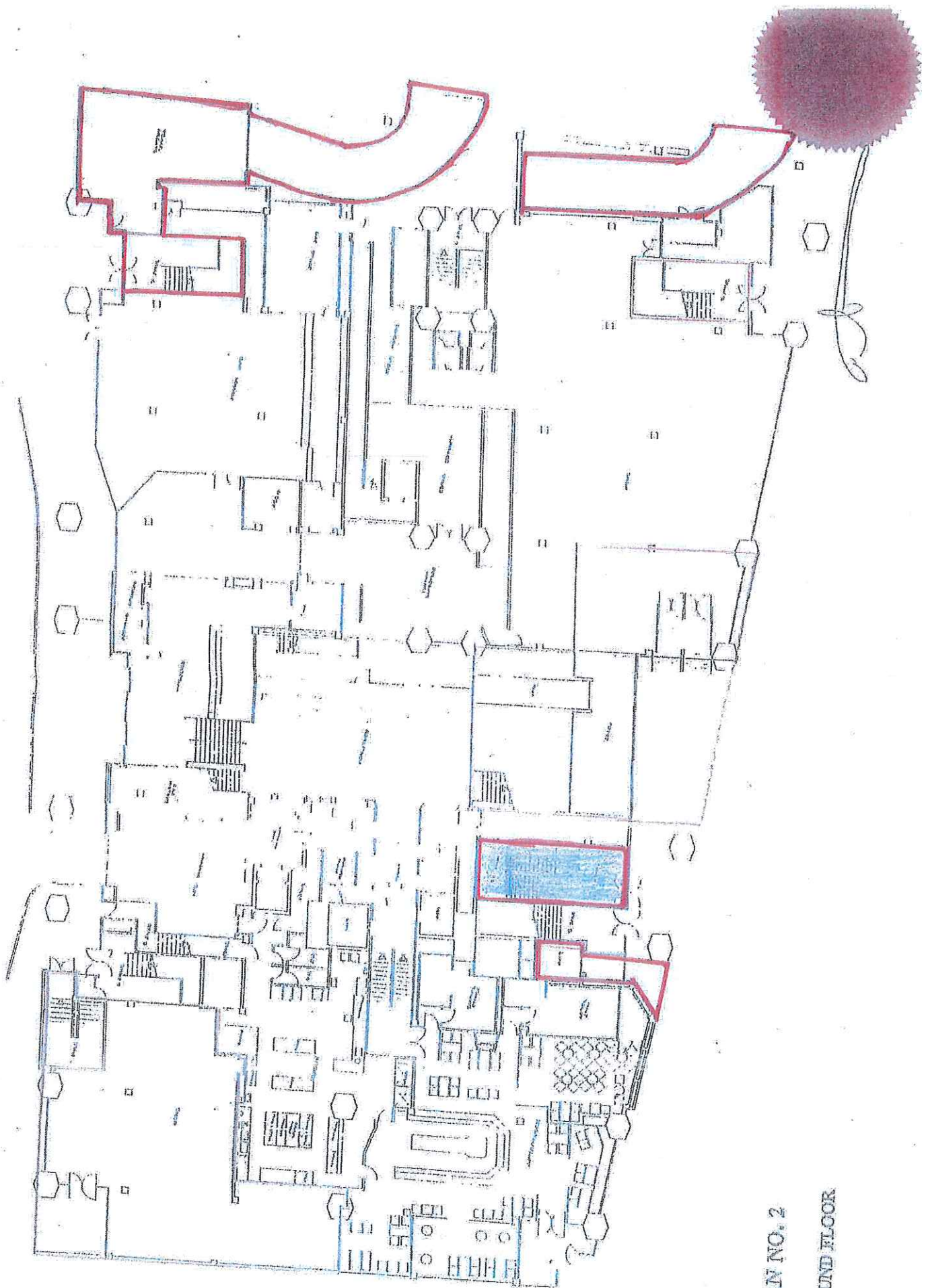
Name of witness BARBARA MECK

Address of witness Carrara 0, Surrey Street
Norwich NR1 3UY

Occupation of witness Administrative Assistant

)
)
)
)

Griener-GB

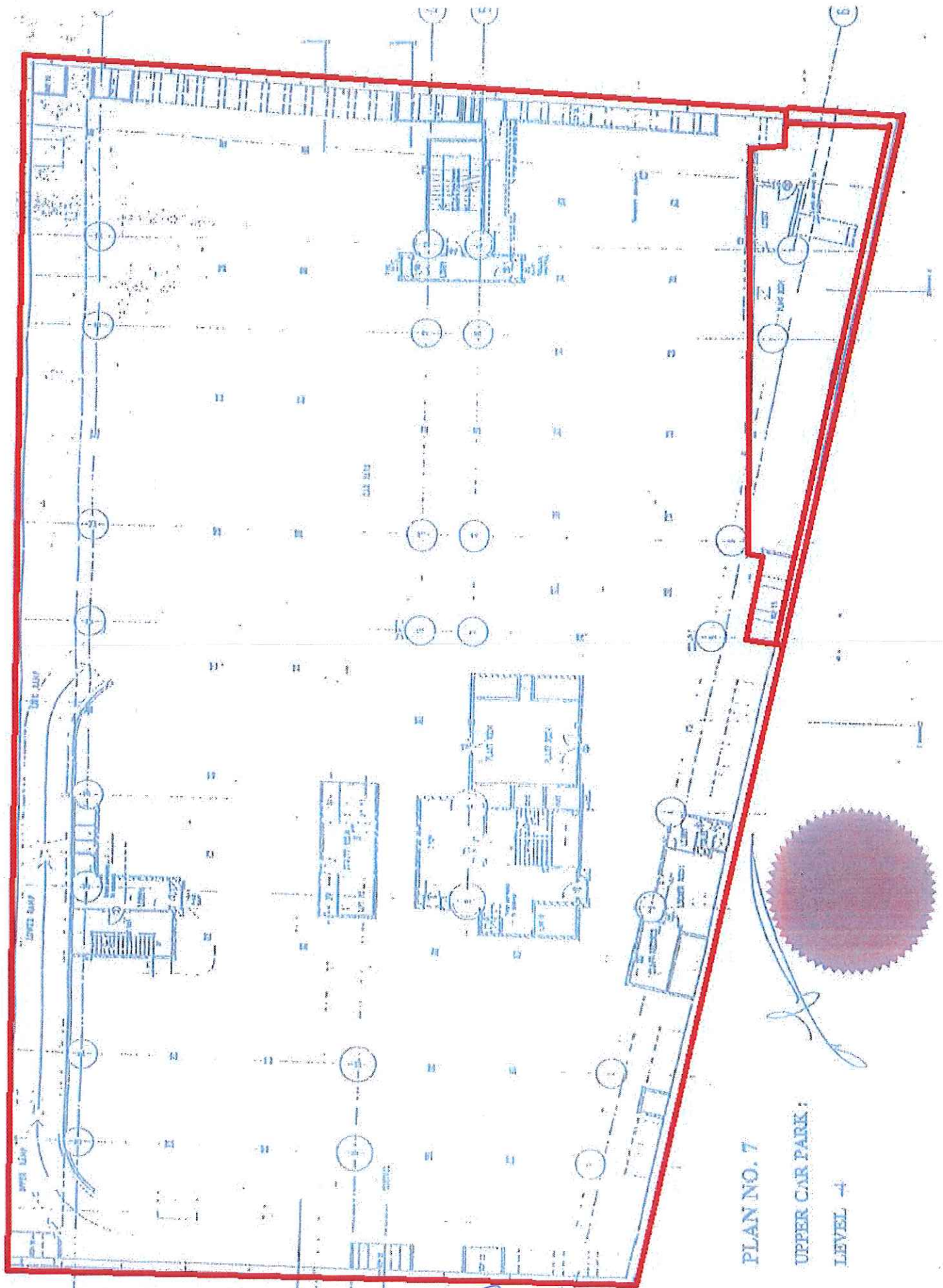


PLAN NO. 2

GROUND FLOOR

Jimmy
Bwaly

Grubbs

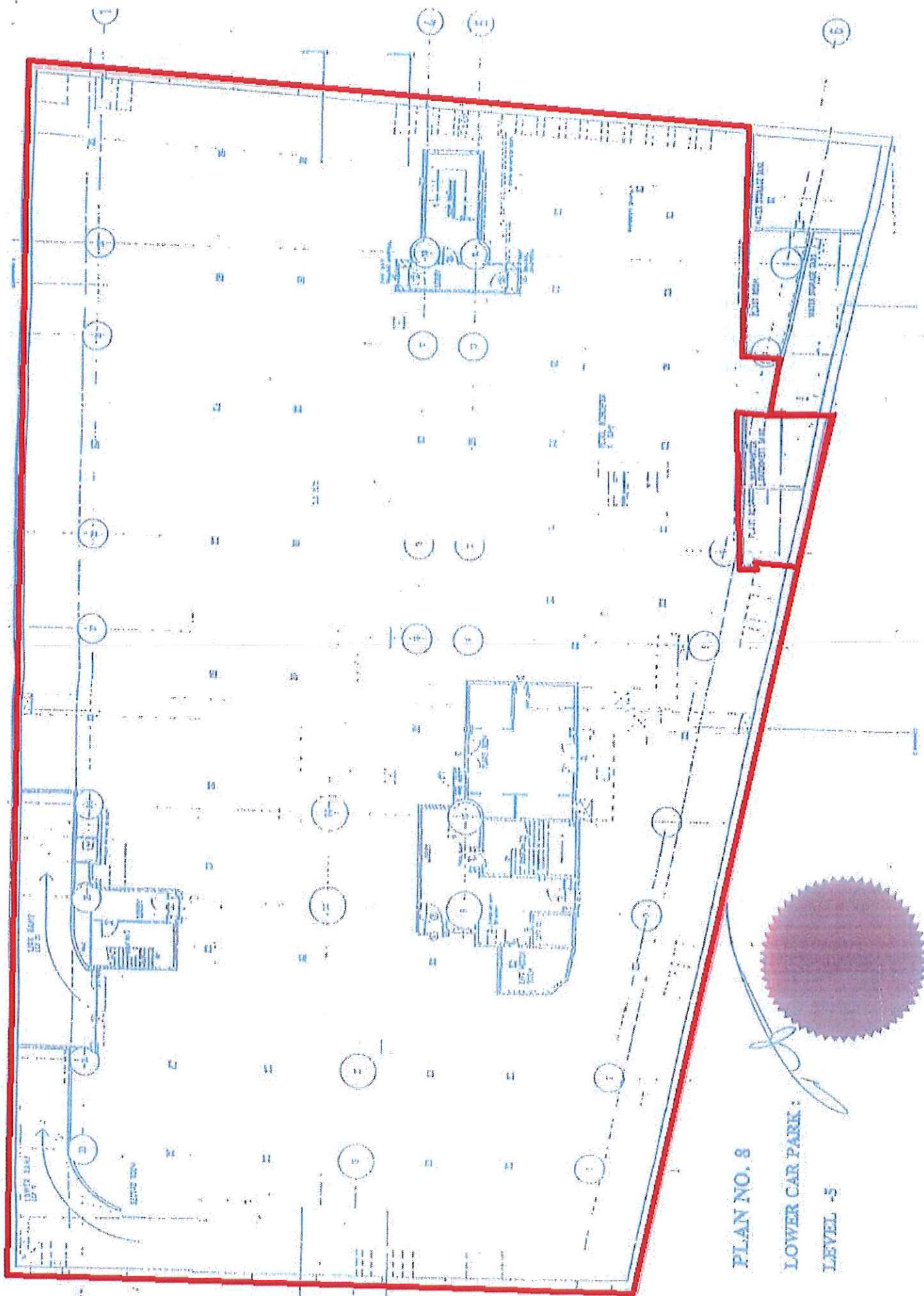


PLAN NO. 7

UPPER CAR PARK:

LEVEL 4

Tommy
Cowan
G. W. 1953



PLAN NO. 8

LOWER CAR PARK:

LEVEL -5

J. M. G. 1963
G. M. G. 1963

SCHEDULE 1

CONSTRUCTION MANAGEMENT PLAN

HIGHWAY MEASURES

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

1. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
2. Proposed start and end dates for each phase of construction.
3. The proposed working hours within which vehicles will arrive and depart.
4. The access arrangements for vehicles.
5. Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative effects of construction on the highway. A map of the TLRN can be downloaded from the following site:-

http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf

6. Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
7. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
8. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

9. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
10. Details of proposed parking bays suspensions and temporary traffic management orders.
11. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
12. Details of hoarding required or any other occupation of the public highway.
13. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
14. Details of how traffic associated with the Development will be managed in order to reduce congestion.
15. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
16. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
17. Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
18. Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
19. Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual".

20. Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
21. All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- 21.1 Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 21.2 All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar;
- 21.3 All vehicles associated with the construction of the Development must:
- (a) Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted;
 - (b) Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre;
 - (c) Have a Class VI Mirror;
 - (d) Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
22. Any other relevant information with regard to traffic and transport.
23. The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

SCHEDULE 2

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 November 2010). 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 with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) 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 Owner s 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

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:

3. ACTIONS & RESPONSIBILITIES OF MAIN CONTRACTOR

- 3.1 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;
- 3.2 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;
- 3.3 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:
 - (a) all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - (b) the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - (c) All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

- 3.4 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;
- 3.5 The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code;
- 3.6 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.

4. ACTIONS AND RESPONSIBILITIES OF SUB-CONTRACTORS

- 4.1 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);
- 4.2 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 :
 - (a) All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - (b) All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

5. 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.

SCHEDULE 3

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/www.nationalrail.co.uk);
- (c) Consider provision of interest-free annual season ticket/travel card 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 trip;
- (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) 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.

9. **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.

10. **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.

11. **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.

12. **IMPLEMENTATION**

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

13. **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.