

DATED 12TH APRIL 2022

(1) DERWENT VALLEY PROPERTY DEVELOPMENTS LIMITED

and

(2) LMS OFFICES LIMITED

and

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

A G R E E M E N T

relating to land known as

**Network Building (95-100 Tottenham Court Road),
76-80 Whitfield Street) and 88 Whitfield Street, London W1T 4TP**

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972;

Section 1(1) of the Localism Act 2011 and

Section 278 of the Highways Act 1980

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

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CLS.1800.1842.JL

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THIS AGREEMENT is made the 12th day of April 2022

BETWEEN:

- A. **DERWENT VALLEY PROPERTY DEVELOPMENTS LIMITED** (Co. Regn. No. 02148266) whose registered office is at 25 Saville Row, London W1S 2ER (hereinafter called "Derwent") of the first part
- B. **LMS OFFICES LIMITED** (Co. Regn. No. 05308784) whose registered office is at 25 Saville Row, London W1S 2ER (hereinafter called "LMS") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 Derwent is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL644850 .
- 1.2 LMS is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL778069.
- 1.3 Derwent and LMS are the freehold owners of and is interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to together as "the Owner".
- 1.4 The Property is subject to existing leasehold interests registered at the Land Registry. It is intended for any lease to be determined prior to Commencement of the Development. The Owner is prepared to accept an obligation that it will not Commence or permit Commencement of the Development or otherwise take any steps to carry out the Development until such time as the any existing leasehold interests in the Property have determined and such lessee has permanently vacated the Property as more particularly described in clause 4 of this Agreement.

- 1.5 A planning application for the Development of the Property was submitted to the Council and validated on 2 December 2020 and the Council resolved to grant permission conditionally under reference number 2020/5624/P subject to conclusion of this legal Agreement.
- 1.6 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.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended);
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act;
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been practically completed

2.4	"the Commencement of Demolition Date"	the date of commencement of the Development by the carrying out of a material operation as defined in Section 56 of the Act (including by way of the Demolition Works but which is not a Preparatory Operation) and references to "Commencement" and "Commence" shall be construed accordingly;
2.5	"Demolition Works"	the works comprising the taking down of structures, clearance and removal of the Existing Buildings (or any part thereof but excluding internal non-structural works of removal) at the Property which are to be demolished pursuant to the Development;
2.6	"the Development"	Outline application for demolition of office building (95-100 TCR & 76-80 Whitfield St) and 7 flats (88 Whitfield Street) and construction of a new building to provide for a maximum of 17746 sqm (GIA) of 'commercial business and service' floorspace (use Class E) along with details of access, scale and landscaping and other works incidental to the application pursuant to the Planning Permission. Details of layout and appearance are reserved.
2.7	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement;
2.8	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act which is not a Preparatory Operation or Demolition Works and references to "Implementation" and "Implement" shall be construed accordingly;
2.9	"Life-Science Building"	the building out and use of the Development as a lab-enabled life-science building pursuant to a Reserved Matters Application following a notification by the Owner pursuant to paragraph 1 of Part 2 of Schedule 3;

2.10	"Occupation Date"	the date when any part of the Development is occupied but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly;
2.11	"Office Building"	the building out and use of the Development as an office building pursuant to a Reserved Matters Application following a notification by the Owner pursuant to paragraph 1 of Part 2 of Schedule 3;
2.12	"the Parties"	mean the Council the Owner;
2.13	"Plan 1"	the plan showing the Property annexed at Schedule 2
2.14	"Plan 2"	the plan showing Tottenham Mews annexed at Schedule 2
2.15	"Plan 3"	the plan showing the Service Yard annexed at Schedule 2
2.16	"Plan 4"	the plan showing the Stopping Up Area annexed at Schedule 2
2.17	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 2 December 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/5624/P subject to conclusion of this Agreement;
2.18	"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;
2.19	"the Planning Permission"	a planning permission granted pursuant to the Planning Application for the Development substantially in the draft

		form annexed hereto;
2.20	"Preparatory Operation"	an operation or item of work of or directly connected with or ancillary to archaeological investigation, remediation works associated with decontamination, exploratory boreholes, site clearance, the erection of fences and hoardings, construction of temporary access and service roads, preliminary landscaping diversion, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media and utilities and other works or site establishment preparatory to the commencement of construction, including operations permitted by the Town and Country Planning (General Permitted Development) Order 2015 (as amended);
2.21	"the Property"	the land known as Network Building (95-100 Tottenham Court Road), 76-80 Whitfield Street) and 88 Whitfield Street, London W1T 4TP the same as shown outlined in red on Plan 1;
2.22	"Reserved Matters Application"	One or more applications for reserved matters approval to be submitted by the Owner to the Council pursuant to the Permission;
2.23	"Reserved Matters Approval"	a consent or consents granted by the Council pursuant to the Reserved Matters Application;
2.24	"Tottenham Mews"	the property situated at 14-19 Tottenham Mews, London W1T 4AA the same as shown outlined in red on Plan 2;
2.25	"Tottenham Mews Development"	the erection of a six storey building (and basement) to provide office (use Class E) at part ground and basement levels and self-contained flats (use class C3) at ground and floors one to five; with associated landscaping, cycling parking and enabling works pursuant to the Tottenham

			Mews Permission and in accordance with the Tottenham Mews Section 106 Agreement;
2.26	"Tottenham Owner"	Mews	"the Owner" as defined in the Tottenham Mews Section 106 Agreement;
2.27	"Tottenham Permission"	Mews	means the planning permission for the Tottenham Mews Development granted pursuant to planning application reference 2020/5633/P;
2.28	"Tottenham Section Agreement"	Mews 106	the agreement entered into between the parties pursuant to section 106 of the Act dated the same date as this Agreement in relation to the Tottenham Mews Development and the Tottenham Mews Permission.

NOW THIS DEED WITNESSETH as follows:-

3. CONSTRUCTION OF THIS DEED

- 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, and 6, 7, 8 and 9 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 a "car free" development in accordance with paragraph 5 of Part 1 to Schedule 3 of this Agreement for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

- 4.1 The Owner hereby covenants with the Council to perform the obligations stated to be given on behalf of the Owner set out within Schedule 3 as planning obligations for the purposes of the 1990 Act and as covenants under Section 16 of the Greater London Council (General Powers) Act 1974 and Section 111 of the Local Government Act 1972.
- 4.2 The Owner undertakes to the Council not to Commence or permit the Commencement of Demolition or otherwise take any steps to carry out the Development until it has demonstrated to the Council's reasonable satisfaction that either:

- 4.2.1 any existing leasehold interests in the Property as at the date of this Deed have been determined or have otherwise come to an end and such lessee has ceased to have any legal or equitable interest in the Property and has permanently vacated the Property; or
- 4.2.2 any existing leasehold interests in the Property as at the date of this Deed have entered into a confirmatory deed under Section 106 of the Act with the Council covenanting in identical terms to the terms of this Agreement or on such other terms as approved by the Council in writing

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council:
 - 5.1.1 on or prior to the Commencement of Demolition Date specifying that Commencement of the Development has taken or is about to take place;
 - 5.1.2 on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place;
 - 5.1.3 within 7 days following the date of issue of the Certificate of Practical Completion in accordance with clause 5.2;
 - 5.1.4 on or prior to the date of first Occupation of the Development specifying the date that Occupation of the Development has taken or is about to take place; and
 - 5.1.5 completion of the Residential Units in accordance with paragraph 1 of Part 4 of Schedule 3.
- 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 the Planning Permission reference 2020/5624/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall 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 provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do certify formally in writing (as opposed to merely confirm in correspondence) and subject to payment of a fee of £1,000 in respect of each such request shall 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 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 2020/5624/P.
- 5.7 Payment of any contribution pursuant to Schedule 3 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 2020/5624/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and 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.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall

specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2020/5624/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its monitoring fees and proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from it 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.
- 6.9 In relation to any payment made by the Owner to the Council under this Agreement:
- 6.9.1 the Council shall not use any part of that payment otherwise than for the purpose for which it is stated to be paid in this Agreement; and
- 6.9.2 the Council shall upon reasonable written request by the Owner provide to the Owner a summary of how any such payment has been used and of how much remains unspent (PROVIDED THAT the Owner is not permitted to make such a request more than once)
- 6.9.3 the balance of any financial contribution paid to the Council by the Owner under this Agreement which has not been spent or committed to be spent within 10 years after the date on which it has been paid to the Council shall on written request be repaid by the Council to the party that paid the contribution

7. **MORTGAGEE EXEMPTION**

- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
DERWENT VALLEY PROPERTY)
DEVELOPMENTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....

Director


.....

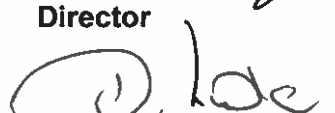
Director/Secretary

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EXECUTED AS A DEED BY)
LMS OFFICES LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....


Director


.....

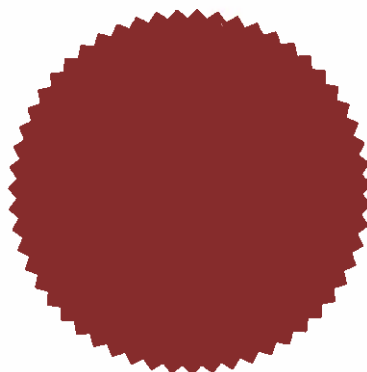
Director/Secretary

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


.....

Authorised Signatory



Andrew Maughan
Borough Solicitor

SCHEDULE 1

The Permission

The draft planning permission attached hereto

Application ref: 2020/5624/P
Contact: Gavin Sexton
Tel: 020 7974 3231
Email: Gavin.Sexton@camden.gov.uk
Date: 9 March 2022

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

DP9
100 Pall Mall
London
sw1y 5nq

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Outline Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:

**Network Building (95-100 Tottenham Court Road &
76-80 Whitfield Street) and
88 Whitfield Street
London
W1T 4TP**

Proposal:

Outline application for demolition of office building (95-100 TCR & 76-80 Whitfield St) and 7 flats (88 Whitfield Street) and construction of a new building to provide for a maximum of 17746 sqm (GIA) of 'commercial business and service' floorspace (use Class E) along with details of access, scale and landscaping and other works incidental to the application. Details of layout and appearance are reserved.

Drawing Nos: Proposed Outline Parameter Plans :

Prefix: 13538-A-: L-1-07-099 Basement Plan Rev01, L00-07-100 Ground Floor Plan Rev01, L01-07-101 First Floor Plan Rev01, L02_L06-07-102_106 Second - Sixth Floor Plan (Typical) Rev01, L08-07-108 Eighth Floor Plan Rev01, L09-07-109 Roof Plan Rev01;

Proposed Outline Parameter Elevations and Sections :

Prefix 13538-A-: E01-07-140 East Elevation Rev01, E02-07-141 South Elevation Rev01, E03-07-142 West Elevation Rev01;

Control Documents:

Revised Development Specification 28 May 2021 V2; Design guidelines (as contained in Design & Access Statement Outline Application Rev 01) ;

Supporting drawings:

Existing drawings : 13538-A-LXX-03-001 Site Location & Proposed Site Plans; Prefix 13538-A-: LG-01-099 Basement Floor Plan, L00-01-100 Rev 1 Ground Floor Plan, L01-01-101 First Floor Plan, L02_L03-01-102_103 Second & Third Floor Plan, L04-01-104 Fourth Floor Plan, L05-01-105 Fifth Floor Plan, L06-01-106 Sixth Floor Plan, L07-01-107 Seventh Floor Plan, RF-01-108 Roof Plan, S01-01-110 North / South Section 01, S02-01-111 North / South Section 02, S03-01-112 East / West Section 01, E00-01-120 East Elevation, E01-01-121 South Elevation, E02-01-122 West Elevation, E03-01-123 East Elevation (Cypress Place), E04-01-124 North Elevation (Cypress Place);
Demolition drawings: 13538-A-L08-02-100 Demolition Plan; 13538-A-E01-02-110 Demolition Elevation - Howland Street;

Supporting documents:

Archaeological desk-based assessment Issue 2 11/11/20 by MOLA; Energy Statement The Network Building Issue 01 (30 October 2020) by TtT; Air Quality Assessment: J4320A/1/F3 19 November 2020 air Quality Consultants; Preliminary Ecological Appraisal Issue 2.0 10/11/20 by The Ecology Consultancy; Arboricultural Impact Assessment April 2021 ref 200914-PD-11 by Tim Moya Associates; Tree Schedule 200914-PD-10 (BS5837) by Tim Moya Associates; Tree survey 200914-P-10 Sept 2020; Daylight and sunlight report by Point 2 Surveyors Nov 2020 v: Planning V1 ref : P1618; Plant Noise Assessment 27891/PNA1/OA.Rev1 19/11/20 by Hann Tucker; GLA WLC Template_TNB Office_V4_by TFT;
GLA_WLC_assessment_template_TFT_v4 Life Science; Circularity Strategy Table 1 of Appendix 2 of completed GLA Circular Economy Guidance table; Fire Statement Rev: 3 Issued: 6/08/21 by Norman Disney & Young; Access Statement by Proudlock Associates, Nov 2020; Surface Water Drainage Statement rev P2 10.05.21 by Elliottwood; Transport Statement Nov 2020 by Caneparo Associates; Sustainability Statement [200151/DVPL] by TFT 2020; Financial Viability Assessment with Appendices 1-7 by DS2 18 May 2021; Health Impact Assessment by WYG Final Nov 2020; Heritage Statement and Townscape and Visual Impact Assessment by Donald Insall Associates Nov 2020; Construction Management Plan (and Proforma) Version 1 19/10/20 by Caneparo Associates; Workplace Travel Plan by Caneparo Associated Nov 2020; Statement of Community Involvement by Concilio; Planning Statement by DP9 Nov 2020.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

1 Reserved Matters Approval

No part of the Development hereby approved in outline shall be commenced until details of (a) Appearance and (b) Layout (the "Reserved Matters") have been submitted to and approved in writing by the Local Planning Authority.

Applications for approval of the Reserved Matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this Decision Notice.

The development must be begun not later than either three years from the date of this permission or two years from the final approval of the first Reserved Matters application, whichever is the later.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

2 Control and support drawings & documents

The development hereby permitted and all Reserved Matters applications made pursuant to condition 1 shall be in accordance with the approved plans and documents below, other than where those details are altered pursuant to the requirements of the conditions of this planning permission:

Proposed Outline Parameter Plans :

Prefix: 13538-A-: L-1-07-099 Basement Plan Rev01, L00-07-100 Ground Floor Plan Rev01, L01-07-101 First Floor Plan Rev01, L02_L06-07-102_106 Second - Sixth Floor Plan (Typical) Rev01, L08-07-108 Eighth Floor Plan Rev01, L09-07-109 Roof Plan Rev01;

Proposed Outline Parameter Elevations and Sections :

Prefix 13538-A-: E01-07-140 East Elevation Rev01, E02-07-141 South Elevation Rev01, E03-07-142 West Elevation Rev01;

Control Documents:

Revised Development Specification 28 May 2021 V2; Design guidelines (as contained in Design & Access Statement Outline Application Rev 01) ;

Supporting drawings:

Existing drawings : 13538-A-LXX-03-001 Site Location & Proposed Site Plans; Prefix 13538-A-: LG-01-099 Basement Floor Plan, L00-01-100 Rev 1 Ground Floor Plan, L01-01-101 First Floor Plan, L02_L03-01-102_103 Second & Third Floor Plan, L04-01-104 Fourth Floor Plan, L05-01-105 Fifth Floor Plan, L06-01-106 Sixth Floor Plan, L07-01-107 Seventh Floor Plan, RF-01-108 Roof Plan, S01-01-110 North / South Section 01, S02-01-111 North / South Section 02, S03-01-112 East / West Section 01, E00-01-120 East Elevation, E01-01-121 South Elevation, E02-01-122 West Elevation, E03-01-123 East Elevation (Cypress Place), E04-01-124 North Elevation (Cypress Place); Demolition drawings: 13538-A-L08-02-100 Demolition Plan; 13538-A-E01-02-110 Demolition Elevation - Howland Street;

Supporting documents:

Archaeological desk-based assessment Issue 2 11/11/20 by MOLA; Energy Statement The Network Building Issue 01 (30 October 2020) by Tft; Air Quality Assessment: J4320A/1/F3 19 November 2020 air Quality Consultants; Preliminary Ecological Appraisal Issue 2.0 10/11/20 by The Ecology Consultancy; Arboricultural Impact Assessment April 2021 ref 200914-PD-11 by Tim Moya Associates; Tree Schedule 200914-PD-10 (BS5837) by Tim

Moya Associates; Tree survey 200914-P-10 Sept 2020; Daylight and sunlight report by Point 2 Surveyors Nov 2020 v: Planning V1 ref : P1618; Plant Noise Assessment 27891/PNA1/OA.Rev1 19/11/20 by Hann Tucker; GLA WLC Template_TNB Office_V4_by TFT; GLA_WLC_assessment_template_TFT_v4 Life Science; Circularity Strategy Table 1 of Appendix 2 of completed GLA Circular Economy Guidance table; Fire Statement Rev: 3 Issued: 6/08/21 by Norman Disney & Young; Access Statement by Proudlock Associates, Nov 2020; Surface Water Drainage Statement rev P2 10.05.21 by Elliottwood; Transport Statement Nov 2020 by Caneparo Associates; Sustainability Statement [200151/DVPL] by TFT 2020; Financial Viability Assessment with Appendices 1-7 by DS2 18 May 2021; Health Impact Assessment by WYG Final Nov 2020; Heritage Statement and Townscape and Visual Impact Assessment by Donald Insall Associates Nov 2020; Construction Management Plan (and Proforma) Version 1 19/10/20 by Caneparo Associates; Workplace Travel Plan by Caneparo Associated Nov 2020; Statement of Community Involvement by Concilio; Planning Statement by DP9 Nov 2020.

Reason: Any change to the development from the particulars assessed as above might have an impact which has not been identified and assessed. To ensure that the Development is undertaken in accordance with the approved drawings and documents, and otherwise conforms to the principles of sustainable development as described in the National Planning Policy Framework 2019

3 Outline parameters: Uses and floorspace permitted

The quantum of built floorspace shall not exceed the maximum floorspace figures specified below in respect of each permitted land use:

- (a) 17225 sqm (GIA) of commercial, business and service uses within Class E(g)(i) (Offices to carry out any operational or administrative functions) and E(g)(ii) (research and development of products or processes);
- (b) 521 sqm (GIA) of retail within class E(a) and/or food & drink for consumption (mostly) on the premises within E(b);
- (c) The total amount of floorspace in the Development shall not exceed 19974qm GEA as stated in the approved Development Specification.

Reason: To ensure that the Development is carried out in accordance with the approved plans and other submitted documents and to ensure that the quantum of floorspace remains within the approved parameters.

4 Reserved Matters: Basement Impact Assessment

Applications for Reserved Matters shall be accompanied by a Detailed Basement Impact Assessment which demonstrates that

- a. the finished floor level of the basement would be no deeper than 6.7m below ground level;
- b. the basement dimensions accord with the parameter plans as approved; and
- c. the basement proposals would not cause harm to neighbouring properties and the structural, ground, and water conditions of the area.

All works of basement design and construction shall be carried out in accordance with the detailed Basement Impact Assessment thus approved.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the structural, ground and water conditions of the general area in accordance with the requirements of policy A5 of the London Borough of Camden Local Plan 2017.

5 Reserved Matters: Energy details

Applications for Reserved Matters shall be accompanied by a Detailed Energy Statement which sets out how the development has followed the first three stages of the energy hierarchy (Be Lean, Be Clean, Be Green) and estimates the regulated CO2 emissions and savings achieved at each stage of the hierarchy.

All works of basement design and construction shall be carried out in accordance with the detailed Energy Statement thus approved.

Reason: To ensure that the development is designed to minimise the effects of climate change and meet the highest feasible environmental standards in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan 2017.

6 Reserved Matters : Design and Access statement

Applications for approval of Reserved Matters pursuant to this permission shall be accompanied by a Design Statement which

- a. explains the underlying approach of the design and explain how it addresses each of the Design Guidelines (as contained in Design & Access Statement Rev 01); and
- b. demonstrates how the principles of inclusive design, including the specific needs of disabled people, have been integrated into the development and how inclusion will be maintained and managed by the development, in accordance with the advice and guidance set out in the Access Statement by Proudlock Associates Nov 2020..

All inclusive measures and features (including those which go beyond Building Regulation requirements such as inclusive facilities management) shall be implemented in accordance with the details thus approved.

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

7 Reserved Matters : Cycle facilities

Applications for Reserved Matters shall include details of how the development would achieve the level of cycle parking set out in Table 10.2 of the London Plan and its supporting paragraphs, including facilities for disabled cyclists and supporting facilities, and how the facilities would be designed and laid out in

accordance with the guidance contained in the London Cycling Design Standards.

The development shall not be occupied until such time as the cycle parking and associated facilities this approved have been installed and made available for use. All such facilities shall be retained and maintained thereafter.

Reason: To ensure a comprehensive and sustainable development and in order to provide satisfactory provision for cyclists in the development in accordance with policy T5 of the London Plan and T1 of the Camden Local Plan 2017.

8 Retail floorspace

Within the area identified as Class E (a-b) on the parameter plans, the development shall provide floorspace of no less than 487sqm GIA of uses within Class E (A retail) and (B sale of food and drink for consumption on the premises) in accordance with the Development Specification and the floorspace shall be retained in retail/food & drink uses for the lifetime of the development.

No more than one shop unit and 50% of the Class E (a/b) floorspace thus provided shall be in food & drink use.

The ground floor of all retail Class E (a) uses shall at all times include a shop front display to the street.

Reason: To ensure that the Development is carried out in accordance with the approved plans and other submitted documents and to safeguard the character, function, vitality and viability of the area and to secure an active retail frontage to assist with passive surveillance and pedestrian activity along Tottenham Court Road in accordance with policies G1, A1, TC1 and TC2 of the Camden Local Plan 2017.

9 This condition is intentionally left blank

10 External fixtures

No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, cctv cameras, television aerials, light fixtures or satellite dishes shall be fixed or installed on the external face of the buildings, other than those shown on the drawings approved as part of Reserved Matters planning approvals.

Reason: In order to safeguard the appearance of the buildings and the character and appearance of the wider area in accordance with the requirements of Policies D1 and D2 of the Camden Local Plan 2017.

11 Lighting strategy

Prior to commencement of the relevant part of the development, a lighting strategy for the building and details of light fittings and fixtures to the exterior of

the building and to all internal areas within 3m of the external glazing, shall be submitted to and approved in writing by the local planning authority.

The strategy shall be developed with input from a specialist lighting engineer accredited by the Institute of Lighting Engineers and shall incorporate (inter alia) consideration of the impact of the lighting design on contributing to reducing crime, residential properties around the site, maintenance, whole life cost and energy use.

Reason: To maintain a high quality of amenity and a safe environment, in accordance with Policies D1 and A3 of the Camden Local Plan 2017.

12 LVMF height restrictions

The height of development within the bounds of LVMF strategic view 2B.1 (Parliament Hill towards the Palace of Westminster) shall not exceed the relevant limits 1-6 set out in the Roof Parameter Plan description of the Development Massing Design Guideline 4.3.5. (as found in the Design & Access Statement rev 1).

No temporary or permanent structures or fixtures shall be present above the parapet line of the building at 59.01m AOD with the exception of the items identified in Design Guideline 4.3.5 (as found in the Design & Access Statement rev 1).

Reason: In order to ensure that roof top accretions do not detract from the appearance of the building, does not detract from the visual amenity of the area and does not infringe or harm protected viewing corridors passing over the application site in accordance with policies D1 (Design) and D2 (Heritage) of the Camden Local Plan 2017 and Policy HC4 London View Management Framework.

13 Nesting birds

No vegetation and built structures potentially suitable as a bird habitat shall be removed except outside of the bird nesting season (Feb-August inclusive).

Where this is not possible, an ecologist shall be engaged to assess any vegetation and built structures for active signs of nesting and in the event a nest is found an appropriate exclusion zone should be implemented around it until the young have fledged.

Reason: In order to safeguard protected and priority species, in accordance with the requirements of Policy A3 of the Camden Local Plan 2017.

14 Tree protection

Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the Arboricultural Impact Assessment by Tim Moya Associates dated April 2021 ref: 200914-PD-11.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with BS5837:2012 and with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the Camden Local Plan.

15 Landscaping & biodiversity

Full details of hard and soft landscaping, including a detailed strategy for sustainable maintenance, shall be submitted to and approved in writing by the local planning authority before the relevant part of the development commences.

The details shall identify how the development complies with the Urban Green Factor target of 0.3, and incorporates the recommendations of the Preliminary Ecological Appraisal (Issue 2.0 10/11/20 by The Ecology Consultancy) including:

- a. Wildlife planting to include native species and/or species of recognised wildlife value;
- b. Use of good horticultural practice including use of peat-free composts, mulches and soil conditioners;
- c. A prairie style of border planting for areas of planting beds to enhance the site for birds and bats;
- d. Installation of bird boxes for declining species such as house sparrow and starling; and
- e. Use of bespoke invertebrate habitats.

All such measures shall be installed/carried out in accordance with the details thus approved and maintained in accordance with the maintenance strategy.

Any areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: In order to ensure a good quality of amenity and to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policies A1, A3 and D1 of the Camden Local Plan 2017.

16 Living roofs

The building shall incorporate no less 581sqm of green roof of which no less than 370sqm shall be intensive living roof with a substrate of 150-300mm.

Prior to commencement of the building superstructure, full details in respect of the living roofs shall be submitted to and approved in writing by the local planning authority.

Such details shall be incorporate the recommendations of the Preliminary Ecological Appraisal (Issue 2.0 10/11/20 by The Ecology Consultancy), including :

- a. a specification which is be drawn up by a company with a proven track record in delivering these features in London;
- b. Any biodiverse green roof should support at least 25 plant species of value to wildlife;
- c. Consideration of combining biodiverse roof with photovoltaic panels (biosolar roof); and
- d. following UK standards (GRO, 2014) and include additional habitat features such as deadwood and varying substrate depths, habitat bricks, temporary pools and deadwood/log piles to provide habitat for a range of insects and birds including black redstart.

And shall also include:

- e. a detailed maintenance strategy;
- f. details of construction and the materials used and sections at a scale of 1:20 showing substrate depth and where appropriate incorporating peaks and troughs to provide variations in habitat; and
- g. full planting details including species showing planting of at least 16 plugs per m2.

Prior to first occupation the living roofs shall be completed in accordance with the details thus approved and shall thereafter be maintained in accordance with the approved maintenance strategy.

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

17 LUL infrastructure protection

Prior to the commencement of development, confirmation that agreement has been reached between the developer and London Underground on the detailed design and method statements for each stage of the development and demolition, shall be submitted to and approved in writing by the local planning authority.

The detailed design and method statements shall address each stage of the development for demolition and shall:

- a. Include details on all structures, including foundations, basement and ground floor structures and any other structures below ground level, including piling (temporary and permanent);
- b. demonstrate how the development accommodates the location of the existing London Underground structures and tunnels;
- c. accommodate ground movement arising from the construction thereof; and

d. mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements.

No part of the development shall be occupied until such time as all structures and works required by the agreed design and method statements are completed in their entirety.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with policy T3 of the Local Plan 2017 and London Plan policy T3.

18 Basement engineer

No development shall commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with a design which has been checked and approved by a building control body.

Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development.

Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

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

19 Terraces hours of use

The use of any roof terraces associated with the development shall not be carried out outside the following times :

0730-2100 Mondays to Saturdays and
0830-2000 on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the nearest residential properties and the area generally in accordance with the requirements of policies G1, A1, A4 and TC2 of the London Borough of Camden Local Plan 2017.

20 Plant Noise

The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 10dBA, by 15dBA where the source is tonal,

as assessed according to BS4142:1997 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To safeguard the amenities of neighbouring noise sensitive receptors in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

21 No audible music played on terrace

No music shall be played on the roof terraces in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, D1, A1, and A4 and TC1 and TC2 of the London Borough of Camden Local Plan 2017.

22 Vibration

Prior to use, machinery, plant or equipment at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

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

23 Plant associated with Retail/Food & Drink uses

Prior to commencement of any hot food cooking in the Class E (b) food & drink floorspace hereby approved, details of how the kitchen extract systems associated with the uses would be ducted to a high level, shall be submitted to and approved in writing by the Local Planning Authority.

Such details shall also include details of the ventilation and filtration equipment to suppress and disperse fumes and/or smells created from cooking activities on the premises.

No primary cooking shall take place within the relevant premises unless all such measures as approved have been installed and are in full working order.

The equipment and any associated odour or noise mitigation measures shall be installed in accordance with the details thus approved and shall thereafter be maintained in accordance with the manufacturers' recommendations.

In the event of no satisfactory ventilation being provided, no primary cooking shall take place in the relevant premises.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4 and TC4 of the Camden Local Plan 2017.

24 Energy monitoring

Prior to implementation, accurate and verified estimates of the 'be seen' energy performance indicators for the consented development, (see the 'Planning stage' chapter of the GLA 'Be seen' energy monitoring guidance document) shall be submitted to the GLA's monitoring portal in accordance with the 'Be seen' energy monitoring guidance.

Prior to first occupation, updated accurate and verified estimates of the 'be seen' energy performance indicators for each reportable unit of the development (as per the methodology outlined in the 'As-built stage' of chapter of the GLA 'Be seen' guidance) shall be uploaded to the GLA's monitoring portal, alongside all data and supporting evidence. The submission shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators (as outlined in the 'In-use stage' chapter of the guidance document).

Upon completion of the first year of occupation following the end of the defects liability period and for the following four years, the legal Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each reportable unit of the development as per the methodology outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document. All data and supporting evidence should be uploaded to the GLA's monitoring portal. This condition will be satisfied after the legal Owner has reported on all relevant indicators included in Chapter 5 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document for at least five years.

Reason: In order to ensure that actual operational energy performance is minimised and demonstrate compliance with the 'be seen' post-construction monitoring requirement of Policy SI 2 of the London Plan.

25 Circular Economy

The development shall be designed and constructed in accordance with the Circular Economy Strategy as set out in Table 1 of Appendix 2 of the GLA Circular Economy Guidance table.

Reason: In order to ensure resource conservation, waste reduction, increased material re-use and recycling, and reductions in waste going for disposal in accordance with circular economy principles in accordance with policies CC2 (Adapting to climate change) and CC5 (waste) of the London Borough of Camden Local Plan and Policy S17 (Reducing waste and supporting the circular economy) of the London Plan.

26 Whole of life carbon

Prior to first occupation and following completion of the building (upon commencement of RIBA Stage 6), the post-construction Whole Life-Cycle Carbon (WLC) Assessment shall be submitted to the Greater London Authority (GLA) using the GLA's WLC assessment template in line with the criteria set out in the GLA's WLC Assessment Guidance and should be submitted along with any supporting evidence required by the guidance.

Reason: In order to minimise the effects of climate change and encourage all developments to meet the highest feasible environmental standards in accordance with policies CC1 (Climate change mitigation) and CC2 (adapting to climate change) of the London Borough of Camden Local Plan and Policy SI 2 (Minimising greenhouse gas emissions) of the London Plan.

27 Mechanical Ventilation

Prior to commencement of the superstructure, full details of the mechanical ventilation system including air inlet locations and a scheme of maintenance shall be submitted to and approved by the local planning authority in writing.

Air inlet locations should be located away from busy roads and any other emission sources and as close to roof level as possible, to protect internal air quality.

All such measures shall be put in place prior to first occupation of the development and shall thereafter be maintained in accordance with the approved details.

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

28 Air Quality Monitoring (construction)

Air quality monitoring should be implemented on site. No development shall take place until

- a. prior to installing at least 2 monitors, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they will be installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance; and
- b. prior to commencement of development, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

The monitors shall be retained and maintained on site for the duration of the works of demolition and construction, in accordance with the details thus approved.

Reason: To safeguard the amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

29 Emergency generators

Prior to commencement of the superstructure, details of the emergency generators shall be submitted to and approved by the Local Planning Authority in writing.

Such details to include :

- a. consideration of alternative low-NOx/renewable energy technologies and
- b. specification, type, emission details, location and exhaust mechanisms for the chosen plant.

Emergency plant and generators hereby permitted may be operated only for essential testing, except when required by an unplanned/unforeseen loss of power.

Testing of emergency plant and generators hereby permitted may be carried out only for up to one hour in a calendar month, and only during the hours 09.00 to 17.00 hrs Monday to Friday and not at all on public holidays.

Noise emitted from any emergency plant and generators hereby permitted shall not increase the representative/typical assessed background noise level (expressed as the lowest 24 hour LA90, 15 mins) by more than 10 dB one metre outside any premises.

The maintenance and cleaning of the equipment shall be undertaken in accordance with manufacturer's specifications.

Reason: To safeguard the amenity of adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan Policies.

30 Construction machinery

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

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of Policies A1, A4 and CC4 of the Camden Local Plan 2017.

31 Sustainable Urban Drainage (SUDs)

The development shall provide rain water storage in a blue roof with a minimum of 125 cubic metres of storage volume, collecting from a minimum catchment area of 1550sqm.

Prior to commencement of the superstructure, full details of the sustainable drainage system for the building shall be submitted to and approved in writing by the local planning authority, including details to demonstrate:

- a. System design to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water;
- b. Blue roof runoff rate of no more than 2.7litres/second; and
- c. A lifetime maintenance strategy.

All such systems as approved shall be installed prior to first occupation of the development, and thereafter retained and maintained in accordance with the approved maintenance strategy.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies

32 Rainwater Harvesting feasibility

Prior to commencement of the superstructure, a feasibility study into providing a greywater harvesting system in the development shall be submitted to and approved in writing by the local planning authority.

The study shall include evidence of detailed consideration of:

- a. The design and cost of the system;
- b. cost savings for owner/occupier over a 10 -20 year period;
- c. projected grey water generation;
- d. projected demand for use of grey water;
- e. water savings as a result of the grey water system;
- f. a maintenance strategy; and
- g. payback for the system.

Where the study finds the system to be feasible, having had regard to the above considerations, it shall be installed prior to first occupation in accordance with the submitted details and it shall be retained thereafter and maintained in accordance with the approved maintenance strategy.

Reason: To reduce the consumption of in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies.

33 Waste Water infrastructure

Prior to first occupation of the development, details confirming that the developer has reached agreement with Thames Water (or the relevant statutory undertaker) on the waste water infrastructure needs of the development, shall be submitted to and approved in writing by the local planning authority. The confirmation details shall demonstrate that either

1. Waste water infrastructure capacity exists off site to serve the development,
- or

2. A development and infrastructure phasing plan has been agreed with Thames Water, or
3. All wastewater network upgrades required to accommodate the additional flows from the development have been completed.

Where a development and infrastructure phasing plan is agreed under (2), the development shall not be occupied other than in accordance with the agreed development and infrastructure phasing plan.

Reason: To ensure that the waste water infrastructure has sufficient capacity to cope with additional demand, in order to safeguard the amenities of the area generally, in accordance with the requirements of policies A1 (Managing the impact of development) and CC3 (Water and Flooding) of the Camden Local Plan 2017.

34 Surface Water infrastructure

Prior to first occupation of the development, details confirming that the developer has reached agreement with Thames Water (or the relevant statutory undertaker) on the surface water infrastructure needs of the development, shall be submitted to and approved in writing by the local planning authority.

The confirmation details shall demonstrate that either

1. all surface water network upgrades required to accommodate the additional flows from the development have been completed; or
2. a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied.

Where a development and infrastructure phasing plan is agreed under (2), the development shall not be occupied other than in accordance with the agreed development and infrastructure phasing plan.

Reason: To ensure that the surface water infrastructure has sufficient capacity to cope with additional demand, in order to safeguard the amenities of the area generally, in accordance with the requirements of policy A1 (Managing the impact of development) and CC3 (Water and Flooding) of the Camden Local Plan 2017.

35 Piling Methodology

No piling shall take place until details confirming that the developer has reached agreement with Thames Water (or the relevant statutory undertaker) on the piling method statement for the development, has been submitted to and approved in writing by the local planning authority.

The piling method statement to be agreed shall detail the depth and type of piling to be undertaken, the equipment to be used, and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works.

All piling carried out as part of the development must be undertaken in accordance with the terms of the agreed piling method statement.

Reason: To safeguard the existing public sewer infrastructure, controlled waters and the structural stability of the neighbouring structures, in accordance with the requirements of policies A5 and CC3 of the Camden Local Plan 2017.

36 Contaminated Land

Prior to commencement of the basement floor slab, a verification report demonstrating that the contamination remediation works set out in chapters 8 and 9 of the 'Geotechnical and Geo-environmental Interpretative Report Rev 0 October, 2020 by CGL' are complete, shall be submitted to approved in writing by the local planning authority.

Any investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11 / now LCRM). In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

37 Waste and recycling

Prior to commencement of the superstructure, details of the location, design and method of waste storage and removal including recycled materials, for each permitted use in the development, shall be submitted to and approved by the local planning authority in writing.

Prior to first occupation of each permitted use, the relevant facilities shall be provided as approved and made available for use by the occupiers of the premises. The facilities shall thereafter be retained and the space shall not be used for any other purpose.

Reason: In order to ensure adequate facilities are available and in order to support resource conservation, waste reduction, increased material re-use and recycling, and reductions in waste going for disposal in accordance with circular economy principles in accordance with policies CC2 (Adapting to climate change) and CC5 (waste) of the London Borough of Camden Local Plan and Policy S17 (Reducing waste and supporting the circular economy) of the London Plan.

38 Fire Strategy

No works shall commence to the building envelope/facades until a Fire Strategy has been submitted to and approved in writing by the Local Planning Authority.

The Fire Strategy shall be based on the Fire Statement v3 by Norman Disney & Young (dated 06/08/21) and shall be produced by an independent third party suitably qualified assessor, which shall detail

1. the building's construction, methods, products and materials used;
2. the means of escape for all building users : stair cores, escape for those who are disabled or require level access together with the associated evacuation strategy;
3. features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans;
4. access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed; ongoing maintenance and monitoring;
5. how provision will be made within the site to enable fire appliances to gain access to the building; and
6. ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The development shall not be implemented other than in accordance with the Fire Statement thus approved.

Reason: In order to provide a safe and secure development in accordance with policy D12 of the Publication London Plan 2020.

Informative(s):

1 Construction management

You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at <https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.

2 CIL

This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.

- 3 The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation and construction methods .

- 4 Works to LB Camden owned and managed tree are to take place by the council's term tree contractors only, contact should be made with the council's tree team via trees@camden.gov.uk.

- 5 Thames Water underground assets:

The proposed development is located within 15 metres of our underground waste water assets and as such we would like the following informative attached to any approval granted. "The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

- 6 There are water mains crossing or close to your development. Thames Water do NOT permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>

- 7 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 8 Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.
- 9 You are reminded of the need to accord with the requirements of the Health & Safety Executive about the potential risk to future occupiers from exposure to radon gas in the basement.
- 10 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 11 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 12 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

A handwritten signature in black ink, appearing to read 'DPope', is positioned above the printed name.

Daniel Pope
Chief Planning Officer

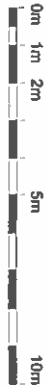
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and such dimensions to be his responsibility.
Report all drawing errors, omissions and discrepancies to the
architect.

Drawings for Planning to be used in conjunction with Piercy&Company
Outline Scope of Works and Design Access Statement

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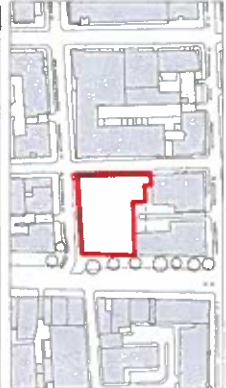
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- Application Site Location
- Proposed Building Footprint
- Site Boundary Line (Title Plan)
- Planning Application Site Extent

APL ML
N.S.
DL

0 25/11/20 Issued for Planning
Rev Date Description



The Network Building

Project The Network Building
Client Derwent London
Date 29/11/2020 Scale Half scale at A3
As indicated at A1

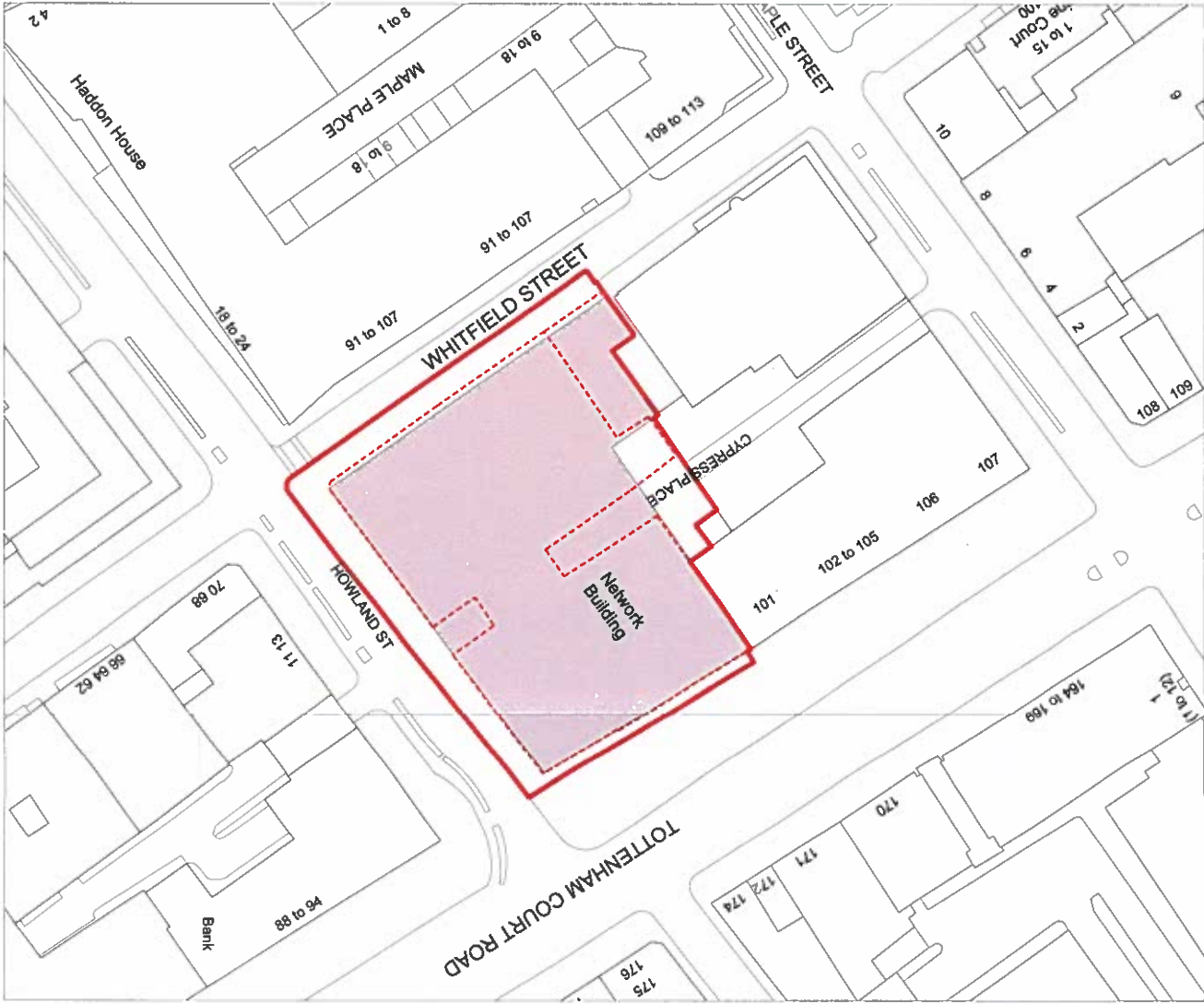
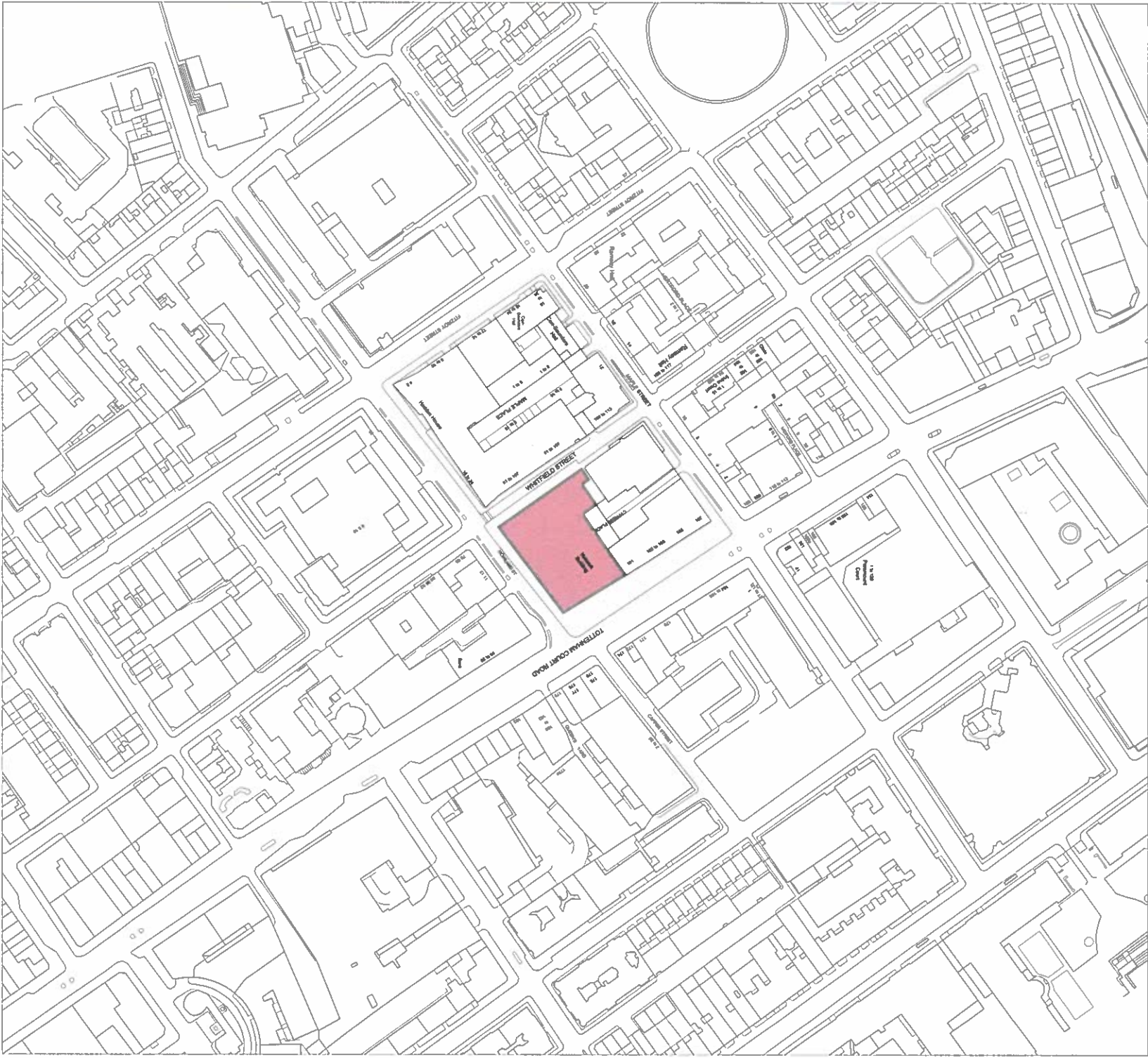
Site Location Plans

Drawn FZ Checked AN Approved

Drawing Status Planning
Project 13538 Discipline A Level LXX Series 03 Draw No 001 Rev 0

The Centre Building
39 Plender Street
London NW1 0DT
Telephone 444 (0)20 7427 9611
info@piercyandco.com
www.piercyandco.com

Piercy&Company



1 Site Location Plan 1:1250

2 Proposed Site Plan 1:500

Notes
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APL
JL
DL

Rev Date Description



Project 14 - 19 Tottenham News

Client Derwent London

Date 24/11/20

Scale 1:250@A1

Scale 1:500@A3

Site Plan

Drawn by KC
Checked by VP
Approved by ML

Drawing Status

Project	Discipline	Level	Series	Dwg No	Rev.
13565	A	L00	01	002	

The Caparo Building
35 Piccadilly Street
London W1N 1DT
Telephone 020 7434 9611
Email info@piercyandcompany.com
Website www.piercyandcompany.com

Piercy & Company



Maple Street



Notes

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Drawing: For Planning to be used in conjunction with Piercy&Company Outline Scope of Works and Design Access Statement

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Key

- Site Boundary Line
- Proposed Massing at Ground Floor Level
- Extent of Service Yard (Cube + Network Buildings)

NOTE: Landscape designs shown in the parameter plans are indicative

AW

DL



Rev Date Description

Project The Network Building

Client

Derwent London

Date

16 Nov 2021 Scale 1:200 at A1

Service Yard Plan

Drawn	Checked	Approved
AW	AN	

Drawing Status

Project	Discipline	Level	Series	Drawn By	Rev
13538	A	L00	07	210	

The Centro Building
39 Pender Street
London NW1 0DT
Telephone 443 (0)20 7427 5611

info@piercyandco.com
www.piercyandco.com

Piercy&Company

Maple Street



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Drawings 'For Planning' to be used in conjunction with Piercy&Company Outline Scope of Works and Design's Access Statement Declaration

This document may be viewed in an editable digital CAD format to enable others to use it as background information to the design process. It is not intended to be used as a final design. It is for those parties making such alterations and/or additions to ensure that they make use of current background information.

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Key

- Site Boundary Line
- Proposed Massing at Ground Floor Level
- Extent of Cypress Place Stopping-up

NOTE: Landscape designs shown in the parameter plans are indicative

Handwritten signature: A. L. G. v.

Rev Date Description



The Network Building

Client

Derwent London

Date

16 Nov 2021

Scale

1:200 at A1

Stopping-up Plan

Drawn

Checked

Approved

Drawn

Checked

Approved

Project

13538

Discipline

A

Level

L00

07

Draw No

200

Rev

-

The Centro Building
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www.piercyandco.com

Piercy&Company

SCHEDULE 3

PART 1

DEMOLITION, CONSTRUCTION, TRANSPORT, HIGHWAYS OBLIGATIONS

RELEVANT DEFINITIONS

"Basement Approval in Principle Application" means an application or applications to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter

"Basement Approval in Principle Contribution" means the sum of £1,584.01 (one thousand five hundred and eighty four pounds and one pence) plus VAT per Basement Approval in Principle Application 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

"Business Parking Bay" means 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;

"Business Parking Permit" means 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

"Construction Management Plan" means a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 4 to this Agreement 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 the 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 and the building out of the Development;

- b) proposals to avoid and/or mitigate any likely adverse effects on the Fitzroy Square, Bloomsbury and Charlotte Street Conservation Areas features;
- c) proposals to demonstrate how the construction would protect the operation of buses on Tottenham Court Road
- d) measures to address any additional issues that may arise in connection with other developments approved/underway within 1,000 metres of the Property and to complete the Council's Cumulative Impact Areas in Central London Statement and Checklist;
- e) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- f) 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);
- g) specific measures to ensure free movement and safety of cyclists are maintained throughout the Construction Phase, with such measures to be notified to and consulted on by the Camden Cycle Campaign prior to approval;
- h) the inclusion of a waste management strategy for handling and disposing of construction waste;
- i) details of consultation with local residents, businesses and local groups including (if the Council considers necessary having regard to the local impact of the construction works) convening a Construction Working Group in respect of matters relating to works associated with the Construction Phase so as to minimise unreasonable disruption damage to amenity and environmental effects on the local

community arising from the construction of the Development so far as reasonably practicable; and

- j) 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

“Construction Management Plan Bond” means 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 paragraph 2 of this Part 1 of this Schedule 3 to this Agreement 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

“the Construction Management Plan Implementation Support Contribution” means the sum of £28,520 (twenty eight thousand five hundred and twenty 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

“Construction Phase” means the whole period between

- (a) the Commencement of Demolition Date and
- (b) the date of issue of the Certificate of Practical Completion

“Construction Working Group” means a working group to be convened in accordance with the requirements of paragraph 3 of this Part 1 of this Schedule 3 to this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to works associated with the Construction Phase so as to minimise unreasonable disruption damage to amenity and environmental effects on the local community arising from the construction of the Development so far as reasonably practicable

“the Council’s Considerate Contractor Manual” means 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

"Cycle Hire Contribution" means the sum of £120,000 (one hundred and twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by Council in the event of receipt towards new TfL 30-dock cycle hire stands in the vicinity of the Development

"Development Delivery Plan" means the plan setting out the proposed construction programme for the Development and the Tottenham Mews Development including indicative key demolition, construction and delivery milestones and the intended dates for first Occupation of each part of the Development (and as may be varied from time to time)

"Existing Buildings" means the buildings existing on the Property as at the date of this Agreement

"Highways Contribution" means the sum of £153,188.11 (one hundred and fifty three thousand one hundred and eighty eight pounds and eleven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the following works to the public highway (**"the Highways Works"**):-

- (a) repair due to construction damage, landscaping or reinstatement of affected road and footway surfaces;
- (b) re-installation of footways adjacent to the Development, with associated drainage, kerbs etc;
- (c) re-paving the public highway adjacent to the site;
- (d) 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 and does not include enhancements such as lighting etc.

“Level Plans” means the plans demonstrating the levels at the interface of the Development at the boundary of the Property and the Public Highway

“the Pedestrian and Environmental Improvement Contribution” means the sum of £370,586 (three hundred and seventy thousand five hundred and eighty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards environmental, pedestrian, cycling and public realm improvements in the vicinity of the Property, with special consideration given to (subject to consultation by the Council) greening the streetscape and where possible incorporating rain gardens, planting street trees, closing the west end of Chitty Street, pavement build-outs on Charlotte Street and Whitfield Street, and relocating parking bays where possible to support greening initiatives (and “Pedestrian and Environmental Improvement Works” shall be construed accordingly)

“Public Highway” any carriageway footway and/or verge adjoining the Property maintainable at public expense

“Service and Waste Management Plan” a plan submitted by the Owner and approved by the Council (as may be varied by agreement between the Parties from time to time) setting out a package of measures to be adopted by or on behalf of the Owner for the management of the deliveries, servicing and waste/recycling management to/at the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Development;
- (c) measures taken to ensure that staff will not be allowed (or are unable) to receive personal deliveries to the Development;
- (d) measures to seek to avoid a number of delivery vehicles arriving at the same time and to coordinate a scheduled delivery booking system between occupiers of the building, and liaison with the relevant facilities management in the Qube building, with consideration of dwell times and capacity of the service yard;

- (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (f) likely nature of goods to be delivered;
- (g) the likely size of the delivery vehicles delivering to the Development;
- (h) 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;
- (i) measures taken to address servicing movements on and around the Development with a view inter alia to combining and/or reducing servicing deliveries and waste collection and sustainable freight and minimise the demand for the same;
- (j) provision of swept path drawings to ascertain manoeuvring when entering and exiting;
- (k) details of waste storage and collection for all occupiers of the building (and for the avoidance of doubt this includes the retail units) and which shall be prepared in consultation with the Council's Environmental Services (waste and recycling) before submission;
- (l) details of servicing or waste management requirements arising from the uses within the building which may have implications for public health and safety including but not limited to the delivery of nitrogen and waste collection of hazardous materials and those that may be associated with life science activities;
- (m) measures to minimize deliveries to concierge and to prevent informal drop offs;
- (n) measures to ensure that only approved accesses onto the public highway are used (that the public highway is not accessed at any other points); and
- (o) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Service Management Plan on an annual basis for a period of five (5) years following first Occupation

"Service Yard" means the dedicated service yard to be provided on the re-purposed Cypress Place the same as shown coloured yellow on Plan 3

“Service Yard Safeguard Plan” means a plan setting out measures governing the use and safety of the Service Yard including:

- a) measures to protect the right of access to the Service Yard from Maple Street and to enable the use of the Service Yard for servicing for the lifetime of the development;
- b) an holistic review of the community safety and servicing controls for the Service Yard with a focus on public and private safety and security and the incorporation of relevant measures (including details of security gates and the operation of safety measures and equipment, lighting, CCTV and fire safety)

“Short Stay Cycle Stand Contribution” means the contribution to 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 the provision of short stay cycle stands in the vicinity of the Development with the amount of such contribution to be calculated pursuant to the Reserved Matters Application and to be based on the sum of £250 (two hundred and fifty pounds) per short stay cycle stand (2 cycle spaces) required to meet the London Plan standards

“Stopping Up Application” means an application made by the Owner to the Council to authorise the stopping up of the Stopping Up Area pursuant to section 247 or section 253 of the Act

“Stopping Up Area” means part of the carriageway and footway at Cypress Place as shown coloured blue on Plan 4

“Stopping Up Measures” means all procedures (including statutory and internal Council procedures and consultation) required to facilitate the stopping up of the Stopping Up Area pursuant to section 247 or section 253 of the Act in order to enable to the Development to be carried out in accordance with the Planning Permission whether or not such procedures result in the obtaining of the Stopping Up Order

“Stopping Up Order” means a statutory order authorising the stopping up of the Stopping Up Area

“TfL” means Transport for London

“Travel Plan” a plan for 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:-

- (a) the elements set out in Schedule 5 hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date of the Development ensuring the plan is updated where required 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 by the Council on the first anniversary of the Occupation Date of the Development;
- (d) measures to ensure subsequent reviews by the Council on the third and fifth anniversary of the Occupation Date of the Development 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 first Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) measures to ensure post-occupancy TRICS survey results are shared with the Council and TfL and that the Owner instructs (at its own cost) an independent transportation data collection company to undertake the monitoring survey in accordance with the instructions within the Travel Plan. This survey must conform to a TRICS® Multi-Modal Survey format (or other format as agreed by the Council) consistent with the UK Standard for Measuring Travel Plan Impacts as approved by the Highway Authority. To ensure that the survey represents typical travel patterns, the organisation taking ownership of the Travel Plan will need to agree to being surveyed only within a specified annual quarter period but with no further notice of the precise survey dates;
- (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

“the Travel Plan Co-ordinator” 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 for the Development with a view to securing an ongoing process of continuous improvement

“the Travel Plan Monitoring Contribution” the sum of £9,762 (nine thousand seven

hundred and sixty two 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 approve the Owner's Travel Plans over a six year period from the date of first Occupation of the Development

OPERATIVE PROVISIONS

DEMOLITION AND CONSTRUCTION PROVISIONS

1. CONSTRUCTION MANAGEMENT PLAN

1.1 The Owner covenants with the Council:

1.1.1 On or prior to the Commencement of Demolition Date to:

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

1.1.2 Not to Commence or permit Commencement of the Development until such time as:

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

1.2 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless the Owner 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.

1.3 The Owner shall 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.

2. CONSTRUCTION MANAGEMENT PLAN BOND

2.1 The Owner covenants with the Council:

2.1.1 On or prior to the Commencement of Demolition Date to pay to the Council the Construction Management Plan Bond in full; and

2.1.2 Not to Commence or permit Commencement of the Development until such time as the Council has received the Construction Management Plan Bond in full.

2.2 Following Commencement and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

2.3 The Owner must once notified by the Council in accordance with paragraph 2.2 above acknowledge the notice within one working day of being notified and:

2.3.1 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

2.3.2 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).

2.4 In the event the Owner does not comply with the obligations in paragraph 2.3.1 or 2.3.2 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 paragraph 2.2 of this Part 1 of this Schedule above 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.

- 2.5 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 paragraph 2.4 of Part 1 of this Schedule above.

3. CONSTRUCTION WORKING GROUP

- 3.1 If following submission of the Construction Management Plan and in the event that the Council notifies the Owner in writing that it considers it necessary having regard to the local impact of the construction works for the Owner to convene a Construction Working Group, the Owner covenants to:

- 3.1.1 convene the Construction Working Group from persons (subject to a maximum of 12 people) having a direct interest in the carrying out of the Development and/or local residents associations, local business or business organizations and local schools and including up to 4 people whom the Council may reasonably nominate prior to the first convening of the Construction Working Group who have a relevant interest in the Development;
- 3.1.2 procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Working Group and shall attend all meetings of the group;
- 3.1.3 appoint a person (the "**Liaison Officer**") responsible for liaising with the Council, residents' groups, local people and businesses and other interested parties about the operation of the Construction Working Group and the management of the Construction Phase such person or his representative to organise and attend all meetings of the Construction Working Group all such meetings to take place within easy walking distance of the Property;

- 3.1.4 give a minimum of seven days' written notice of each meeting of the Construction Working Group to all members of the Construction Working Group and to provide suitable facilities for the meetings of the Construction Working Group, including arranging hybrid in person and virtual meetings;
- 3.1.5 ensure that meetings of the Construction Working Group shall take place every month during the Construction Phase (unless otherwise agreed) **ALWAYS PROVIDED** that any member of the Construction Working Group shall be entitled on reasonable grounds by giving written notice of not less than 10 days to the Liaison Officer to request a meeting of the Construction Working Group (except in an emergency in which case such notice can specify a shorter period) be convened and a meeting of the Construction Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion and **PROVIDED ALSO** that if the Construction Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Construction Working Group decides;
- 3.1.6 ensure that an accurate written minute is kept of each meeting of the Construction Working Group recording the discussions of and any decisions taken by the Construction Working Group (this to be circulated by the Owner to all members of the group within seven days of each meeting);
- 3.1.7 in the event of the majority of members of the Construction Working Group (having particular regard to the Council's Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case; and
- 3.1.8 provide (i) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (ii) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and

measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Construction Working Group written information about any such complaints received and action taken in respect of them).

4 DEVELOPMENT DELIVERY PLAN

4.1 On or prior to the Commencement of Demolition Date the Owner shall submit the Development Delivery Plan to the Council, and shall:

4.1.1 Have regard for and respond to any reasonable comments received from the Council in relation to the Development Delivery Plan and to use reasonable endeavours to address those comments, so far as it is reasonable and practicable for the Owner to do so; and

4.1.2 Keep the Council regularly informed of any material changes that it proposes to make to the Development Delivery Plan (notifying the Council sufficiently far in advance of such proposed material change, so as to give the Council an opportunity to comment on the proposed material change and for the Owner to be able consider, respond and/or address the Council's comments in accordance with paragraph .1.1 above and in any event to review with the Council the Development Delivery Plan every 6 months through the Construction Phase and (if an update is agreed to be necessary) provide an updated Development Delivery Plan.

CAR FREE PROVISIONS

5 CAR FREE

5.1 The Owner covenants with the Council:-

5.1.1 To ensure that prior to Occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled

persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

5.1.1.1 be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and

5.1.1.2 buy a contract to park within any car park owned, controlled or licensed by the Council;

5.1.2 Not to Occupy (or permit further Occupation) of any part of the Development at any time during which the occupier of that part of the Development 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); and

5.1.3 On or prior to the Occupation Date to 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 paragraph 5.1.1 and 5.1.2 of this Part 1 of this Schedule.

5.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 5.1.1 and 5.1.2 of this Part 1 of this Schedule above will remain in effect for the lifetime of the Development.

HIGHWAYS PROVISIONS

6. CYCLE HIRE CONTRIBUTION

The Owner covenants with the Council:

6.1 On or prior to the Implementation Date to pay to the Council Cycle Hire Contribution in full; and

6.2 Not to Implement or permit Implementation of the Development until such time as the Council has received the Cycle Hire Contribution in full.

7. HIGHWAYS CONTRIBUTION

The Owner covenants with the Council:-

7.1 On or prior to the Commencement of Demolition Date to:-

7.1.1 Pay to the Council the Highways Contribution in full; and

7.1.2 Submit to the Council the Level Plans.

7.2 Not to Commence or permit Commencement of the Development until such time as:-

7.2.1 the Owner has paid the Highways Contribution in full; and

7.2.2 the Council (and as relevant TfL) has approved the Level Plans in writing.

7.3 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.

7.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

7.5 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.

7.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the balance of the Highway Contribution.

8 HIGHWAY WORKS OBLIGATIONS

Subject to the Highway Contribution being paid in full by the Owner then the Council covenants that it shall use reasonable endeavours to:

8.1 Liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) with a view to establishing a programme that seeks to provide the carrying out and completion of the Highway Works on the highway immediately adjacent to the Development with the build out of the Development, where feasible; and

8.2 Carry out the Highway Works in accordance with that programme

PROVIDED THAT both parties acknowledge that the liaison and establishment of a programme referred to in this paragraph 8 shall be done so as to complete the Highway Works as soon as reasonably possible to coincide with (or shortly after) the date of issue of a Certificate of Practical Completion for the Development

9 PEDESTRIAN AND ENVIRONMENTAL IMPROVEMENT CONTRIBUTION

The Owner covenants with the Council:

9.1 On or prior to the Commencement of Demolition Date to pay to the Council the Pedestrian and Environmental Improvement Contribution in full; and

9.2 Not to Commence or permit Commencement of the Development until such time as the Council has received the Pedestrian and Environmental Improvement Contribution in full

10 PEDESTRIAN AND ENVIRONMENTAL IMPROVEMENT WORKS OBLIGATIONS

Subject to the Pedestrian and Environmental Improvement Contribution being paid in full by the Owner then the Council covenants that it shall use reasonable endeavours to:

10.1 Liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) with a view to establishing a programme that seeks to provide the carrying out and completion of the Pedestrian and Environmental Improvement Works on the highway immediately adjacent to the Development with the build out of the Development, where feasible; and

10.2 Carry out the Pedestrian and Environmental Improvement Works in accordance with that programme

PROVIDED THAT both parties acknowledge that the liaison and establishment of a programme referred to in this paragraph [8] shall be done so as to complete the

Pedestrian and Environmental Improvement Works as soon as reasonably possible to coincide with (or shortly after) the date of issue of a Certificate of Practical Completion for the Development

11. SHORT STAY CYCLE STAND CONTRIBUTION

The Owner covenants with the Council:

- 11.1 On or prior to the Commencement of Demolition Date to pay to the Council the Short Stay Cycle Stand Contribution in full; and
- 11.2 Not to Commence or permit Commencement of the Development until such time as the Council has received the Short Stay Cycle Stand Contribution in full.

SERVICE MANAGEMENT AND TRAVEL PLAN PROVISIONS

12. SERVICE AND WASTE MANAGEMENT PLAN

The Owner covenants with the Council:

- 12.1 On or prior to the Occupation Date submit the Service and Waste Management Plan to the Council for approval; and
- 12.2 Not Occupy or permit Occupation of the Development until such time as the Service and Waste Management Plan has been approved by the Council as demonstrated by written notice to that effect.
- 12.3 Following the approval of the Service and Waste Management Plan the Owner shall Occupy or ensure Occupation of the Development is in compliance with the terms and requirements of the approved Service and Waste Management Plan.
- 12.4 The Owner shall not Occupy or permit further Occupation of any part of the Development at any time when that part of the Development is not being managed in accordance with the Service and Waste Management Plan as approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event of non-

compliance the Owner shall take any steps reasonably required by the Council to remedy such non-compliance.

13. TRAVEL PLAN

The Owner covenants with the Council

- 13.1 On or prior to the first Occupation of the Development pay to the Council the Travel Plan Monitoring Contribution;
- 13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has received the Travel Plan Monitoring Contribution in full;
- 13.3 On or prior to the first Occupation of the Development to submit to the Council the Travel Plan for approval; and
- 13.4 Not to Occupy or permit Occupation of any part of the Development until such time as the Travel Plan has been approved by the Council as demonstrated by written notice to that effect.
- 13.5 The Owner covenants with the Council that following the Occupation Date the Owner shall not Occupy or permit further Occupation of any part of the Development at any time when that part of the Development is not being managed in accordance with the Travel Plan as approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event of non-compliance the Owner shall take any steps reasonably required by the Council to remedy such non-compliance.

14. BASEMENT APPROVAL IN PRINCIPLE

The Owner covenants with the Council:

- 14.1 On or prior to the Commencement of Demolition Date to:-
 - 14.1.1. submit the Basement Approval in Principle Application; and
 - 14.1.2. pay to the Council the Basement Approval in Principle Contribution; and
- 14.2 Not to Commence or permit Commencement of any part of the Development until such time as:

14.2.1. the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

14.2.2. the Council has received the Basement Approval in Principle Application Contribution in full.

15. SERVICE YARD SAFEGUARD PLAN

The Owner covenants with the Council:

15.1 On or prior to the first Occupation of the Development to submit to the Council the Service Yard Safeguarding Plan for approval.

15.2 Not to Occupy nor permit Occupation of any part of the Development until such time as the Council has approved the Service Yard Safeguarding Plan as demonstrated by written notice to that effect.

15.3 The Owner covenants with the Council that following the Occupation Date the Owner shall not Occupy or permit further Occupation of any part of the Development at any time when that part of the Development is not being managed in accordance with the Service Yard Management Plan as approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event of non compliance with this paragraph the Owner shall take any steps reasonably required by the Council to remedy such non-compliance.

16. STOPPING UP APPLICATION

The Owner covenants with the Council:

16.1 Not to Commence (or to allow Commencement) of such part of the Development as will take place on public highways to be the subject of the Stopping Up Application until such time as the Owner has submitted to the Council the Stopping Up Application.

16.2 To pay the Council's costs incurred in connection with the Stopping Up Application and Stopping Up Measures PROVIDED THAT the Council shall consult regularly

with the Developer about progress with the Stopping Up Application and shall if reasonably required by the Developer permit the Stopping Up Application to be either (i) suspended so as to allow further negotiations to take place with affected landowners or (ii) withdrawn and resubmitted.

- 16.3 (Unless otherwise approved by the Council or by the grant of any statutory order) not to restrict or to allow the restriction of public access to the Stopping Up Area unless and until the Stopping Up Order has been made and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required by the Council to remedy such non-compliance.

PART 2

EMPLOYMENT, PROCUREMENT, COMMERCIAL SPACE, COMMUNITY SPACE AND STEAM OBLIGATIONS

RELEVANT DEFINITIONS

"Camden STEAM" means the Camden STEAM Commission (or its successor/replacement) which has been established with the following key purposes:

- (i) to highlight Camden's unique STEAM economy and the skills needed for the roles of the future+
- (ii) to encourage greater fusion in creative, digital and scientific education
- (iii) to mobilise business resources to drive skills and careers education
- (iv) to tackle underrepresentation and provide all Camden young people with access to the opportunities available locally

"Construction Apprentice Default Contribution" means the maximum sum of £154,000 (one hundred and fifty four thousand pounds) (a sum being £7,000 per apprentice) to be calculated pursuant to the Reserved Matter Application and paid by the Owner to the Council in the event that the Owner is unable to provide one or more of the required number of construction apprentice(s) in accordance with paragraph 5.7 of this Part 2 of this Schedule 3 to this Agreement

"Construction Apprentice Support Contribution" means the maximum sum of £37,400 (thirty seven thousand four hundred pounds) (being £1,700 per apprentice) to be calculated pursuant to the Reserved Matter Application and paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices

"Employment Contribution" means the sum to be calculated pursuant to the Reserved Matter Application based on the formula in the Council's Employment CPG 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 to support the provision of training and employment and local procurement initiatives in Camden (such sum being £174,711 for the Office Building submitted for approval under Reserved Matter Application planning reference 2020/5631/P or £39,640 for the Life-Science Building submitted for approval under Reserved Matter Application planning reference 2020/5638/P)

“Employment and Training Plan (Construction Phase)” means a plan to be submitted by the Owner and approved by the Council setting out a package of measures to maximise local employment opportunities within the Development during the Construction Phase and for it to satisfy the obligations contained in paragraphs 5 and 6 of this Part 2 of this Schedule 3 to this Agreement through (but not be limited to) the following:-

- (a) ensuring advertising of all construction vacancies arising during the Construction Phase exclusively through the Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (b) ensuring 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) ensuring that the King's Cross Construction Centre is supplied with a full labour programme for the Construction Phase of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the Construction Phase of the Development, 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;
- (d) ensuring Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- (e) using all reasonable endeavours to ensure that no less than 22 construction apprentices (or such other number as may be agreed by the Council based on one apprentice per £3 million build costs) shall be employed within the Construction Phase of the Development and shall so far as is reasonably practicable be:-
 - (i) recruited through the Kings Cross Construction Centre;
 - (ii) employed for a period of not less than 52 weeks; and
 - (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
- (f) making provision during the Construction Phase for no less than one construction work placement opportunity per 500sqm of net additional floorspace, of not less than two weeks each to be undertaken over the course of the development and to

be recruited through the Council's King's Cross Construction Skills Centre (equating to 17 work placements for the Office Building submitted for approval under Reserved Matter Application planning reference 2020/5631/P or 14 work placements for the Life-Science Building submitted for approval under Reserved Matter Application planning reference 2020/5638/P)

- (g) ensuring so far as possible delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support Small and Medium Size Enterprises within the London Borough of Camden to tender for construction contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events

"Employment and Training Plan (End Use)" means a plan to be submitted by the Owner and approved by the Council (as may be amended from time to time) setting out a package of measures to maximise local end user employment opportunities within the Development and to satisfy the obligations contained in paragraph 5 of this Part 2 of this Schedule 3 to this Agreement which shall be for a period of no less than 8 years following first Occupation of the Development through measures to include (but not be limited to) the following:-

- a) the promotion of the Camden STEAM Commission objectives amongst end users and occupiers of the Development;
- b) to provide a target number of end use apprentices to be calculated pursuant to the Reserved Matters Application based on agreement of anticipated occupancy levels (equating to at least 4 rolling end-use apprenticeships for the Office Building approved under Reserved Matter Application planning reference 2020/5631/P or 2 rolling end-use apprenticeships for the Life-Science Building approved under Reserved Matter Application planning reference 2020/5638/P) (or similar arrangements in the event that the government's apprenticeships scheme changes) with such apprenticeships to be paid at least London Living Wage as set out at <https://www.livingwage.org.uk/calculation> and with apprenticeship standards of a level no higher than Level 4, and targeting qualifications related to the KQID sectors of research, science, media, culture or computing or are demonstrated to be complementary or directly supporting those disciplines, such apprenticeships to be filled by persons aged sixteen(16) or older attending or associated with state schools/colleges within the London Borough of Camden and, in the event that the occupier/s of the Development are not Knowledge

Economy Occupiers, the apprenticeship standards should relate to general business functions (e.g. business support, finance etc) PROVIDED THAT in the event that the Development is let to more than one occupier the obligation to provide end use apprentices may be provided by more than one occupier and PROVIDED FURTHER THAT if in any case the occupier is unable to provide the full number of apprentices within the Development and provides evidence of such to the Council's reasonable satisfaction the Owner and the Council shall agree that the shortfall is met at another building or buildings owned by the Owner in the Council's administrative area (and it is agreed that if any work placements from the Life-Science Building cannot be provided at the Life-Science Building the shortfall to be provided elsewhere may not be work placements for the life sciences sector):

- c) arrangements to secure a target number of end user work placements to be calculated pursuant to the Reserved Matters Application based on agreement of anticipated occupancy levels (equating to at least 8 end-use work placement opportunities for the Office Building approved under Reserved Matter Application planning reference 2020/5631/P or 4 end-use work placements for the Life-Science Building approved under Reserved Matter Application planning reference 2020/5638/P) for pupils aged 16 years or older at Local Schools (including colleges within the London Borough of Camden) of not less than 1 week each, to be recruited either through the Council's Inclusive Economy team or directly with Camden state schools/colleges which shall be for a period of no less than 8 years following first Occupation of the Development PROVIDED THAT in the event that the Development is let to more than one occupier the obligation to provide end use work placements may be provided by more than one occupier and PROVIDED FURTHER THAT if in any case the occupier is unable to provide the full number of work placements within the Development and provides evidence of such to the Council's reasonable satisfaction the Owner and the Council shall agree that the shortfall is met at another building or buildings owned by the Owner in the Council's administrative area (and it is agreed that if any work placements from the Life-Science Building cannot be provided at the Life-Science Building the shortfall to be provided elsewhere may not be work placements for the life sciences sector);
- d) setting out how the Employment and Training Plan (End Use) would aim to

improve career opportunities amongst End Users for Camden's young people, in accordance with the STEAM aims and objectives;

- e) arrangements to ensure that all staff directly employed in the Development are paid at least London Living Wage as set out at <https://www.livingwage.org.uk/calculation> and to use all reasonable endeavours to ensure that all indirect (contractors) employed or appointed by the Knowledge Economy Occupier in association with the Development are also paid as least the London Living Wage;
- f) ensuring so far as possible delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support Small and Medium Size 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
- g) ensuring that the any occupiers of the Development support the Good Work Camden programme and join the Inclusive Business Network, specifically by:
 - (i) advertising vacancies in partnership with Good Work Camden and its relevant local employment support providers to create pathways into knowledge economy jobs;
 - (ii) promoting employee mentoring and volunteering within Camden, and specifically through social value corporate partnerships locally
 - (iii) committing to attend job fairs to promote opportunities to local residents;
 - (iv) committing to providing supported employment opportunities – e.g. supported internships;
 - (v) joining Camden Climate Change Action and support local circular economy initiatives relating to waste reduction, recycling and re-use.
- (h) provision of an employee (at senior management level) by the occupier of the Development with responsibility for acting as senior lead for ensuring resourcing and delivery of the Employment and Training Plan (End Use) whose responsibilities shall include (but not be limited to):
 - (i) ensuring the Employment and Training Plan (End Use) is properly implemented;
 - (ii) ensuring that the Employment and Training Plan (End Use) is properly

<p>supported and resourced by end user occupiers of the Development to develop, deliver and update the employment and training offer;</p> <p>(iii) supporting and promoting the Employment and Training Plan (End Use) amongst end user employees of the Development;</p> <p>(iv) providing a management point of contact within the Development for employment and training matters;</p> <p>and proposals setting out how the post will be secured and managed</p>
<p>“Inclusive Economy Service” means the team within the London Borough of Camden providing various services to businesses and residents within the Borough including the facilitation of increased numbers of Camden residents involvement in employment education and training</p>
<p>“King’s Cross Construction Centre” means the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry</p>
<p>“Knowledge Economy Activities” means economic activities classed within academic, research, consultancy, scientific, media, cultural and computing sectors</p>
<p>“Knowledge Economy Occupier” means the occupier or occupiers of the Development whose business is substantially engaged in Knowledge Economy Activities, and where there are multiple occupiers they shall be treated collectively as the Knowledge Economy Occupier unless otherwise agreed between the Owner and the Council</p>
<p>“Knowledge Economy Occupier Strategy” means, in the event that the Owner notifies the Council pursuant to paragraph 1 of this Part 2 of this Schedule that it will be developing the Life-Science Building, a strategy to be submitted by the Owner and approved by the Council to prioritise the occupation of the Life-Science Building by a Knowledge Economy Occupier for no less than 8 years following first Occupation of the Development (unless otherwise agreed in writing with the Council) who is able to deliver the aims and objectives of the Employment and Training Plan (End Use) including the following measures:</p> <ol style="list-style-type: none"> 1. details of how any part of the Life-Science Building that is not in use by a Knowledge Economy Occupier shall be marketed to prospective occupiers whose business or activities are engaged in Knowledge Economy Activities 2. measures to prioritise that the outcome of the marketing exercise shall be that any lab-enabled floorspace is used as lab-space and the remainder of the building is

used for businesses and/or institutions substantially engaged in Knowledge Economy Activities;

3. measures to ensure use of a reputable local or national marketing agent with a track record of letting employment space for Knowledge Economy Activities in the borough;
4. provisions under which marketing material is to be published on the internet, including popular online property databases such as Focus and should include local or specialist channels where appropriate – e.g. those with a focus on Knowledge Economy Activities, through Business Improvement Districts, the GLA's Open Workspace Group or other workspace providers;
5. inclusion and appropriate emphasis on the Knowledge Economy focus in the marketing materials;
6. the marketing materials should also reasonably explain the contribution of the Development to local education, skills and employment and the obligations on occupiers associated the Employment and Training Plan (End Use);
7. rent levels and lease terms should be reasonable and set so as to attract Knowledge Economy Occupiers
8. securing that marketing shall be carried out for a minimum of eighteen (18) months and that it is only if:

(i) an occupier engaged in Knowledge Economy Activities cannot be found following that eighteen (18) months of marketing; and

(ii) the Council has confirmed in writing that it is satisfied that that all reasonable efforts have been made throughout the eighteen month period to secure an occupier engaged in Knowledge Economy Activities in accordance with the details approved pursuant to the above measures numbered 1 to 7 of this definition;

that the relevant part of the Development space may be occupied by an occupier not engaged in Knowledge Economy Activities PROVIDED THAT it is agreed that the period of eighteen (18) months shall be calculated from the date on which the Owner commenced its marketing of the Life-Sciences Building in accordance with the provisions of 8 (ii) of this definition notwithstanding that this may predate the date of the Planning Permission;

9. records to be kept of the length of marketing periods, the number and details of enquiries received, such as the number of viewings, including any details of why the

<p>interest was not pursued; and</p> <p>provisions for updating and reporting to the Council such marketing activities to be undertaken pursuant to the Knowledge Economy Occupier Strategy as approved</p>
<p>“Knowledge Quarter Innovation District” or “KQID” means the area spanning from Camden Town to Holborn and Covent Garden and is home to a world-class cluster of scientific and knowledge-based institutions and companies that specialise in areas like life sciences, data and technology and the creative industries;</p>
<p>“Local Procurement Code” means the code annexed as the Schedule 6 to this Agreement;</p>
<p>“Local Schools” means all state sponsored schools within the London Borough of Camden (or such other educational facilities as may be agreed between the Owner and the Council);</p>
<p>“STEAM” (science, technology, engineering, arts and mathematics) is an educational approach that incorporates creative and digital arts into the more familiar STEM (science, technology, engineering and mathematics) model;</p>

1. NOTIFICATIONS

- 1.1 No less than 5 days prior to the Commencement of Demolition Date the Owner shall notify the Council in writing whether it will be developing the Life Science Building or the Office Building and the notification shall determine which of the obligations in this Schedule 3 apply (where they differ as between the Life Science Building and the Office Building).
- 1.2 The Owner shall be permitted to amend any notification to the Council pursuant to paragraph 1.1 above but no amendments shall be permitted after the date which is 5 days prior to the Implementation Date.

2. EMPLOYMENT CONTRIBUTION

The Owner covenants with the Council:

- 2.1. On or prior to the Implementation Date to pay to the council the Employment Contribution in full; and
- 2.2 Not to Implement or to allow Implementation until such time as the Council has received the Employment Contribution in full.

3. EMPLOYMENT AND TRAINING PLAN (CONSTRUCTION PHASE)

The Owner covenants with the Council:

- 3.1 Prior to the Commencement of Demolition Date to submit to the Council for approval the Employment and Training Plan (Construction Phase);
- 3.2 Not to Commence nor permit Commencement until such time as the Council has approved the Employment and Training Plan (Construction Phase) as demonstrated by written notice to that effect;
- 3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Employment and Training Plan (Construction Phase) 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 (Construction Phase) 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. EMPLOYMENT AND TRAINING PLAN (END USE)

The Owner covenants with the Council:

- 4.1 Prior to the first Occupation of the Development to submit to the Council for approval the Employment and Training Plan (End Use);
- 4.2 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the Employment and Training Plan (End Use) as demonstrated by written notice to that effect SAVE THAT the Owner may submit

revisions and/or amendments to the approved Employment and Training Plan (End Use) to the Council for further approval (such approval not to be unreasonably withheld or delayed); and

- 4.3 Following the Occupation of the Development the Owner shall procure that the Development shall be occupied only in accordance with the requirements of the approved Employment and Training Plan (End Use) and shall not Occupy or permit further Occupation of the Development at any time when the Development is not being managed in accordance with the Employment and Training Plan (End Use) as approved by the Council.

5. LOCAL EMPLOYMENT

Construction Phase Obligations

The Owner covenants with the Council:

- 5.1 On or prior to Commencement of Demolition Date to pay the Council the Construction Apprentice Support Contribution in full; and
- 5.2 Not to Commence or permit Commencement until such time as the Construction Apprentice Support Contribution has been paid to the Council in full (as evidenced by notice in writing).
- 5.3 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:-
- 5.3.1. Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- 5.3.2. 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;

- 5.3.3. 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;
 - 5.3.4. that the King's Cross Construction Centre is supplied with a full labour programme throughout the Construction Phase (with six-monthly updates or at such other intervals as may be agreed in writing with the Council) demonstrating (i) what skills and employment are needed through 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
 - 5.3.5. the Council is provided with a detailed six-monthly labour return (or such other interval as may be agreed in writing with the Council) for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.
- 5.4 The Owner shall ensure that during the Construction Phase construction apprentices shall be employed at the Development in accordance with the Employment and Training Plan (Construction Phase) (including the approved target number) always ensuring each apprentice shall be:-
- 5.4.1. recruited through the Kings Cross Construction Centre;
 - 5.4.2. employed for a period of not less than 52 weeks; and
 - 5.4.3. paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
- 5.5 The Owner shall ensure during the Construction Phase of the Development that work placements and work experience opportunities are provided at the Development in accordance with the Employment and Training Plan (Construction Phase) (including the approved target numbers).

- 5.6 During the Construction Phase the Owner shall use reasonable endeavours to 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.
- 5.7 If the Owner is unable to provide the target number of apprentices specified within the Employment and Training Plan for reasons demonstrated to the satisfaction of the Council it shall:-
- 5.7.1 forthwith pay to the Council the Construction Apprentice Default Contribution calculated in accordance with per apprentice value in respect of the shortfall of individual apprentice placements provided during the Construction Phase; and
- 5.7.2 shall not Occupy or permit Occupation of the Development until such time as the Construction Apprentice Default Contribution as calculated in 4.6.1 has been paid in full.

End Use Obligations

- 5.8 During a period of no less than 8 years following first Occupation of the Development to ensure that end use apprentices are provided within the Development in accordance with the Employment and Training Plan (End Use) (including the approved target number), ensuring so far as reasonably possible that whether the Employment and Training Plan (End Use) requires the provision of the apprentices, they shall be:-
- (i) recruited through the Council's Inclusive Economy Service;
 - (ii) targeting qualifications related to the KQID sectors of research; science, media, culture or computing;
 - (iii) be resident and/or at school/college in the London Borough of Camden;
 - (iv) be paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>;
 - (v) be offered on a fulltime basis for at least 52 weeks (although an apprentice shall be entitled to request the apprenticeship be on a part-time basis and/or for a lesser period);

(vi) 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 or Level 4 Apprenticeship standard qualification; and

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

unless otherwise agreed as part of the approved Employment and Training Plan (End Use).

5.9 Following first Occupation of the Development and for at least 8 years following first Occupation of the Development the Owner shall (unless otherwise agreed with the Council) ensure that end use work placement opportunities be offered at the Development in accordance with the Employment and Training Plan (End Use) (including the approved target numbers), to be recruited either through the Council's Inclusive Economy team or directly with Local Schools (including colleges located within the London Borough of Camden).

6. LOCAL PROCUREMENT

6.1 The Owner shall prior to the Commencement of Demolition Date:

6.1.1 prepare a programme to provide opportunities for local businesses to bid/tender for the provision of goods and service during the Construction Phase in accordance with the Council's Local Procurement Code and provide a copy of the programme to the Council; and

6.1.2 at least one month before tendering contracts meet with the Council's Inclusive Economy Service's Local Procurement Team (or any successor department) to confirm the specific steps that will be taken to give effect to the Local Procurement Code.

6.2 The Owner shall ensure that:

6.1.1 the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code;

6.1.2 reasonable endeavours shall be used to carry out the fit out of the Development in accordance with the requirements of the Local Procurement Code; and

- 6.1.3 in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

7 KNOWLEDGE ECONOMY OCCUPIER STRATEGY

- 7.1 The Owner covenants with the Council that on or prior to the Occupation Date of the Life-Science Building to submit to the Council for approval the Knowledge Economy Occupier Strategy.
- 7.2 The Owner shall not Occupy or permit Occupation of the Life-Science Building until such time as the Council has approved the Knowledge Economy Occupier Strategy as demonstrated by written notice to that effect.
- 7.3 Subject to paragraph 7.4 of this Part 2 the Owner covenants with the Council that it shall carry out marketing for the Life-Science Building (or such relevant part) in accordance with the approved Knowledge Economy Occupier Strategy PROVIDED THAT if after the period of 18 (eighteen) months the Owner has not secured a Knowledge Economy Occupier and the Council has confirmed that it is satisfied that all reasonable efforts have been made throughout the eighteen month period to secure a Knowledge Economy Occupier in accordance with the Knowledge Economy Occupier Strategy the Owner shall be entitled to market and secure an occupier (a **"Non Knowledge Economy Occupier"**) for that part of the Development (a **"Relevant Part"**) without reference to the approved Knowledge Economy Occupier Strategy but for the avoidance of doubt the requirements of the Knowledge Economy Occupier Strategy shall continue in respect of the entirety of the Development for a period of no less than 8 years following first Occupation of the Development and the Knowledge Economy Occupier Strategy does not cease to apply in the event that a Relevant Part is occupied by a Non Knowledge Economy Occupier.
- 7.4 In the event that during the period of 8 years following first Occupation any Non Knowledge Economy Occupier ceases to occupy any Relevant Part of the Life-Science Building, the subsequent marketing of that Relevant Part must always be carried out in accordance with the Knowledge Economy Occupier Strategy (as must any marketing of any part of the Development throughout that period).

PART 3

DESIGN OBLIGATIONS

RELEVANT DEFINITIONS

“Approved Architect” means Piercy & Company of The Centro Building, 39 Plender Street, London NW1 0DT; or such other architect similarly experienced in the design and construction of high quality buildings to be retained by the Owner on reasonable commercial terms (the identify of such architect to have been the subject of consultation with the Council prior to their appointment and to be agreed with the Council and shall take account of the commercial context within which the Owner appoints such an architect)

“Public Open Space Contribution” means the sum to be calculated pursuant to the Reserved Matters Application based on the uplift in occupancy 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 providing new public open space or improving the quality and capacity of existing public open space in the vicinity of the Development (such sum being £118,800 for the Office Building submitted for approval under Reserved Matter Application planning reference 2020/5631/P or £26,973 for the Life-Science Building submitted for approval under Reserved Matter Application planning reference 2020/5638/P)

“Public Realm Replacement Contribution” means the sum of £777,748.82 (seven hundred and seventy seven thousand seven hundred and forty eight pounds and eighty two pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards public realm improvement works in the vicinity of the Development to replace public realm lost by the closure of Cypress Place comprising (subject to consultation by the Council);

- (a) **£515,457.82:** Cost of public realm improvement works to Whitfield Street and Howland Street, including maintenance and street cleaning/litter picking of soft landscaping (including SUDs) over a 20 year period; and
- (b) **£262,291:** Cost of public realm improvement works to Tottenham Mews to create a pedestrian-focussed environment;

or towards such other public realm improvements the Council acting reasonably requires in

the vicinity of the Development (and "Public Realm Replacement Works" shall be construed having regard to the scope of works referred to in this definition)

1. ARCHITECT RETENTION

1.1 Unless otherwise agreed in writing by the Council the Owner agrees not to:-

- 1.1.1 submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by an Approved Architect;
- 1.1.2 Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect; and
- 1.1.3 Not to Occupy or permit Occupation of any part of the Development until the Council has been provided with a written certification from an Approved Architect that the Development has been carried out and completed in accordance with the designs approved by the Council pursuant to the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission or Reserved Matters Approval.

2 PUBLIC OPEN SPACE CONTRIBUTION

The Owner covenants with the Council:

- 2.1 On or prior to Implementation to pay to the Council the Public Open Space Contribution in full; and
- 2.2 Not to Implement nor allow Implementation until such time as the Council has received the Public Open Space Contribution in full (as demonstrated by written notice to that effect).

3. PUBLIC REALM REPLACEMENT CONTRIBUTION

The Owner covenants with the Council:

- 3.1 On or prior to the Commencement of Demolition Date to pay to the Council the Public Realm Replacement Contribution in full; and
- 3.2 Not to Commence nor allow Commencement of Demolition until such time as the Council has received the Public Realm Replacement Contribution in full (as demonstrated by written notice to that effect).

4 PUBLIC REALM REPLACEMENT WORKS

Subject to the Public Realm Replacement Contribution being paid in full by the Owner then the Council covenants that it shall use reasonable endeavours to:

- 4.1 Liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) with a view to establishing a programme that seeks to provide the carrying out and completion of the Public Realm Works on the highway immediately adjacent to the Development with the build out of the Development, where feasible; and
- 4.2 Carry out the Public Realm Works in accordance with that programme

PROVIDED THAT both parties acknowledge that the liaison and establishment of a programme referred to in this paragraph 4 shall be done so as to complete the Public Realm Works as soon as reasonably possible to coincide with (or shortly after) the date of issue of a Certificate of Practical Completion for the Development.

PART 4

AFFORDABLE HOUSING AND AFFORDABLE WORKSPACE

RELEVANT DEFINITIONS

“Affordable Housing” has the meaning ascribed to it in the Tottenham Mews Section 106 Agreement;

“Affordable Housing Deferred Contribution” means the sum to be calculated pursuant to the Reserved Matters Application based on the shortfall of Affordable Housing delivered on the Tottenham Mews Site against affordable housing targets, calculated in accordance with section 6 of Camden’s Housing CPG adopted January 2021, 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 (such sum being £628,875 for the Office Building submitted for approval under Reserved Matter Application planning reference 2020/5631/P or £0 for the Life-Science Building submitted for approval under Reserved Matter Application planning reference 2020/5638/P);

“Affordable Workspace” has the meaning ascribed to it in the Tottenham Mews Section 106 Agreement;

“Affordable Workspace Provider” has the meaning ascribed to it in the Tottenham Mews Section 106 Agreement;

“Agreed Viability Appraisal” means the financial viability assessment submission document prepared by DS2 LLP and dated 18 May 2021 and subject to the amendments made by the Council’s viability consultants BPS Surveyors in their review dated 25th February 2021 and addendum dated 22 May 2021 which shows at Appendix 3 a benchmark land value of £90,507,000 (ninety million, five hundred and seven thousand pounds)

“Force Majeure Event” means one or more of the following contingencies or events to the extent that they shall cause unavoidable delay in the Tottenham Mews Owner complying with delivery of the Affordable Housing and/or the Affordable Workspace in a manner which

is outside its reasonable control and not attributable to the default of the Tottenham Mews Owner:

- (i) acts of God, flood drought, earthquake or other natural disaster; and/or
- (ii) collapse of buildings, fire, explosion or accident; and/or
- (iii) epidemic or pandemic; and/or
- (iv) terrorist attack, civil war, war, threat of or preparation for war, armed conflict; and/or
- (v) nuclear, chemical or biological contamination or sonic boom; and/or.
- (vi) riot or civil unrest; and/or
- (vii) any other events outside the reasonable control of and not attributable to the default or negligence of the Tottenham Mews Owner;

"Market Housing Deferred Contribution" means the sum to be calculated pursuant to the Reserved Matters Application based on the shortfall of housing delivered on the Tottenham Mews Site against market housing targets, calculated in accordance with section 6 of Camden's Housing CPG adopted January 2021 (or successor documents) 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 (such sum being £5,215,500 for the Office Building submitted for approval under Reserved Matter Application planning reference 2020/5631/P or £4,575,000 for the Life-Science Building submitted for approval under Reserved Matter Application planning reference 2020/5638/P);

"Registered Provider" has the meaning ascribed to it in the Tottenham Mews Section 106 Agreement;

"Residential Units" has the meaning ascribed to it in the Tottenham Mews Section 106 Agreement;

"Viability Update Assessment" means an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be presented substantially in the same form as the Agreed Viability Appraisal or such other form as agreed by the Council in writing; and

(b) employ the same assumptions as the Agreed Viability Appraisal unless otherwise agreed by the Council in writing such assumptions to include:

- a. a developer target profit return of 15% on gross development value of any commercial floorspace and 6% on gross development value of any affordable housing floorspace
- b. finance costs calculated using an interest rate of 6.5%

(c) otherwise employ the same numerical and/ or percentage values (as the case may be) as the Agreed Viability Appraisal save in relation to evidence of actual sales values or rental values achieved in relation to commercial and affordable housing floorspace and evidence of actual construction costs

with a view inter alia to evidence to the Council's reasonable satisfaction the residual profit generated by the Property such assessment shall include (but not be limited to) the following:-

- (c) a copy of the Agreed Viability Appraisal;
- (d) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development;
- (e) a solicitors certification confirming the sales of the commercial floorspace and affordable housing units forming part of the Development were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the residential units forming part of the Development;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;

- (iii) transactions between the Owner and its employees; or
- (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;
- (g) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (h) any further information the Council acting reasonably requires

"Viability Update Deficit" means 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 £90,507,000 (ninety million, five hundred and seven thousand pounds) *[the existing land value benchmark figure]*

"Viability Update Surplus" means a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £90,507,000 (ninety million, five hundred and seven thousand pounds) *[the existing land value benchmark figure]*

1. RESTRICTION ON OCCUPATION – OBLIGATIONS RELATING TO TOTTENHAM MEWS

Delivery of Affordable Housing at Tottenham Mews

- 1.1 The Owner covenants with the Council not to Occupy or use or permit Occupation or use of any part of the Property until such time as:-

- 1.1.1. the Tottenham Mews Owner has made the Residential Units ready for Occupation as Affordable Housing to the satisfaction of a Registered Provider and the Tottenham Mews Owner has transferred or demised the Residential Units to a Registered Provider in accordance with the Tottenham Mews Section 106 Agreement; and
- 1.1.2. the Owner has notified the Council's Planning Obligations Monitoring Officer in writing that the Residential Units have made ready for Occupation as Affordable Housing to the satisfaction of a Registered Provider and that the Tottenham Mews Owner has transferred or demised the Residential Units to a Registered Provider in accordance with the Tottenham Mews Section 106 Agreement; and
- 1.1.3. the Planning Obligations Monitoring Officer has acknowledged receipt of notification received under sub-Clause 1.1.2 of this Part 4 of this Agreement and confirmed in writing that the obligations in sub-Clause 1.1.1 of this Part 4 of this Agreement has been satisfied.

Delivery of Affordable Workspace at Tottenham Mews

- 1.2. The Owner covenants with the Council not to Occupy or use or permit Occupation of the Development until such time as:-
 - 1.2.1 the Affordable Workspace has been made ready for Occupation and the Tottenham Mews Owner has transferred or demised (as relevant) the Affordable Workspace to an Affordable Workspace Provider in accordance with the Tottenham Mews Section 106 Agreement; and
 - 1.2.2 the Owner has notified the Council's Planning Obligations Monitoring Officer in writing that the Affordable Workspace has been made ready for Occupation and that the Tottenham Mews Owner has transferred or demised (as relevant) the Affordable Workspace to an Affordable Workspace Provider in accordance with the Tottenham Mews Section 106 Agreement; and

- 1.2.3 the Planning Obligations Monitoring Officer has acknowledged receipt of notification received under sub-Clause 1.2.2 of this Part 4 of this Agreement and confirmed in writing that the obligations in sub-Clause 1.2.1 of this Part 4 of this Agreement has been satisfied.

Force Majeure Event

- 1.3. The Owner shall not be in breach of its obligation under paras 1.1 and 1.2 of Part 4 of this Schedule if the completion of the Affordable Housing and/or the Affordable Workspace by the Tottenham Mews Owner is delayed due to a Force Majeure Event.

2. AFFORDABLE AND MARKET HOUSING VIABILITY REVIEW

- 2.1 The Parties agree that notwithstanding the remaining paragraphs in this paragraph 2 of Part 4 of this Schedule of this Agreement, the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution and Market Housing Deferred Contribution in full.
- 2.2 The Owner covenants with the Council to submit the Viability Update Assessment with sufficient information to evidence the same to the Council for approval in writing upon the later of the following:
- (a) within 28 days of the date of issue of the Certificate of Practical Completion in respect of the Development to Shell and Core; or
 - (b) at such time as the Owner has exchanged contracts on the sale, lease, assigning, sub-letting, grant of a licence, given control to any person of or otherwise demised not less than 75% of the lettable commercial floorspace forming part of the Development.
- 2.3 Upon the issue of the approval of the Viability Update 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 Viability Update Assessment; and
 - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of this paragraph 2 of this part 4 of this Schedule to the Agreement as being recoverable from the Affordable Housing Deferred Contribution and the Market Housing Deferred Contribution under the terms of this Agreement.
- 2.4 If the Assessment Certified Sum exceeds the payment submitted with the Viability Update Assessment under paragraph 2 of this part 4 of Schedule 3 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.
- 2.5 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or the Market Housing Deferred Contribution or any part thereof.
- 2.6 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the Affordable Housing Deferred Contribution and the Market Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution and the Market Housing Deferred Contribution.
- 2.7 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution and the Market Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution and the Market Housing Deferred Contribution.
- 2.8 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.

- 2.9 Not to complete on the sale, lease, assigning, sub-letting, grant of a licence, given control to any person of, or otherwise demising the Development and not to Occupy or permit Occupation of any more than 75% of the lettable commercial floorspace in the Development until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.
- 2.10 For the purposes of this paragraph 2 of Part 4 of this Schedule the Parties shall operate in accordance with the following procedure:-
- (a) the Owner shall provide no less than 28 days' notice that it intends to submit the Viability Update Assessment to the Council for approval;
 - (b) upon receipt of the Viability Update Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Viability Update Assessment;
 - (c) if the Council agrees the Viability Update Assessment the document shall be deemed agreed for the purposes of paragraph 2.3 of this part 4 of this Schedule;
 - (d) if the Council wishes to question or challenge the Viability Update Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

PART 5

ENVIRONMENTAL OBLIGATIONS

RELEVANT DEFINITIONS

"Carbon Offset Contribution" means the sum to be calculated pursuant to the Energy Efficiency and Renewable Energy Plan approved as part of any Reserved Matters Application to cover any shortfall in meeting net zero carbon and based on the carbon offset cost per tonne which is in place at the time of the approval of the relevant Reserved Matter Application (the current price as at the date of this Agreement being £95 per tonne over a 30-year term 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;

"the Energy Efficiency and Renewable Energy Plan" means 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:-

- (i) the incorporation of the measures set out in the document entitled Sustainability Statement [200151/DVPL] by TFT 2020 submitted as part of the Planning Application to achieve the reduction target of at least 15% for the Be Lean Stage and to achieve at least a 35% total reduction in CO₂ emissions beyond the Part L 2013 baseline using SAP10 emission factors) and targeting the embodied carbon targets of 550-600 kg CO₂e/m² GIA for modules A (Product sourcing and construction life cycle stage) and 250-300 kg CO₂e/m² GIA for modules B (Operational use) (excluding modules B6 and B7) and C (end of life) (to be demonstrated in a Whole of Life Carbon (WLC) assessment
- (ii) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions through renewable energy technologies located on the Property ensuring the Owner will achieve the reduction target of at least 20% at Be Green Stage through renewables (using SAP 10 factors)
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

(iv) measures to address the GLA's 'Be Seen' (energy monitoring) requirements to monitor, verify and improve the Development's energy performance during operation - in order to demonstrate compliance with the 'be seen' post-construction monitoring requirement of Policy SI 2 of the London Plan, the Owner shall at all times and all in all respects comply with the energy monitoring requirements set out in points a, b and c below. In the case of non-compliance the Owner shall upon written notice from the Council immediately take all steps reasonably required to remedy non-compliance.

- a) Within eight weeks of planning permission being issued by the Local Planning Authority, the Owner is required to submit to the GLA accurate and verified estimates of the 'be seen' energy performance indicators, as outlined in Chapter 3 'Planning stage' of the GLA 'Be seen' energy monitoring guidance document, for the consented development. This should be submitted to the GLA's monitoring portal in accordance with the 'Be seen' energy monitoring guidance.
- b) Once the as-built design has been completed (upon commencement of RIBA Stage 6) and prior to the building(s) being occupied (or handed over to a new legal owner, if applicable), the legal Owner is required to provide updated accurate and verified estimates of the 'be seen' energy performance indicators for each reportable unit of the development, as per the methodology outlined in Chapter 4 'As-built stage' of the GLA 'Be seen' energy monitoring guidance. All data and supporting evidence should be uploaded to the GLA's monitoring portal. The owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document.
- c) Upon completion of the first year of occupation following the end of the defects liability period (DLP) and for the following four years, the legal Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each reportable unit of the development as per the methodology outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document. All data and supporting evidence should be uploaded to the GLA's monitoring portal. This condition will be satisfied after the legal Owner has reported on all

relevant indicators included in Chapter 5 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document for at least five years.

- (v) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (vi) 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:
 - safeguarded space for a future heat exchanger;
 - 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;
 - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
 - 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;
- (vii) include a pre-Implementation design-stage review (after RIBA stage 4 but before stage 5) by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (viii) 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/or 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

- (ix) identifying means of ensuring the provision of information to the Council to monitor the Energy Efficiency and Renewable Energy Plan on an annual basis for a period of five (5) years following first Occupation of the Development.

"Sustainability Plan" means 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:-

- (i) achieve the targets set out in the document entitled Sustainability Statement [200151/DVPL] by TFT 2020 submitted as part of the Planning Application;
- (ii) 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 an "Outstanding" rating and achieving a minimum of "Excellent" and attaining at least 60% of the credits in Energy and Water and 40% in Materials categories;
- (iii) include a pre-Implementation review (after RIBA stage 4 but before stage 5) 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;
- (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (v) 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
- (vi) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Sustainability Plan on an annual basis for a period of five (5) years following first Occupation;

1. CARBON OFFSET CONTRIBUTION

The Owner covenants with the Council:

- 1.1 On or prior to the Commencement of Demolition Date to pay to the Council the Carbon Offset Contribution in full; and
- 1.2 Not to Commence nor allow Commencement of the Development until such time as the Council has received the Carbon Offset Contribution in full (as demonstrated by written notice to that effect).

2 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

The Owner covenants with the Council:

- 2.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan;
- 2.2 Not to Implement or 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; and
- 2.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 2.4 Following the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when that part of the Development is not being managed in accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event of non-compliance the Owner shall take any steps reasonably required by the Council to remedy such non-compliance.

3 SUSTAINABILITY PLAN

The Owner covenants with the Council:

- 3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan;
- 3.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect; and
- 3.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.
- 3.4 Following the Occupation Date not Occupy or permit Occupation of any part of the Development at any time when that part of the Development is not being managed in accordance with the Sustainability Plan as approved by the Council from time to time (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld or delayed)) and in the event of non-compliance the Owner shall take any steps reasonably required by the Council to remedy such non-compliance.

SCHEDULE 4

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://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan. Please also complete the Cumulative Impact Area Central London Statement and Checklist.

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 5 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/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- a. 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) 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.

SCHEDULE 6 LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Camden Planning Guidance: Employment Sites and Business Premises (adopted March 2018) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let (“the Procurement Schedule”) and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured. (The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)
 - Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

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

2.2 Actions and Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

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

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