

DATED 12TH APRIL

2022

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

and

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

A G R E E M E N T

relating to land known as

14-19 Tottenham Mews London W1T 4AA

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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THIS AGREEMENT is made the 12th day of April 2022

B E T W E E N:

A. **CENTRAL LONDON COMMERCIAL ESTATES LIMITED** (Co. Regn. No. 00656914) whose registered office is at 25 Saville Row, London W1S 2ER (hereinafter called "The Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 277646.

1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A planning application for the Development of the Property was submitted to the Council and validated on 2nd December 2020 and the Council resolved to grant permission conditionally under reference number 2020/5633/P subject to conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 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.

1.6 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 Business Units"	the office units (use class E) forming part of the Development;
2.4	"the Development"	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 Planning Permission
2.5	"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 and references to "Implementation" and "Implement" shall be construed accordingly;
2.6	"Network Building"	the property situated at 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 2;
2.7	"Network Building Development"	the 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) pursuant to the Network Building Permission and in accordance with the Network Building Section 106 Agreement;
2.8	"Network Building Owner"	the Owner as defined in the Network Building Section 106 Agreement;
2.9	"Network Building Permission"	means the outline planning permission for the Network Building Development granted pursuant to planning application reference 2020/5624/P;
2.10	"Network Building 106 Agreement"	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 Network Development and the Network Building Permission;
2.11	"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;

2.12	"the Parties"	mean the Council and the Owner;
2.13	"Plan 1"	the plan numbered 13565-A-L00-01-002-Site Plan showing the Property annexed at Schedule 2;
2.14	"Plan 2"	the plan numbered 13538-A-LXX-03-001-Site Location Plans showing the Network Building annexed at Schedule 2;
2.15	"Plan 3"	the plan numbered 13565-A-L00-SK-100-'Tottenham Mews – Site Plan Bedford Passage' showing Bedford Passage and Bedford Passage Link annexed at Schedule 2
2.16	"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 2020/5633/P subject to conclusion of this Agreement;
2.17	"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;
2.18	"the Planning Permission"	a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto;
2.19	"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);
2.20	"the Property"	the land known as 14-19 Tottenham Mews London W1T 4AA the same as shown outlined in red on Plan 1;
2.21	"Residential Units"	the residential units forming part of the Development.

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 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 "car free" housing in accordance with paragraph 4 of Part 1 of 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.

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 Implementation Date specifying that Implementation of the Development has taken or is about to take place; and

5.1.2 on or prior to the date of first Occupation of the Development; and

5.1.3 on or prior to the date of first Occupation of the Affordable Workspace.

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 2020/5633/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 certify formally in writing (as

opposed to merely confirm in correspondence) 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 2020/5633/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 2020/5633/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;
 - 6.9.2 the Council 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); and
 - 6.9.2 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

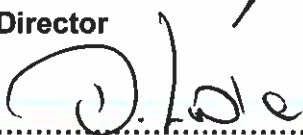
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

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


.....

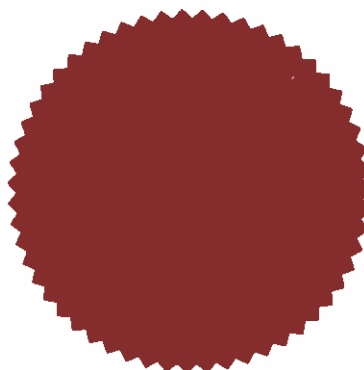
Director


.....

Director/Secretary

415

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



.....
Andrew Maughan

Authorised Signatory

Andrew Maughan
Borough Solicitor

SCHEDULE 1

The Permission

The draft planning permission attached hereto

Application ref: 2020/5633/P
Contact:
Tel: 020 7974
Date: 4 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

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

14-19 Tottenham Mews
London
W1T 4AA

Proposal:

DECISION
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.

Drawing Nos: Existing Drawings:

Prefix 13565-A-: L00-01-002 Site Plan, LXX-01-001 Location Plan, L00-01-100, L01-01-101, LXX-01-200 A , LXX-01-201, LXX-01-300, LXX-01-301, LXX-01-302, LXX-01-303.

Proposed Drawings:

Prefix 13565-A-: B01-03-099 A, L00-03-100 A, L01-03-101 A, L102-03-102 A, L03-03-103 A, L04-03-104 A, L05-03-105 A, RF-03-106 A, LXX-04-200 A, LXX-04-201 A, LXX-04-202 A, LXX-05-300 A, LXX-05-301 A, LXX-05-302 A, LXX-05-303 A.

Supporting Documents:

Energy Statement by TFT Revision 02 dated 27 May 2021; Sustainability Statement by TFT dated 24/11/2020; Preliminary Ecological Appraisal by The Ecology Consultancy dated 11/11/2020; Plant Noise Assessment Report, ref 27931 dated 12 October 2020; Environmental Noise Survey and Acoustic Design Statement Report ref. 27931/ADS1.Rev1 dated 12 November 2020; Air Quality Assessment by Air Quality Consultants dated November 2020; Transport Statement by Caneparo Associates dated November 2020; Travel Plan by Caneparo Associates dated November 2020; Delivery, Servicing and Waste Management Plan by Caneparo Associates dated November 2020; Archaeological Desk Based Study by Andrew Francis, dated 16/11/2020; Daylight and Sunlight Report by Point2 dated 25/11/2020; Daylight/ Sunlight letter from Point2 Consultancy dated 18th of May 2021; Internal Daylight Summary letter from Point2 Consultancy dated 19th of May 2021; Fire Strategy by Norman Disney & Young Revision 2.0 dated 5 November 2020; Ventilation and Extract Statement by Norman Disney & Young Revision 3.0 dated 14th May 2021; Affordable Housing Statement by DS2 LLP dated May 2021; Inclusive Design and Access Statement by Proudlock Associates dated 25-11-2020; Email at 14:05 on May 17 2021 from Hannah Willock setting out Affordable Workspace Terms; Geotechnical and Geoenvironmental Interpretative Report by CGL dated September 2020; CGL_09529 - Tottenham Mews: LBC Comment Tracker, Card Geotechnics Ltd Structural Engineering Report and Subterranean Construction Method Statement by Elliott Wood dated 13th November 2020; Surface Water Drainage Statement by Elliot Wood dated 13th November 2020.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 Approved Plans
The development hereby permitted shall be carried out in accordance with the following approved plans:

Drawing Nos: Existing Drawings:

Prefix 13565-A-: L00-01-002 Site Plan, LXX-01-001 Location Plan, L00-01-100, L01-01-101, LXX-01-200 A , LXX-01-201, LXX-01-300, LXX-01-301, LXX-01-302, LXX-01-303.

Proposed Drawings:

Prefix 13565-A-: B01-03-099 A, L00-03-100 A, L01-03-101 A, L102-03-102 A, L03-03-103 A, L04-03-104 A, L05-03-105 A, RF-03-106 A, LXX-04-200 A, LXX-04-201 A, LXX-04-202 A, LXX-05-300 A, LXX-05-301 A, LXX-05-302 A, LXX-05-303 A.

Supporting Documents:

Energy Statement by TFT Revision 02 dated 27 May 2021; Sustainability Statement by TFT dated 24/11/2020; Preliminary Ecological Appraisal by The Ecology Consultancy dated 11/11/2020; Plant Noise Assessment Report, ref 27931 dated 12 October 2020; Environmental Noise Survey and Acoustic Design Statement Report ref. 27931/ADS1.Rev1 dated 12 November 2020; Air Quality Assessment by Air Quality Consultants dated November 2020; Transport Statement by Caneparo Associates dated November 2020; Travel Plan by Caneparo Associates dated November 2020; Delivery, Servicing and Waste Management Plan by Caneparo Associates dated November 2020; Archaeological Desk Based Study by Andrew Francis, dated 16/11/2020; Daylight and Sunlight Report by Point2 dated 25/11/2020; Daylight/Sunlight letter from Point2 Consultancy dated 18th of May 2021; Internal Daylight Summary letter from Point2 Consultancy dated 19th of May 2021; Fire Strategy by Norman Disney & Young Revision 2.0 dated 5 November 2020; Ventilation and Extract Statement by Norman Disney & Young Revision 3.0 dated 14th May 2021; Affordable Housing Statement by DS2 LLP dated May 2021; Inclusive Design and Access Statement by Proudlock Associates dated 25-11-2020; Email at 14:05 on May 17 2021 from Hannah Willock setting out Affordable Workspace Terms; Geotechnical and Geoenvironmental Interpretative Report by CGL dated September 2020; CGL_09529 - Tottenham Mews: LBC Comment Tracker, Card Geotechnics Ltd Structural Engineering Report and Subterranean Construction Method Statement by Elliott Wood dated 13th November 2020; Surface Water Drainage Statement by Elliot Wood dated 13th November 2020.

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

3 Window and terrace screens

Prior to the commencement of the relevant works, details of the privacy measures to be installed on the windows on the north elevations at levels 1 to 5 shall be submitted to and approved in writing by the local planning authority.

These measures shall include details of screening on the northern side of the roof terrace at 5th floor level.

All such measures shall be fitted prior to first occupation of the relevant residential units and shall be retained permanently thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of Policies D1 and A1 of the Camden Local Plan 2017.

4 Building design details

Prior to commencement of the relevant works, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

- a) Details including sections at 1:10 of typical windows (including jambs, head and cill), railings to Juliet balconies, patterned ventilation grilles/panels and external doors;
- b) Plan, elevation and section drawings, of the ground floor commercial entrance and window onto covered link at a scale of 1:10
- c) Typical plan, elevation and section drawings of balustrading and drainage to access decks;
- d) Manufacturer's specification details or samples (as appropriate) of all facing materials;
- e) Sample panel of each of the proposed brick finishes showing the colour, texture, face-bond and pointing and typical elevation including a glazed opening showing reveal and header detail;
- f) Details of recesses at street level;
- g) Details of all finishes and materials used in covered link to Bedford Passage;
- h) Details of string courses and lintels;
- i) Details of rooftop plant enclosure, including details of the door from the access deck to the plant room at fifth floor level.

The relevant works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during construction of the relevant works for the building.

Reason: In order to safeguard the appearance of the buildings and the character and appearance of the wider area and to create a safer and more secure environment around the site in accordance with the requirements of Policies D1, D2, D3 and C5 of the Camden Local Plan 2017.

5 Internal noise levels

The design and structure of the development shall be of such a standard that it will protect residents within the same building or in adjoining buildings from noise and vibration from the development, so that they are not exposed to noise levels indoors of more than 35 dB LAeq 16 hrs daytime and of more than 30 dB LAeq 8 hrs in bedrooms at night.

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.

6 Residential refuse storage

Prior to first occupation of the flats, the refuse and recycling facilities hereby approved shall be provided and made available for use by the occupants.

The facilities shall be permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made, to avoid obstruction of the highway and to safeguard amenities of adjacent premises in accordance with the requirements of policy CC5, A1, and A4 of the Camden Local Plan 2017.

7 Noise levels from Commercial

Noise levels emitted from the use of the commercial unit at ground and basement levels shall be as follows:

Between 07:00 and 23:00 hours

1. The A-weighted equivalent continuous noise level (LAeq) emanating, as measured one metre from any facade of any noise sensitive premises over a 5 minute period when the premises are in use, shall not increase by more than 5dB as compared to the same measure, from the same position and over a comparable period with the premises not in use.

2. The unweighted equivalent noise level (Leq) in the 63Hz Octave band, measured using the "fast" time constant, inside any living room of any noise sensitive premises, with the windows open or closed, over any five minute period with the development in use, should show no increase as compared to the same measure, from the same location(s) and over a comparable period with the development is not in use

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.

8 Residential cycle parking

Prior to first occupation of the residential units, the 45 secure cycle parking spaces, shall be installed and made available for the residents, in accordance with the plans and Transport Statement hereby approved.

The approved facilities shall be retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of Policy T1 of the Camden Local Plan 2017.

9 Commercial cycle parking

Prior to first occupation of the commercial unit, the 6 secure cycle parking spaces shall be installed and made available for the users of the unit, in accordance with the plans and Transport Statement hereby approved.

The approved facilities shall be retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of Policy T1 of the Camden Local Plan 2017.

10 External fixtures

No lights, meter boxes, flues or pipes, and no telecommunications equipment, alarm boxes, man-safe rails, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings.

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 Water consumption

The development hereby approved shall achieve a maximum water use of 105litres/person/day (includes 5 litres for external use). The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2 (Adapting to climate change), CC3 of the London Borough of Camden Local Plan 2017.

12 Drainage strategy

Prior to commencement of development], full details of the sustainable drainage system including at least 29m³ of blue roof shall be submitted to and approved in writing by the local planning authority.

The details to include (as necessary) a revised drainage statement, SuDS pro-forma and supporting evidence.

Such a system should be designed 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, and shall demonstrate the run off rates approved by the Local Planning Authority.

The details shall include the proposed lifetime maintenance plan for each element.

All such systems shall thereafter be retained and maintained in accordance with the approved details.

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 CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

13 Living roof

Prior to commencement of the building superstructure, full details in respect of the green roof as shown on the approved roof plan, shall be submitted to and approved in writing by the local planning authority.

The details shall include the following:

- a. Detailed maintenance plan
- b. Details of its construction and the materials used
- c. A section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and
- d. Full planting details including species showing planting of at least 16 plugs per m².
- e. Consideration of relationship between photovoltaic panels and habitat creation

The development buildings shall not be implemented other than in accordance with the details as approved and the green roof shall be permanently retained and maintained thereafter in accordance with the approved scheme of maintenance.

[Guidance on living roofs is available in the Camden Biodiversity Action Plan: Advice Note on Living Roofs and Walls.]

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.

14 Bird Boxes

Prior to completion of the superstructure of the building, plans and elevations showing details of bird box locations and types, indication of species to be accommodated, and a maintenance methodology for annual cleaning, repair/replacement of the installed boxes, prepared in accordance with the recommendations of para 4.21 of the Preliminary Ecological Appraisal as approved, shall be submitted to and approved in writing by the local planning authority.

The boxes shall be installed in accordance with the approved plans prior to the occupation of the relevant building and thereafter retained and maintained in accordance with the approved maintenance methodology.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of Policy A3 of the Camden Local Plan 2017.

15 Piling Method Statement

No piling shall take place until a letter from Thames Water (or the relevant statutory undertaker) confirming that agreement has been reached with the developer 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 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 water 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.

16 Archaeology

Prior to the commencement of development a programme of archaeological investigation including the details of the suitably qualified investigating body to carry out such archaeological works as required shall be submitted to and approved in writing by the local planning authority. The development shall then only take place in accordance with such details as have been approved.

Reason: Important archaeological remains may exist on this site. Accordingly the Local planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

17 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.

18 Lighting strategy

Prior to commencement of the relevant part, a lighting strategy for the exterior of the building shall be submitted to and approved in writing by the local planning authority.

This shall include details of the lighting to the covered link to Bedford Passage.

All such features shall be fitted prior to first occupation of the development and shall be retained permanently thereafter.

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.

19 Photovoltaic panels

Prior to completion of the building superstructure, drawings and data sheets showing the location, extent and predicted energy generation of no less than 13,093kw/Annum of photovoltaic cells and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing.

The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided.

The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policies CC1 (Climate change mitigation) and CC2 (Adapting to climate change) of the London Borough of Camden Local Plan 2017.

20 Wheelchair homes

Two no. 2b4p flats at ground floor shall be designed and constructed in accordance with Building Regulations Part M4(3)(2)(b).

All other flats shall be designed and constructed in accordance with Building Regulations Part M4(2).

Reason: To ensure that the wheelchair units would be capable of providing adequate amenity in accordance with Policy H6 of the Camden Local Plan 2017.

21 Basement engineer

The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body.

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

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

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

22 BIA compliance

The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment Report (BIA) prepared hereby approved including the Building Damage Assessment that the damage to neighbouring structures will not exceed Burland Category 1 (Very Slight).

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.

23 Energy monitoring

In order to demonstrate compliance with the 'be seen' post-construction monitoring requirement of Policy SI 2 of the London Plan, the legal 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 legal Owner shall upon written notice from the Local Planning Authority immediately take all steps reasonably required to remedy non-compliance.

a. Prior to implementation, accurate and verified estimates of the 'be seen' energy performance indicators for the consented development, (as outlined in Chapter 3 'Planning stage' 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.

b. 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 Chapter 4 'As-built stage' of the GLA 'Be seen' energy monitoring guidance), shall be uploaded to the GLA's monitoring portal. 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 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.

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.

24 Fire Statement

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

The Fire Statement shall be produced by an independent third party suitably qualified assessor which shall detail the building's construction, methods, products and materials used; the means of escape for all building users including those who are disabled or require level access together with the associated management plan; access for fire service personnel and equipment; ongoing maintenance and monitoring and how provision will be made within the site to enable fire appliances to gain access to the building.

The development shall be implemented in accordance with the approved details.

Reason: In order to provide a safe and secure development in accordance with policy D12 of the London Plan 2021

25 Air Source Heat Pumps

Prior to completion of the superstructure, details, drawings and data sheets showing the location, performance and Be Green stage carbon saving of the air source heat pumps and associated equipment to be installed on the building, shall have been submitted to and approved by the Local Planning Authority in writing.

The measures shall include the installation of a metering details including estimated costs to occupants and commitment to monitor performance of the system post construction. A site-specific lifetime maintenance schedule for each system, including safe access arrangements, shall be provided.

The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local plan Policies

26 Commercial refuse storage

Prior to first occupation of the affordable workspace, the refuse and recycling facilities hereby approved shall be provided and made available for use by the occupants.

The facilities shall be permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made, to avoid obstruction of the highway and to safeguard amenities of adjacent premises in accordance with the requirements of policy CC5, A1, and A4 of the Camden Local Plan 2017.

27 Mechanical Ventilation

Prior to the first use of the premises for the use hereby permitted, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

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

28 Noise Levels

Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> 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.
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 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.

- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 9 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 10 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.
- 11 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 12 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 13 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).
- 14 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.

- 15 Thames Water requests that the development should incorporate protection to the property to prevent sewage flooding, by installing a positive pumped device (or equivalent reflecting technological advances), on the assumption that the sewerage network may surcharge to ground level during storm conditions. If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section
- 16 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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

Yours faithfully

Supporting Communities Directorate

SCHEDULE 2

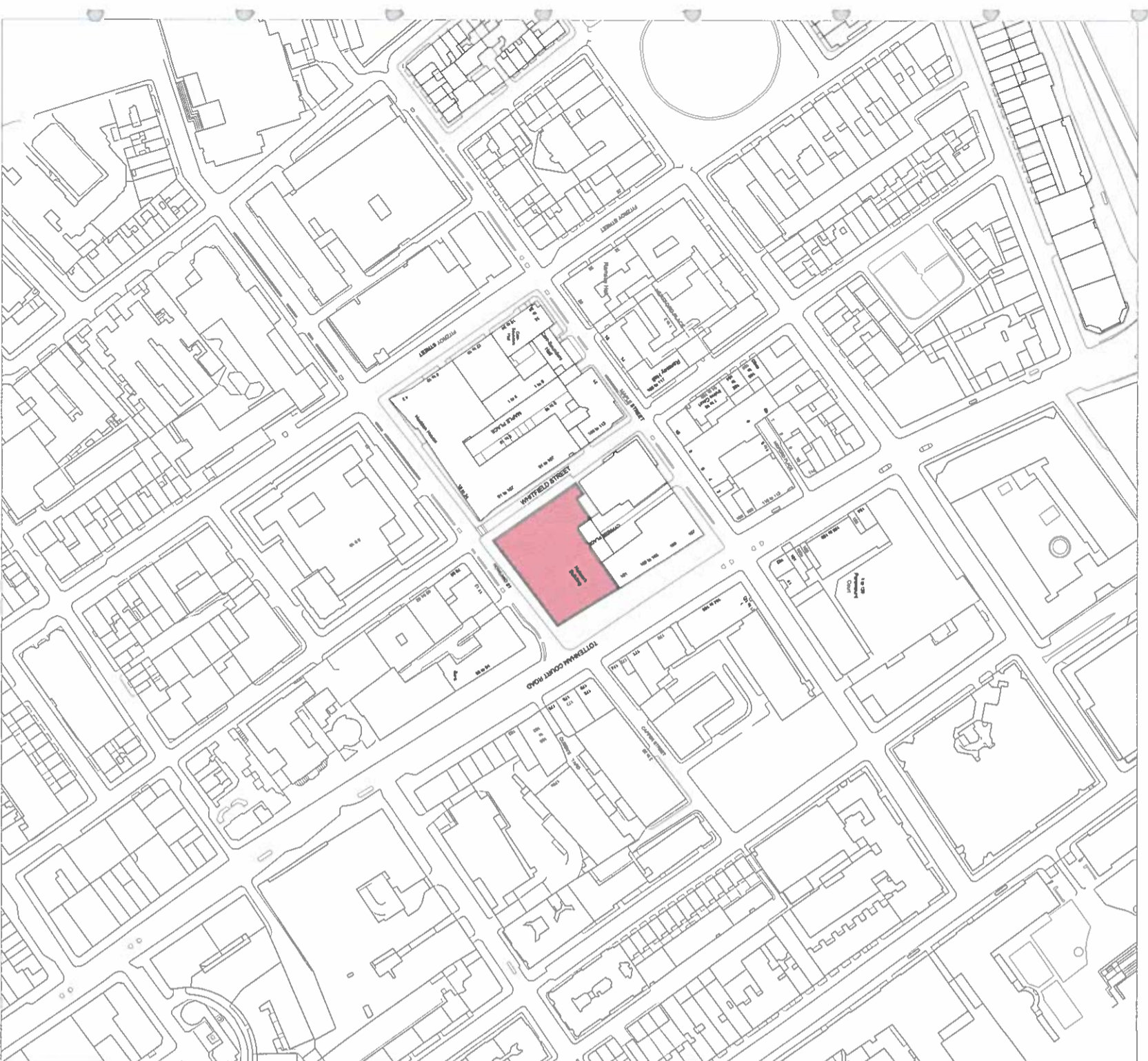
Plans and Drawings

Plan 1 – The Property

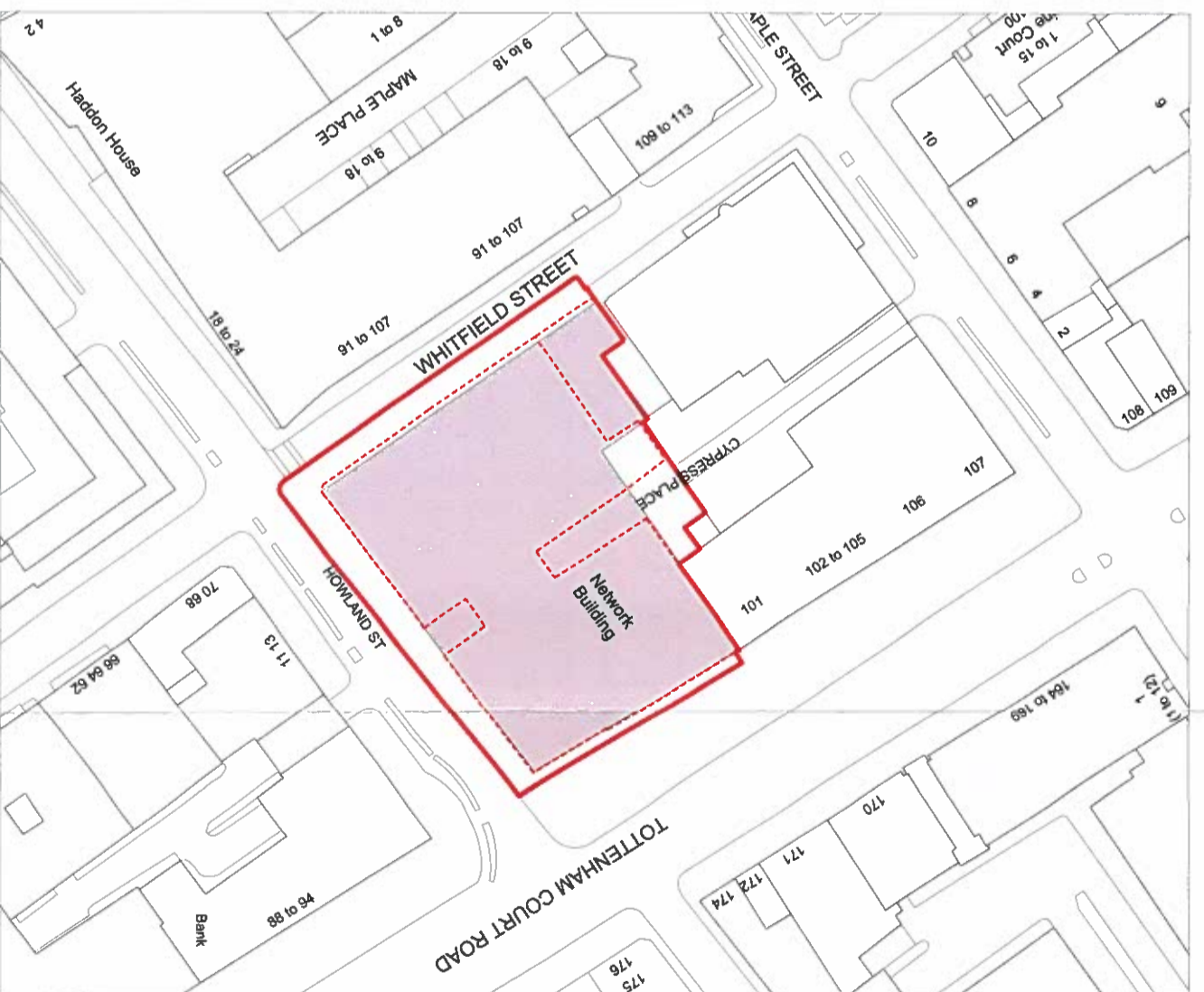
Plan 2 – The Network Building

Plan 3 – Bedford Passage

Drawings showing the location of the Affordable Housing Units and Affordable Workspace



1 Site Location Plan
1:1250

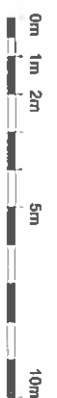


2 Proposed Site Plan
1:300

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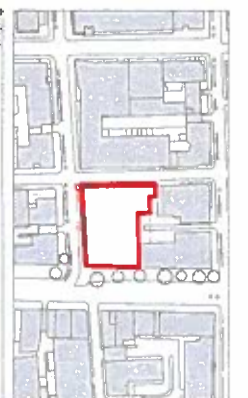
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- Application Site Location
- Proposed Building Footprint
- Site Boundary Line (Title Plan)
- Planning Application Site Extent



Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Initials]

Rev	Date	Description
0	23/11/20	Issued for Planning

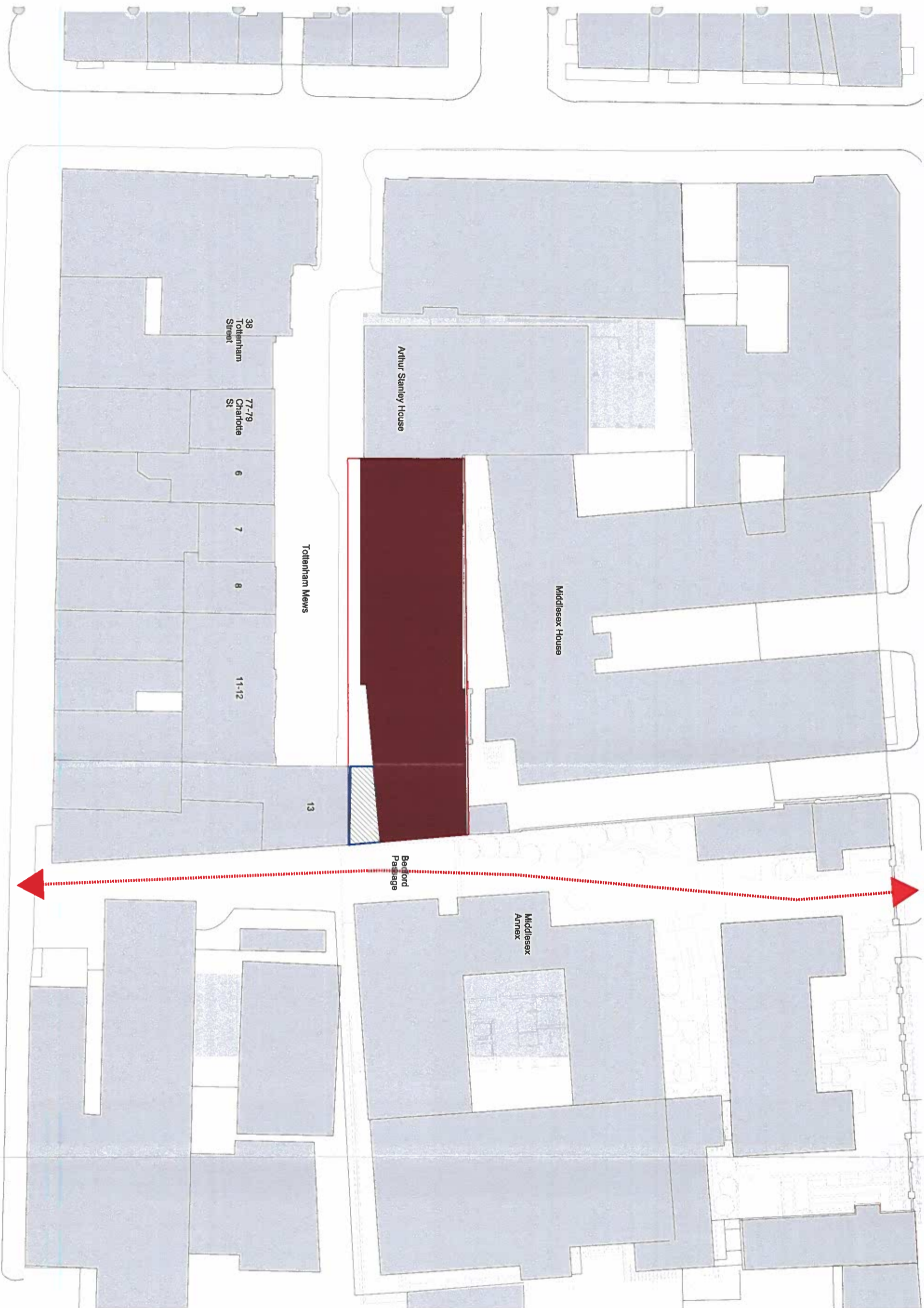
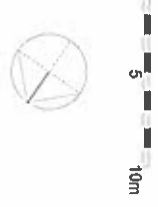


Project The Network Building
Client Demerit London
Date 23/11/2020
Scale 1:300
 As indicated at A1

Site Location Plans

Discipline	Level	Series	Dwg No	Rev
Planning	A	LXX	03	001
				0

The Centro Building
 100 Tottenham Court Road
 London W1P 0PT
 www.piercyandco.com
 info@piercyandco.com
 Telephone +44 (0)20 7437 9611



Notes
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 For all dimensions to be the proposed ground floor extension.
 For all dimensions to be the proposed ground floor extension.
 For all dimensions to be the proposed ground floor extension.

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Extent of proposed ground floor
 Site Boundary
 Proposed pedestrian link between Tottenham Mews & Bedford Passage

Handwritten signatures and initials:
 A.L.M.
 M.L.G.
 D.L.

04.02.22 Sketch Issue
 Rev: Date: Description



Project
 14 - 19 Tottenham Mews

Client
 Demerit London

Date
 04/02/22

Scale
 1:200@A1 1:400@A3

Tottenham Mews - Site Plan

Bedford Passage

Drawn Checked Approved
 KC VP ML

Discipline Level Series Dwg No. Rev
 13565 A 100 SK 100

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TENURE KEY:

2b4p
3b5p

INTERMEDIATE RENT

Studio
1b2p
2b3p
2b4p

AFFORDABLE WORKSPACE

A. J. G. M.
D.L.

- C 19.01.22 Tenure key update
- B 24.09.21 Stage 2 Update
- A 21.05.21 Planning updates
- Rev Date Description

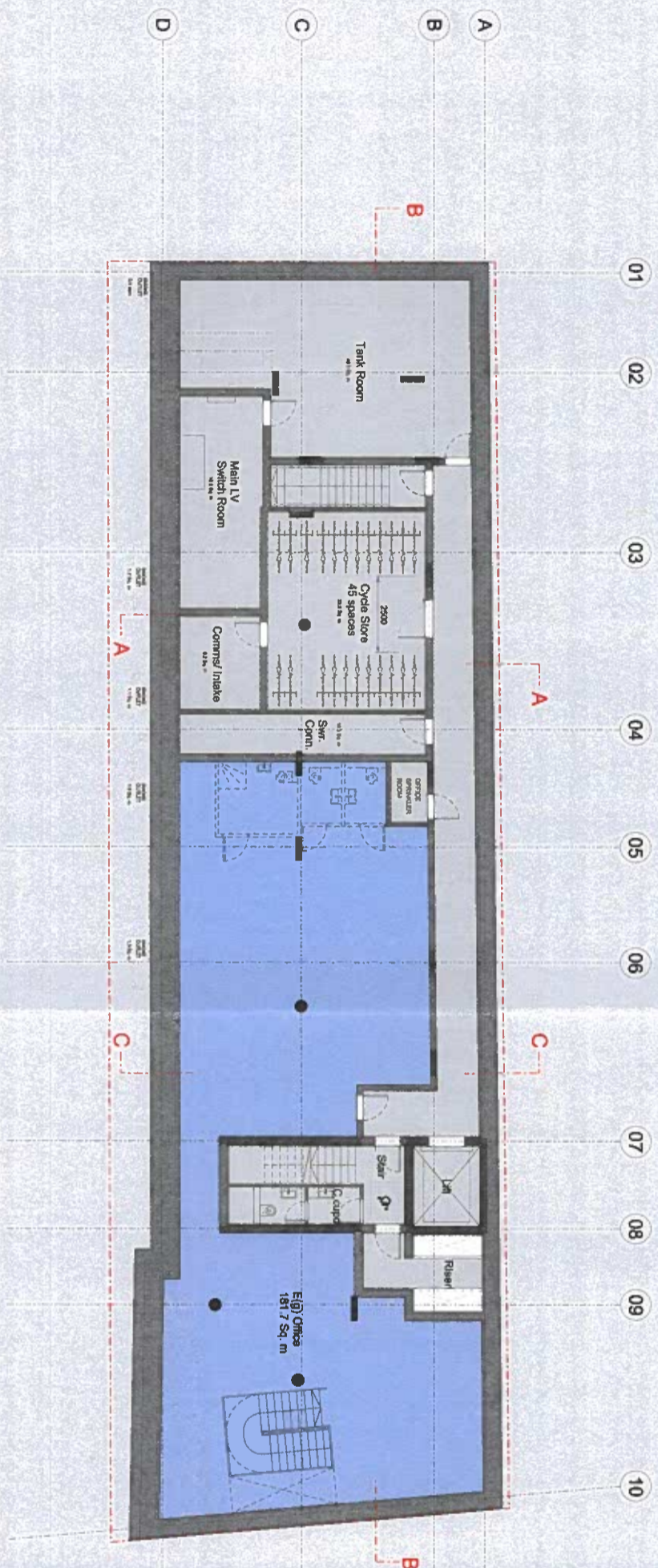


Project
14 - 19 Tottenham Mews
Client
Derwent London
Date
24/11/20
Scale
1:100 @ A1 1:200 @ A3

Lower Ground Floor Plan

Discipline	Level	Status	Dwg No	Rev
Project	A	801	03	099
Discipline	Level	Status <td>Dwg No</td> <td>Rev</td>	Dwg No	Rev
13565	A	801	03	099
C				

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- TENURE KEY:**
- 2b4p
 - 3b5p
- AFFORDABLE SOCIAL RENT**
- Studio
 - 1b2p
 - 2b3p
 - 2b4p
- INTERMEDIATE RENT**
- AFFORDABLE WORKSPACE

Handwritten signatures and initials:
 Arthur Stanley
 D.L.

- C 19.01.22 Tenure key update
 - B 24.09.21 Stage 2 Update
 - A 21.05.21 Planning updates
- Rev Date Description



Project
 14 - 19 Tottenham Mews

Client
 Derwent London

Date
 24/11/20

Scale
 1:100@A1 1:200@A3

Ground Floor Plan

Discipline	Level	Status	Dwg No	Rev.
Project	A	L00	03	100
Planning	A			C

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 Website: www.piercyandcompany.com

Piercy & Company



38 Tottenham Street

77-79 Charlotte St

6

7

8

11-12

Tottenham Mews

Bedford Passage

Middlesex House

Middlesex Annex



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TENURE KEY:
AFFORDABLE SOCIAL RENT

2b4p
 3b5p

INTERMEDIATE RENT

Studio
 1b2p
 2b3p
 2b4p

AFFORDABLE WORKSPACE

Handwritten signature
 M. G. S. G.



Project
 14 - 19 Tottenham Mews
Client:
 Derwent London
Date:
 24/11/20
Scale:
 1:100@A1 1:200@A3

First Floor Plan

Drawn	Checked	Approved
KC	VP	ML

Discipline Level Series Dwg No Rev.

Project	Discipline	Level	Series	Dwg No	Rev.
13565	A	E01	03	101	C

The Kenton Building
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Tenure
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TENURE KEY:

AFFORDABLE SOCIAL RENT

2b4p
 3b5p

INTERMEDIATE RENT

Studio
 1b2p
 2b3p
 2b4p

AFFORDABLE WORKSPACE

Handwritten signature

- C 18.01.22 Tenure key update
- B 24.09.21 Stage 2 Update
- A 21.05.21 Planning updates
- Rev Date Description



Project
 14 - 19 Tottenham Mews
Client
 Dorewell London
Date
 24/11/20
Scale
 1:100 @ A1 1:200 @ A3

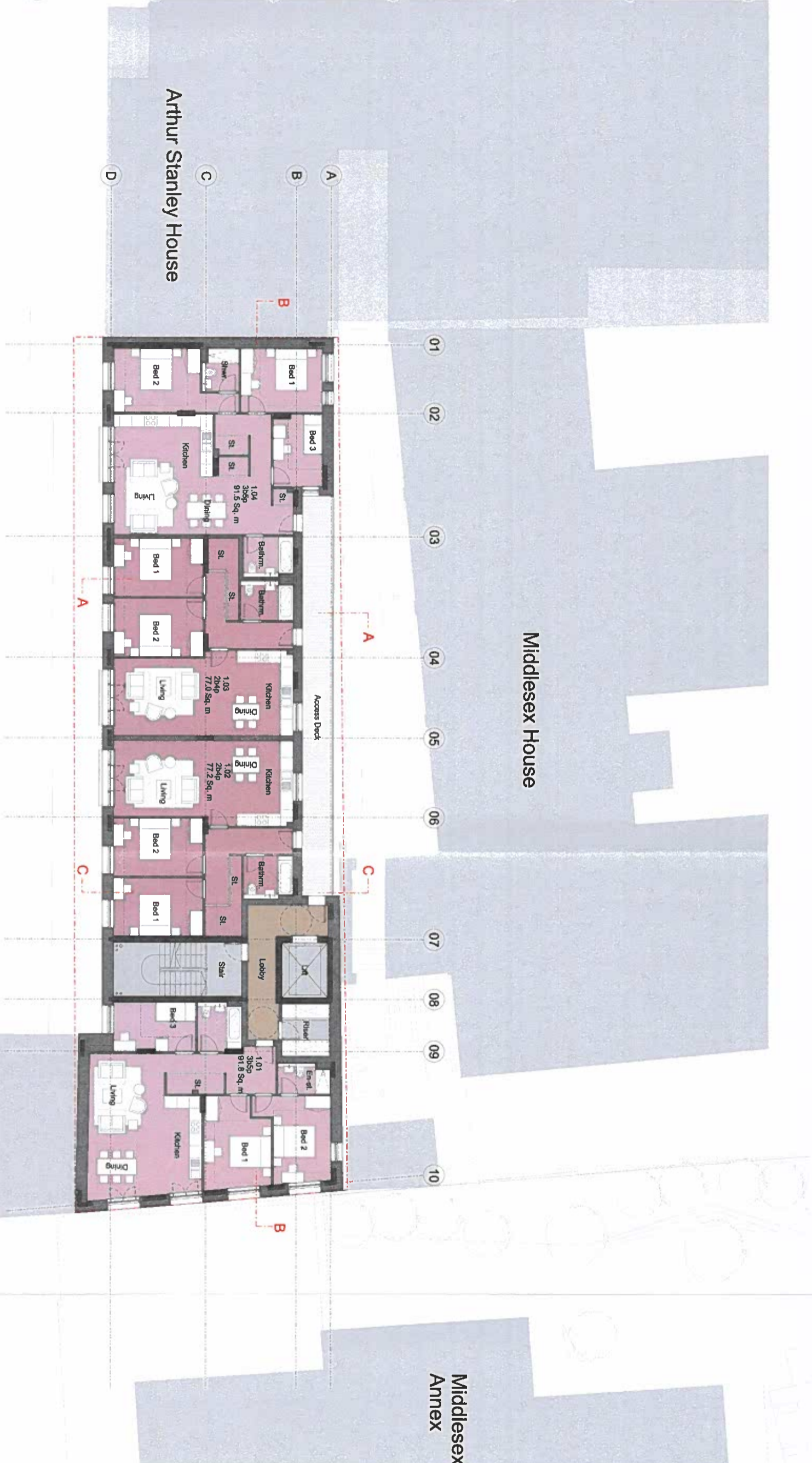
Second Floor Plan

Drawn	Checked	Approved
KC	VP	ML

Project	Discipline	Level	Series	Draw No	Rev.
13685	A	L02	03	102	C

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TENURE KEY:
 AFFORDABLE SOCIAL RENT

2b4p
 3b5p

INTERMEDIATE RENT

Studio
 1b2p
 2b3p
 2b4p

AFFORDABLE WORKSPACE

Handwritten signature

C 19.01.22 Tenure key update
 B 24.09.21 Stage 2 Update
 A 21.05.21 Planning updates
 Rev Date Description

Handwritten initials



Project
 14 - 19 Tottenham Mews

Client
 Demvent London

Date
 24/11/20

Scale
 1:100 @A1 1:200 @A3

Third Floor Plan

Discipline	Level	Series	Dwg No	Rev.
Project	A	103	03	103
Planning	A	103	03	103

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TENURE KEY:

- 2b4p
- 3b5p

AFFORDABLE SOCIAL RENT

INTERMEDIATE RENT

- Studio
- 1b2p
- 2b3p
- 2b4p

AFFORDABLE WORKSPACE

Handwritten signatures and initials:
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 [Signature]
 [Signature]
 [Signature]

- C 19.01.22 Tenure key update
- B 24.09.21 Stage 2 Update
- A 21.05.21 Planning updates
- Rev Date Description



Project
 14 - 19 Tottenham Mews

Client
 Demont London

Date
 24/11/20

Scale
 1:100@A1 1:200@A3

Fourth Floor Plan

Discipline	Level	Series	Draw No	Rev.
Planning	A	LO4	03	104
				C

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TENURE KEY:

AFFORDABLE SOCIAL RENT

2b4p
 3b5p

INTERMEDIATE RENT

Studio
 1b2p
 2b3p
 2b4p

AFFORDABLE WORKSPACE

M.S.
A.P.C.



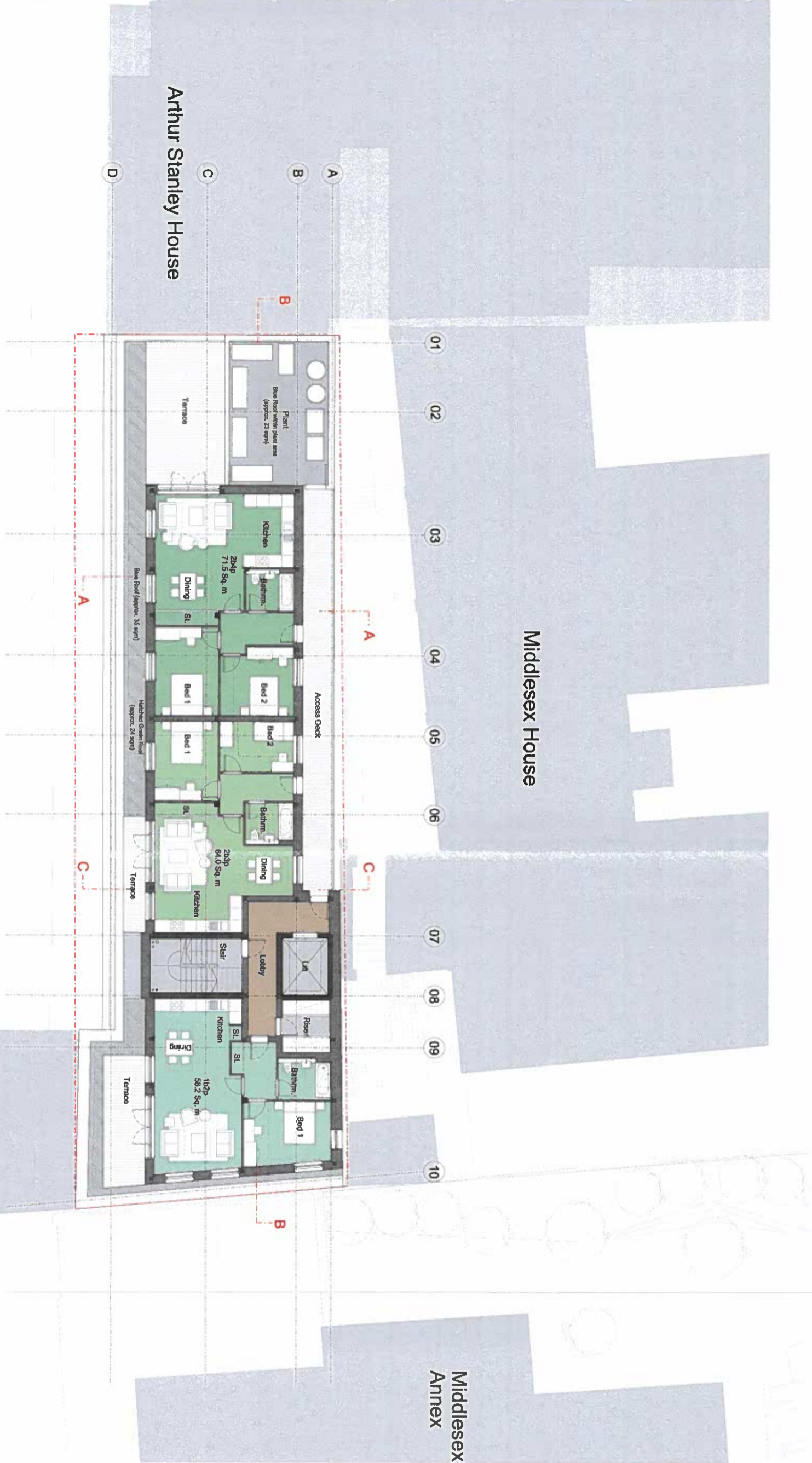
Project
 14 - 19 Tottenham Mews
Client
 Devent London
Date
 24/11/20
Scale
 1:100@A1 1:200@A3

Fifth Floor Plan

Discipline	Level	Settles	Dwg No	Rev
Project	A	L05	03	105
Planning	A	L05	03	105

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SCHEDULE 3

PART 1

CONSTRUCTION, TRANSPORT, HIGHWAYS OBLIGATIONS

RELEVANT DEFINITIONS

“Basement Approval in Principle Application” means an application to the Council’s Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure 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 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 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 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) 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;
- d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- e) 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);
- f) 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;
- g) the inclusion of a waste management strategy for handling and disposing of construction waste;
- h) 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
- i) 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 Implementation 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

“Highways Contribution” means the sum of £34,890 (thirty four thousand eight hundred and ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out 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) providing a new footway along the western frontage of the building;

(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

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

"Residents' 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 residents of the locality in which the Development is situated

"Residents' 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 Residents' Parking Bays

"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, with consideration of dwell times;
 - (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 Development 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;
 - (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 and Waste Management Plan on an annual basis for a period of five (5) years following first Occupation

“Travel Plan” a plan for setting out a package of measures to be adopted by the Owner in the management of the Business Units 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 £4,881 (four thousand eight hundred and eighty one 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 to review and approve the Owner’s Travel Plans over a six year period from the date of first Occupation of the Development

OPERATIVE PROVISIONS

CONSTRUCTION PROVISIONS

1. CONSTRUCTION MANAGEMENT PLAN

1.1 The Owner covenants with the Council:

1.1.1 On or prior to the Implementation Date to:

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

1.1.2 Not to Implement or permit Implementation 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 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 Implementation Date to pay to the Council the Construction Management Plan Bond in full; and

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

2.2 Following Implementation 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 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.

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).

CAR FREE PROVISIONS

4. CAR FREE

The Owner covenants with the Council:-

- 4.1 To ensure that prior to Occupying any Residential Unit each new occupier of such Residential Unit 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:
 - 4.1.1 be granted a Residents' Parking Permit to park a vehicle in a Residents' Parking Bay; or to
 - 4.1.2 buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to Occupy or use (or permit the Occupation or use of) any Residential Unit at any time during which the Occupier of such Residential Unit holds a Residents' Parking Permit to park a vehicle in a Residents' Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons' badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.3 To ensure that prior to Occupying any Business Unit each new occupant of the Business Unit 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:

- 4.3.1 be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- 4.3.2 buy a contract to park within any car park owned, controlled or licensed by the Council;
- 4.4 Not to Occupy (or permit further Occupation) of any Business Unit at any time during which the occupier of that Business Unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970); and
- 4.5 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 4 of this Part 1 of this Schedule.
- 4.6 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in paragraph 4 of this Part 1 of this Schedule above will remain in effect for the lifetime of the Development.

HIGHWAYS PROVISIONS

5 HIGHWAYS CONTRIBUTION

The Owner covenants with the Council:-

- 5.1 Not to Implement or permit Implementation of the Development until such time as:-
 - 5.1.1 the Owner has paid the Highways Contribution in full; and
 - 5.1.2 the Council has approved the Level Plans in writing.

- 5.2 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.
- 5.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("**the Certified Sum**") expended by the Council in carrying out the Highway Works.
- 5.4 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.
- 5.5 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.

6 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:

- 6.1 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
- 6.2 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 6 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

SERVICE MANAGEMENT AND TRAVEL PLAN PROVISIONS

7. SERVICE AND WASTE MANAGEMENT PLAN

The Owner covenants with the Council:

- 7.1 On or prior to the Occupation Date submit the Service and Waste Management Plan to the Council for approval; and
- 7.2 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.
- 7.3 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.
- 7.4 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.

8. TRAVEL PLAN

The Owner covenants with the Council

- 8.1 On or prior to the first Occupation of the Business Units to pay to the Council the Travel Plan Monitoring Contribution;
- 8.2 Not to Occupy or permit Occupation of any part of the Business Units until such time as the Council has received the Travel Plan Monitoring Contribution in full;
- 8.3 On or prior to the first Occupation of the Business Units to submit to the Council the Travel Plan for approval; and

- 8.4 Not to Occupy or permit Occupation of any part of the Business Units until such time as the Travel Plan has been approved by the Council as demonstrated by written notice to that effect.
- 8.5 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 Business Units 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.

9. BASEMENT APPROVAL IN PRINCIPLE

The Owner covenants with the Council:

- 9.1 On or prior to the Implementation Date to:-
- 9.1.1 submit the Basement Approval in Principle Application; and
 - 9.1.2 pay to the Council the Basement Approval in Principle Contribution; and
- 9.2 Not to Implement or permit Implementation of any part of the Development until such time as:
- 9.2.1 the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
 - 9.2.2 the Council has received the Basement Approval in Principle Application Contribution in full.

PART 2

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

RELEVANT DEFINITIONS

“Construction Apprentice Default Contribution” means the maximum sum of £21,000 (twenty one thousand pounds) (a sum being £7,000 per apprentice) to be 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 2.7 of this Part 2 of this Schedule 3 to this Agreement

“Construction Apprentice Support Contribution” means the sum of £5,100 (five thousand one hundred pounds) (being £1,700 per apprentice) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices

“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 2 and 3 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 3 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;
- (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

"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

"Local Procurement Code" means the code annexed at Schedule 6 to this Agreement;

1. EMPLOYMENT AND TRAINING PLAN (CONSTRUCTION PHASE)

The Owner covenants with the Council:

- 1.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan (Construction Phase);
- 1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan (Construction Phase) as demonstrated by written notice to that effect;

- 1.3 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 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.

2. LOCAL EMPLOYMENT

The Owner covenants with the Council:

- 2.1 On or prior to Implementation to pay the Council the Construction Apprentice Support Contribution in full; and
- 2.2 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full (as evidenced by notice in writing).
- 2.3 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:-
 - 2.3.1. Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
 - 2.3.2. 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;
 - 2.3.3. 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;

- 2.3.4. 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
- 2.3.5. 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.
- 2.4 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:-
- 2.4.1. recruited through the Kings Cross Construction Centre;
- 2.4.2. employed for a period of not less than 52 weeks; and
- 2.4.3. paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.
- 2.5 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).
- 2.6 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.

2.7 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:-

2.7.1 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

2.7.2 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.

3. LOCAL PROCUREMENT

3.1 The Owner shall prior to Implementation:

3.1.1 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

3.1.2 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.

3.2 The Owner shall ensure that:

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

3.2.2 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

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

PART 3
DESIGN AND PUBLIC REALM OBLIGATIONS

RELEVANT DEFINITIONS

“Approved Architect” means Piercy & Co 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)

“Bedford Passage” means the future pedestrian passage way providing a link between Cleveland Street and Charlotte Street as shown marked by red arrows on Plan 3 annexed hereto

“Bedford Passage Link” means the pedestrian passage way providing a link between Tottenham Mews and Bedford Passage as shown hatched in blue on Plan 3

“Bedford Passage Link Plan” means a plan setting out measures governing the use and safety of the Bedford Passage Link to be prepared with input from the Registered Provider of the Affordable Housing units including:

- a) details of consultation on the draft plan with the Registered Provider of the Affordable Housing Units and evidence that they have approved the same;
- b) details of the design and specification of the Bedford Passage Link to ensure that it is built to a satisfactory standard;
- c) measures to ensure that the Bedford Passage Link is opened as soon as possible following Occupation of the Development provided that this is no earlier than the date that Bedford Passage is opened for use by the public;
- d) measures to ensure and protect the 24 hour right of passage along the Bedford Passage Link for all but one day in each calendar year (subject also to paragraph (e) below) for the lifetime of the development, including measures to ensure that is kept in a useable condition and in good and substantial repair free from hazards obstacles and obstructions and fit in all respects for use by the public;
- e) an holistic review of the community safety for the Bedford Passage Link with a focus on public and private safety and security and measures to minimise anti social behaviour including the incorporation of relevant measures (including details of the operation of safety measures and equipment, lighting, CCTV and fire safety);

- f) details of the management, waste control, cleaning, draining, servicing and upkeep and details of how the Owner will coordinate maintenance of Bedford Passage with adjoining property owners and the parties responsible for maintaining Bedford Passage (as relevant);
- g) the inclusion of a mechanism for review and amendment of the above measures at a frequency agreed between the Council and the Owner;
- h) the right for the Owner to suspend the right of access in the event of an emergency except that such closure shall not continue for more than 48 hours without the written consent of the Council unless such closure is required by law or is otherwise advised by the Metropolitan Police; and
- i) the right for the Owner to suspend the right of access (on the giving of reasonable prior notice) for the purposes of reasonable maintenance, renewal, repair or inspection (in each case with the suspension to be undertaken in such a way as to cause minimum disruption to the public and to be for no longer than is reasonably necessary for the purpose intended and in any event shall not continue for more than 48 hours without the written approval of the Council)

“Public Open Space Contribution” means the sum of £101,182.50 (one hundred and one thousand one hundred and eighty two pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council 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

1. ARCHITECT RETENTION

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

- 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;
- 1.2 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
- 1.3 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 Consent.

2. BEDFORD PASSAGE LINK PLAN

The Owner covenants with the Council:

- 2.1 On or prior to the first Occupation of the Development to submit to the Council the Bedford Passage Link Plan for approval.
- 2.2 Not to Occupy nor permit Occupation of any part of the Development until such time as the Council has approved the Bedford Passage Link Plan as demonstrated by written notice to that effect and the Bedford Passage Link is completed and made ready to open to the public in accordance with the Bedford Passage Link Plan.
- 2.3 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 Bedford Passage Link 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.

3. PUBLIC OPEN SPACE CONTRIBUTION

The Owner covenants with the Council:

- 3.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full; and

3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Public Open Space Contribution in full (as demonstrated by written notice to that effect).

PART 4

AFFORDABLE HOUSING

RELEVANT DEFINITIONS

"Affordable Housing" means low-cost housing including London Affordable Rented Housing and Intermediate Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

"Affordable Housing Units" means the 13 Intermediate Housing Units and the 10 Social-Affordable Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

"Intermediate Rented Housing" means Affordable Housing that is occupied for the lifetime of the Development (subject to the provisions of this Agreement) available for rent above target rents but substantially below open market levels and occupied on the following basis:-

(a) it complies with the requirements set out for housing of this type in the Mayor of London's "Homes for Londoners Affordable Homes Programme 2016-2023 and successor documents;

(b) it is consistent with the Council's Local Plan and Camden Supplementary Planning Document "Interim Housing CPG" and the requirements set out in paragraph 4.6.7 and 4.6.8 of the London Plan 2021 or its successor policies (subject to annual reviews);

(c) it provides housing where the annual housing costs for each intermediate rented home (including rent and service charge) is:-

(i) affordable to households paying no more than 40% of net income on rent and service charge where net incomes are 70% of gross incomes and gross household incomes do not exceed the maximum eligible household income for Intermediate Rent Housing set out by the London Plan as updated by the London Plan Annual Monitoring Report; and

(ii) not exceed £172 per week for studio units and £229 per week for 1-bedroom units and £269 per week for 2-bedroom (3 person) units £323 per week for 2-bedroom (4 person) units in gross total rent subject to annual rent increases not exceeding the annual increase in the Consumer Price Index +1%; and

(d) the tenancies shall be marketed to people who are registered on the Council's Intermediate Housing Register of Interest and let in accordance with the Council's Priority Matrix as set out in Schedule 1 of the Council's Intermediate Housing Strategy and successor policies;

"Intermediate Rented Housing Units" the 13 units of Intermediate Rented Housing forming part of the Development comprising 2 x studio (1 person), 3 x 1 bedroom (2 person), 3 x 2 bedroom (3 person) and 5 x 2 bedroom (4 person) units the same as shown shaded green on drawings 13565-A-L03-03-103 C, 13565-A-L04-03-104 C and 13565-A-L05-03-105 C appended to this Agreement at Schedule 2

"London Affordable Rented Housing" means a tenure of Affordable Housing that is available as low cost rented homes in London to help low-income households who are unable to secure or sustain housing on the open market in perpetuity such that homes provided:

(a) meet the following weekly rent benchmarks (exclusive of service charge) as set out at Table 1 of the Mayor of London's "Homes for Londoners; Affordable Homes Programme 2021-2023" as updated from time to time or as set out in any subsequent equivalent document confirmed by the Council as being applicable;

(b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;

(c) are consistent with the requirements set out for Affordable Housing for Rent in the National Planning Policy Framework;

(d) are consistent with the information in relation to London Affordable Rented Housing set out in Camden's Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and its successor policies and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews); and

(e) are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of London Affordable Rented Housing Units within the Residential Element;

"Registered Provider" means a registered provider of Affordable Housing registered as such by the Regulator and selected from the approved strategic partner list as published on the Council's website and updated from time to time) unless otherwise agreed by the Council in writing;

"Regulator" means the Regulator of Social Housing and any successor organisation

"Social-Affordable Rented Housing" means Affordable Housing that is to be provided and occupied for the lifetime of the Development (subject to the provisions of this Agreement) as London Affordable Rented Housing or (if agreed in writing between the Owner and the Council) Social Rented Housing

"Social-Affordable Rented Housing Units" means the 10 units of Social-Affordable Rented Housing comprising 4 x 3 bedroom (5 person) and 6 x 2 bedroom (4 person) units the same as shown shaded pink on drawings 13565-A-L00-03-100 C, 13565-A-L01-03-101 C and 13565-A-L02-03-102 C appended to this Agreement at Schedule 2

"Social Rented Housing" means Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the MHCLG Policy Statement on Rents for Social Housing February 2019 (or successor policies);
- (c) comply with the requirements of the Mayor of London's Funding Guidance for the Affordable Homes Programme 2016-23 or successor Funding Guidance as applicable;
- (d) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews);
- (e) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

1 AFFORDABLE HOUSING

- 1.1 On or prior to Implementation to submit to the Council for its written approval details of the Registered Provider or a shortlist of proposed registered providers with

evidence to demonstrate to the Council's reasonable satisfaction that the Owner is in advanced negotiations with a view of engaging the Registered Provider.

- 1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Registered Provider or the shortlist of proposed Registered Providers (with the evidence having been provided in accordance with sub-paragraph 1.1) as demonstrated by written notice to that effect.
- 1.3 To commence all works of construction conversion and fitting out necessary to make the Residential Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 1.4 Subject to paragraph 2, to ensure that the Residential Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than Social-Affordable Rented Housing and Intermediate Rented Housing, as the case may be.
- 1.5 Not to Occupy or allow Occupation of any part of the Development until such time as:
 - (i) the Residential Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Residential Units have been completed in accordance with the requirement of Sub-paragraph 1.3 hereof.
- 1.6 To ensure that the Residential Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, Homes England (or successor bodies) or the Council from time to time.
- 1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Residential Units or any part thereof (except by way of mortgage)

other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by Homes England or the Regulator or the Council.

2. AFFORDABLE HOUSING EXEMPTION

Schedule 7 shall apply in relation to the Affordable Housing Units.

PART 5

AFFORDABLE WORKSPACE

RELEVANT DEFINITIONS

“Affordable Workspace” means all of the Business Units consisting of subsidised 346.40 square metres of affordable workspace within the basement and ground floor of the Development as shown shaded blue on drawings 13565-A-B01-03-099 C and 13565-A-L00-03-100 C appended to this Agreement at Schedule 2 (or such alternative provision as may be agreed in writing with the Council) and to be Occupied in accordance with the Affordable Workspace Management and Marketing Plan to be approved by the Council pursuant to paragraph 2 of Part 5 of this Schedule

“Affordable Workspace Management and Marketing Plan” means a plan setting out a package of measures to be submitted by the Owner and approved by the Council for the provision and management of the Affordable Workspace which shall include (inter alia) the following:-

- (a) details of the Affordable Workspace Provider;
- (b) measures to ensure the Affordable Workspace shall be constructed and fitted out to the Affordable Workspace Specification;
- (c) measures to ensure the rental level and service charges for the Affordable Workspace are agreed with the Council in writing and based on 50% of the market value for annual rents charged for comparable spaces within the local area of the Development and for a 10 year period following Occupation;
- (d) measures to ensure the Affordable Workspace will be offered to small and medium sized businesses and services ('SMEs') that provide employment for Camden residents and whose activities contribute to the 'Knowledge Economy' (economic activities classed within academic, research, scientific, media, cultural and computing sectors);
- (e) details of how and where the Affordable Workspace will be marketed to include a specific strategy to promote and market the Affordable Workspace to Knowledge Economy SMEs through local business channels and networks such as Business Improvement Districts in the London Borough of Camden;
- (f) the marketing particulars of the Affordable Workspace and the specification of the rents and length of rental term to be offered;

- (g) a mechanism to calculate rental levels afresh by the Owner prior to any new tenant entering into a tenancy agreement for the Affordable Workspace (or a part thereof);
- (h) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Affordable Workspace Plan on an annual basis for a period of five (5) years following first Occupation of the Affordable Workspace.

"Affordable Workspace Provider" means one of the following as shall be approved by the Council in writing:

- (a) such company, organisation or management group with experience of operating shared workspaces (including affordable workspaces) for multiple occupation by micro, small and medium sized;
- (b) the Registered Provider; or
- (c) the Owner

provided that if the Registered Provider or the Owner is to be approved by the Council as the Affordable Workspace Provider they will first need to have demonstrated to the Council's reasonable satisfaction that they have the requisite marketing and management skills (either in-house or through third party contractors) to successfully operate the Affordable Workspace

"Affordable Workspace Specification" means a detailed design specification for the Affordable Workspace so as to ensure that it is completed and fitted out to a reasonable standard for comparable space of a similar size and purpose so that it is fit for purpose and ready for Occupation at no cost to prospective occupiers and comprising:

- (a) building shell suitable for office/meeting rooms (without decorative finish and internal partitions);
- (b) all external windows and doors installed;
- (c) raised floors installed (without decorative finish);
- (d) extension of the mechanical and electrical services above the ceiling from the riser across the space including small power sockets to skirting or dado trunking;
- (e) insulation and finishes to the internal face of the external and core walls;
- (f) fully finished female and male toilets (including the accessible WC and shower facilities but excluding any non-standard or specialist fittings);
- (g) service connections for gas (if applicable) electricity water foul drainage and telephone; and
- (h) compatible with occupation by knowledge economy start-ups

1 AFFORDABLE WORKSPACE

- 1.1 On or prior to the Implementation Date to submit to the Council for approval the Affordable Workspace Specification.
- 1.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Affordable Workspace Specification as demonstrated by written notice to that effect.
- 1.3 Prior to Occupation of the Affordable Workspace, the Owner shall submit to the Council for approval the Affordable Workspace Management and Marketing Plan.
- 1.4 Not to Occupy or permit Occupation of the Affordable Workspace until such time as the Council has approved the Affordable Workspace Management and Marketing Plan as demonstrated by written notice to that effect.
- 1.5 The Owner covenants with the Council that following the Occupation Date of the Affordable Workspace the Owner shall operate and maintain the Affordable Workspace at all times in accordance with the Affordable Workspace Specification and Affordable Workspace Management and Marketing Plan and shall not Occupy or permit Occupation of any part of the Affordable Workspace at any time when that part of the Affordable Workspace is not being managed in accordance with the Affordable Workspace Specification and Affordable Workspace Management and Marketing Plan (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.

PART 6

ENVIRONMENTAL OBLIGATIONS

RELEVANT DEFINITIONS

“Carbon Offset Contribution” means the sum of £22,973 (twenty two thousand nine hundred and seventy three 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 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 “Energy Statement by TFT Revision 02” dated 27 May 2021 submitted as part of the Planning Application to: achieve the approved reduction target of at least 12.5% for the Be Lean Stage (at least 5.2% (with a target to achieve 10%) in respect of the residential element and 18.9% in respect of the commercial element of the Development) and achieve at least a 63.3% total reduction in CO2 emissions beyond the Part L 2013 baseline (using SAP10 emission factors;
- (ii) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce both the residential and commercial elements of the Development’s carbon emissions through renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 50.8% 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) 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;

- (vii) 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
- (viii) 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 by TFT" dated 24 November 2020 and submitted as part of the Planning Application and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);
- (ii) achieve a maximum internal water use of 110 litres/person/day, allowing 5 litres/person/day for external water use
- (iii) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (iv) 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

- (v) identifying means of ensuring the provision of information to the Council to monitor the implementation of the Sustainability Plan for review and update as required from time to time;

1. CARBON OFFSET CONTRIBUTION

The Owner covenants with the Council:

- 1.1 On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution in full; and
- 1.2 Not to Implement nor allow Implementation 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.

SCHEDULE 7

AFFORDABLE HOUSING EXEMPTIONS

RELEVANT DEFINITIONS

- “Charge”** means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
- “Chargee”** means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
- “Date of Deemed Service”** means, in each instance where a Chargee has served a Default Notice under paragraph 4.1(a) of this Schedule:
- (a) in the case of service by delivery by hand of the Default Notice to the Council’s offices at 5 Pancras Square, London, N1C 4AG during opening hours, the date on which the Default Notice is so delivered if it is delivered prior to 4pm or the following Working Day if it is delivered after 4pm; or
 - (b) in the case of service by using first class registered post to the Council’s offices at Camden Town Hall, Judd Street, London WC1H 9LP, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by

Royal Mail proof of delivery or otherwise)

- “Default Notice”** means a notice in writing served on the Council by the Chargee under paragraph 4.1(a) of this Schedule of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units
- “Intention Notice”** means a notice in writing served on the Chargee by the Council under paragraph 4.2 of this Schedule that the Council is minded to purchase the relevant Affordable Housing Units
- “Moratorium Period”** means, in each instance where a Chargee has served a Default Notice under paragraph 4.1(a) of this Schedule the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)
- “Option”** means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 4.3 of this Schedule for the purchase of the Affordable Housing Units
- “Sums Due”** means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
- “Working Day”** means any day except Saturday, Sunday and any bank or public holiday

1 CHARGEES IN POSSESSION

- 1.1 The restrictions contained in paragraph 1 of Part 4 of Schedule 3 of this Agreement shall not be binding upon a Chargee PROVIDED THAT a Chargee must:
- (a) serve a Default Notice on the Council by delivery by hand to the Council’s offices at 5 Pancras Square, London, N1C 4AG during opening hours or using first class registered post to the Council’s offices at Camden Town Hall, Judd Street, London WC1H 9LP in either case addressed the following recipients

with a copy of the same notice sent for information only by email to the Planning Obligations Monitoring Officer to PlanningObligations@camden.gov.uk:

- i. The Chief Executive;
- ii. Chief Planning Officer;
- iii. The Borough Solicitor;
- iv. The Head of Development Management;
- v. The Housing Commissioning and Partnership Manager; and
- i. The Planning Obligations Monitoring Officer

prior to seeking to dispose of the relevant Affordable Housing Units;

- (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - (c) subject to paragraph 1.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 1.3 below.
- 1.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 1.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- (a) the sale and purchase will be governed by [the Standard Commercial Property Conditions (Third Edition – 2018 Revision)] (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - (b) the price for the sale and purchase will be agreed in accordance with paragraph 1.4.(b) below or determined in accordance with paragraph 1.5 below;
 - (c) provided that the purchase price has been agreed in accordance with paragraph 1.4(b) below or determined in accordance with paragraph 1.5 below, but subject to paragraph 1.3(d) below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

- (d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

1.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units; and
 - (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

1.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 1.4(b)(i) above:

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 1.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
 - (d) the independent surveyor shall act as an expert and not as an arbitrator;
 - (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 1.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraph 1 of Part 4 of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- (a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 1.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 1.1 to 1.6 above (inclusive).

2. TENANTS

- 2.1 The restrictions contained in paragraph 1 of Part 4 of Schedule 3 of this Agreement shall not be binding upon any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a

Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy (including the preserved right to buy) pursuant to the Housing Act 1985 (or an statutory successor thereto) or any other statutory provision for the time being in force in respect of any Affordable Housing Unit.

- 2.2 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of any Affordable Housing Unit to such a tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provide can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).