

DATED

24 March

2009

(1) B. L. C. T. (16699) LIMITED

(2) B. L. C. T. (16700) LIMITED

- and -

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

I CERTIFY  
THAT THIS IS A  
TRUE AND CORRECT  
COPY OF THE ORIGINAL  
SIGNED:  
*Gennifer Lunn*  
Solicitor of the Supreme  
Court of England + Wales  
7th April 2009

**AGREEMENT**

relating to land known as North East Quadrant NW1  
pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)  
and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1947  
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THIS AGREEMENT is made the

24

day of

March

2009

**BETWEEN:**

- 1 **B. L. C. T (16699) LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the First Owner") of the first part
- 2 **B. L. C. T (16700) LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the Second Owner") of the second part
- 3 **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1 The First Owner is registered at HM Land Registry as the freehold proprietor with title absolute under title numbers NGL171156 and NGL21312 of the Property and the Second Owner is registered at HM Land Registry as the leasehold proprietor with title absolute under title number NGL710882 of the Property and the First Owner and the Second Owner are together hereinafter referred to as "the Owner".
- 1.2 A planning application for the development of the Property was submitted to the Council and registered under reference number 2007/0823/P.
- 1.3 The Council's Development Control Committee on 24 April 2008 resolved to grant full permission subject to an Agreement under Section 106 of the Act.
- 1.4 The Council is the local planning authority for the purposes of the Act the local highway authority for the purposes of the Highways Act 1980 and the education authority for the purposes of the Education Act 1996 for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.5 The Council considers it expedient in the interests of the proper planning of its area including, in particular (a) environmental improvements; (b) mitigation of effects of the development proposals and (c) provision of off site or other benefits to achieve regeneration and improvement to the well being of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement and the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended).
- 2.2 "Affordable Housing" subsidised low cost housing available for occupation for people who cannot afford to occupy homes available in the open market.
- 2.3 "the Affordable Housing Units" The 70 residential units within the Residential Development to be constructed, fitted out and occupied exclusively as Affordable Housing comprising the 60 units edged red on the Social Housing Plans (incorporating 14 x 1 bed room units, 36 x 2 bedroom units and 10 x 3 bed room units to be created and used exclusively as Social Rented Housing ("the Social Rented Housing Units") and the 10 units edged in blue on the Social Housing Plans (incorporating 6 x 1 bed room units and 4 x 2 bedroom units to be created and used exclusively as Intermediate Housing ("the Intermediate Housing Units").
- 2.4 "Affordable Wheelchair Homes Plan" A Wheelchair Homes Assessment for the Affordable Housing Units demonstrating to the satisfaction of the Council that 10% of affordable residential units are designed to meet the standards set out in Wheelchair Housing Design Guide (BRE Press 2006).
- 2.5 "Air Quality Management Plan" A plan setting out the detailed mitigation measures that the Owner will take to address the following issues within the construction of the Development
1. Provision of mechanical ventilation for residential and office units which shall meet the following requirements:

(a) All air inlets shall be located away from any exit flues associated with the heating and cooling systems, CHP to reduce ingress of pollution concentrations into the indoor environment.

(b) All mechanical ventilation shall be maintained in accordance with manufacturers' recommendations.

(c) All mechanical ventilation shall be designed to minimise energy use.

2. Provision of non-opening windows for all commercial, office and retail units.

3. Exhaust stack associated with heating, cooling and mechanical ventilation systems shall be located away from roof gardens.

4. The CHP system shall meet the following requirements:

(a) The CHP exhaust stack shall be of sufficient height to encourage the effective dispersion of pollution emissions and an appropriate methodology shall be adopted to determine the stack height. The calculated stack height, with the relevant calculations shall be presented in a report and submitted to the local authority prior to commencement of the development.

(b) There will be a written schedule of maintenance for the CHP system to be approved as part of the plan.

(c) The Council's environmental health team shall be notified in writing prior to any change in the fuel type used to power the CHP system.

- 2.6 "the Application" a planning application in respect of the Development validated by the Council on 24 June 2007 for which a resolution to grant permission has been passed conditionally under reference number 2007/0823/P subject to completion of this Agreement.
- 2.7 "the Biodiversity Plan " a plan demonstrating how the Development will provide biodiversity improvement measures including for example green and brown roofs, nesting boxes, green walls and any other biodiversity measures.
- 2.8 "the Car Club Plan" a plan securing the provision of two off street car club bays within the Property and three on street car club bays for a car sharing car club and the subsequent management of such car club with the on street facilities to be available for the public at large and the off street facilities to be exclusively available for residents of the Development.
- 2.9 "CHP" combined heat and power system involving the simultaneous generation of usable heat and power (electricity) in a single process.
- 2.10 "the Code of Construction Practice" the method statement giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase such code to set out how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations for pedestrians and other road users and to include to include:
- (i) The access arrangements for vehicles.

- (ii) Proposed vehicle routes to and from the Property.
- (iii) Sizes of all vehicles and the schedule of when they need access to the site.
- (iv) Swept path drawing for the vehicle routes for all vehicles sizes.
- (v) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- (vi) Parking and loading arrangement of vehicles and delivery of materials and plant to the Property.
- (vii) Details of proposed parking bays suspensions and temporary traffic management orders.
- (viii) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- (ix) Details of hoardings required on the public highway.
- (x) Details of how pedestrian and cyclist safety will be maintained on site and on the public highway within the vicinity of the Property, including banksmen arrangements and any proposed alternative routes (if necessary).
- (xi) The proposed working hours.
- (xii) Start and end dates for each phase of construction.
- (xiii) Details of how traffic associated with the development will be managed in order to reduce congestion.

(xiv) Details of any other measure designed to reduce the impact of associated traffic (such as the use of construction material consideration centres).

(xv) Any other relevant information.

2.11 "the Code of Construction Impact Management" a method statement or separate method statements giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail management schemes containing the phased measures that will be taken in each of the following different stages of the Construction Phase namely (a) ground breaking and (b) construction/build to ensure the best practical means are achieved to control manage and minimise the impact on amenity created by the carrying out of the Construction Phase in relation inter alia to noise and dust and emissions of other pollutants from and attributable to the Development such code to include a risk assessment and a method statement in accordance with the "Control of dust and emissions from construction and demolition" Best Practice Guidance published by London Councils and GLA, a specific timetable of dust generating activities and proposed dust control measures and timetable for the submission of any applications required in relation to each of phases (a) (b) referred to above under Section 60 of the Control of Pollution Act 1974, together with an air quality monitoring protocol outlining the methods for monitoring PM10 and dust deposition, the location of monitoring sites before and during the construction phase and the duration of air quality monitoring and providing a reasoned explanation of how equipment will be maintained and how measured data will be reported shall be presented. (Reference to be made to the locations and types of air pollution monitoring equipment stated in the London Best Practice Guidance with the appropriate Quality Risk Assessment stated in the guidance to be carried out to determine the risk

rating of the development and the appropriate level of air quality monitoring).

- 2.12 "Commercial Sustainability Certification" a BREEAM Post Construction Review(s) of the Commercial Development conducted by a qualified BREEAM assessor certifying that this element of the Development has been completed to achieve:
- (a) an excellent rating overall
  - (b) at least 60% of the Energy credits available
  - (c) at least 60% of the Water credits available
  - (d) at least 40% of the Materials and Resources credits available.
- 2.13 "the Commercial Development" the whole of the Development save for the Residential Development.
- 2.14 "the Commercial Green Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Commercial Development incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing trips by staff and visitors in motor vehicles to and from the Property promoting the use of environmentally friendly transport and minimizing the impact of service vehicle deliveries when servicing the Commercial Development.
- 2.15 "the Commercial Implementation Date" the date of Implementation of the Commercial Development.
- 2.16 "the Commercial Occupation Date" the first date when any part of the Commercial Development is Occupied.



2.17 "the Community Booking Space"

that part of the Community Space available to be let (which excludes the areas initially to be used as café, tea point, offices, reception corridors and circulation space, stores and WCs and associated lobbies) as the same is shown coloured orange on plan 351sk1747A (or alternative areas of the same metreaage used for the same purposes).

2.18 "the Community Fund Contribution"

the sum of £203,000 (two hundred and three thousand pounds) to be applied by the Council in the event of the receipt to the carrying out of the following capital works and improvements at projects providing community benefits in the vicinity of the Development including SURMA Community Centre and Samuel Lithgow Centre and activity schemes/equipment for local children and young people.

2.19 "the Community Safety Contribution"

the sum of £50,000 (fifty thousand pounds) to be applied by the Council in the event of receipt to community safety measures within a radius of 0.5 kilometres of the Property.

2.20 "the Community Space Plan"

a plan setting out provisions for the fitting out and the terms of occupation of the facilities shown edged red on drawing 351sk1747A annexed hereto ("the Community Space") which shall include a detailed design for the construction and fitting out of the Community Space in accordance with the outline brief attached at Schedule 4 such plan to secure each of the requirements (i) to (iv) below in perpetuity:

- (i) that the Community Space is (subject to (ii) below) occupied exclusively by a community based arts body ("the Tenant") being either the DIORAMA group ("Diorama") or some other community based arts body approved in writing by the Council at a rent of one peppercorn for the first three years and thereafter at a rent at least 30 per cent less than the market value of the facilities.

(ii) (unless otherwise agreed with the Council in writing) the terms on which the Tenant occupies the Community Space ensure that the Community Booking Space is available for public use by local community groups ("the Community User") or in conjunction with local community groups (a) at a cost which has been demonstrated to the Council's satisfaction to be no greater than the amount needed to cover the running costs of the Tenant (unless otherwise agreed with the Community User) (b) for no less than an average over any yearly period of 30% of the total bookings time.

(iii) mechanisms governing and managing the booking of the Community Space so as to balance the need to secure availability to Community Users against the operational needs of the Tenant.

(iv) mechanisms whereby the operation of the Community Space Plan can be (a) reviewed on a regular basis (to be annually unless otherwise agreed) and (b) reported to and monitored by the Council.

2.21 "the Community Working Group"

a working group to be convened in accordance with the requirements of Clause 4.2.2 being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the construction phase of the Development during a period being between (a) the date 3 months prior to any act of substantial demolition at the Property and (b) the date six months after the Practical Completion of the Development (such period to be referred to herein as "the Construction Phase") so as to minimize disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.

2.22 "the Contributions"

the Community Fund Contribution, the Community Safety Contribution, the Education Contribution, the Environmental Improvements Contribution, the Highways Works Contribution, the Health Contribution, the Monitoring Contribution, the Open Space Contribution, the Underpass Contribution and the Sustainable Transport Facilities Contribution.

2.23 "the Cycle Station Plan"

a plan securing the provision of a publicly accessible on site cycle station facility within the Development such plan to require the provision of cycle parking facilities for 72 cycles.

2.24 "the Development"

the development of the Property permitted pursuant to the Planning Permission.

2.25 "the Education Contribution"

the sum of £ 181,392 (one hundred and eighty one thousand, three hundred and ninety two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden.

2.26 "the Energy Plan"

a plan setting out a package of measures to be adopted by the Owner to reduce the overall demand on site for energy from the Development and supplying energy demand from renewable and/or low carbon sources following completion of the Development and through the sustainable use of energy to the Development to secure the following objectives:

1. An energy strategy to secure decentralised energy systems at least partially powered by CHP and photovoltaics within the Development.
2. A strategy securing the installation and use of at least 220 square metres of Photovoltaics.

3. A detailed commitment to maintenance and use to optimum capacity of both CHP and Photovoltaic systems in the ongoing operation of the Development.

4. A requirement to demonstrate that all relevant components of the CHP system and the Photovoltaic system are fitted with meters to measure efficiency/use.

5. A requirement to demonstrate that the commercial floorspace (excluding stairwells) within the Development is fitted with low energy lights which switch off automatically at all times when the spaces illuminated are unoccupied.

2.27 "the Environmental Improvements Contribution" the sum of £200,000 (two hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the following measures in the areas shown indicatively on the Regents Place North East Quadrant Underpass, Highway Works and Environmental Improvements Contribution Indicative Plan annexed hereto:

1. Changes to loading bays and repaving on Stanhope Street (£80,000 (eighty thousand pounds) shall be attributed to such works).

2. Footpath improvements to Drummond Street east of Hampstead Road including street planting, street furniture, improved crossing links and improved lighting (£85,000 (eighty five thousand pounds) shall be attributed to such works).

3. New pedestrian signage as part of the Legible London Initiative (£30,000 (thirty thousand pounds) shall be attributed to such works).

4. One loading bay for the purposes of on street residential refuse collection (£5,000 (five thousand pounds) shall be attributed to such works).

2.28 "the Feasibility Study"

a study to be carried out at the Owner's expense (subject to the provisions of clause 4.15.4) by an appropriately qualified independent person or organisation in accordance with the document "Energy Strategy - Proposed Scope of Energy Feasibility Study" attached as Schedule 8 to investigate the provision of decentralised energy and heating to properties in the vicinity of the Property (including (unless otherwise agreed) those properties shown on the attached drawing titled "Properties for investigation for the provision of decentralised energy and heating") and in particular:

(i) the study shall assess the technical and financial viability of the provision of decentralised energy and heating beyond the Property;

(ii) in the event that the study concludes that the provision of decentralised energy and heating beyond the Property is technically and financially viable to recommend an implementation programme for such provision (the "Programme").

2.29 "the Highway Works"

the works to improve the public realm environment in the vicinity of the Property on Drummond Street west of Hampstead Road to be carried out by the Council as the same are indicated on indicative plan C3261L004A annexed hereto.

2.30 "the Highway Works Contribution"

the sum of £225,000 (two hundred and twenty five thousand pounds) being the cost estimated by the Council of carrying out the Highway Works such sum to be applied in the event of receipt by the Council to the carrying out of the Highway Works.

2.31 "the Highways and Environmental Requirements" the requirements to be complied with by the Owner in respect Longford Square Completion Works as the same are set out in the First Schedule hereto.

2.32 "the Health Contribution" the sum of £55,000 (fifty five thousand pounds) to be applied by the Council in the event of receipt towards the provision of health facilities within 1 kilometre of the Property.

2.33 "the Housing Corporation" the Government's agency for the regulation of Registered Social Landlords ("RSLs") and controller of affordable housing finance to RSLs, (or its successor organisation(s)).

2.34 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act provided that irrespective of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of defining Implementation:

- (a) works of demolition;
- (b) works of site clearance;
- (c) ground investigations and site survey work;
- (d) laying of services and/or service media;
- (e) construction of boundary fencing or hoardings;
- (f) construction of temporary access and/or highway works;
- (g) archaeological investigations;

- (h) noise attenuation works;
- (i) the formation of tree pits and the planting of trees together with associated landscaping in Triton Square;

and references to "Implementation" and "Implement" shall be construed accordingly.

### 2.35 "the Interim One Stop Shop Plan"

A plan setting out the basis on which the Owner will provide alternative equivalent facilities ("the Interim One Stop Shop Provision") at no expense (including no expense as to service charges) to the West Euston Partnership ("the Partnership") (or in the event that the Partnership ceases to exist an alternative successor regeneration and community organization meeting the same objectives as the Partnership such alternative organization to be nominated by the Council and agreed by the Owner (ALWAYS PROVIDED that in considering whether to give such agreement the Owner shall act reasonably)) to be used for the same general purposes as the "One Stop Shop" community resource facility operated by the Partnership and currently located at 21 Hampstead Road NW1 4EJ ("the Existing Premises") between Implementation and the date on which the Owner receives written notice from the Council that the One Stop Shop is fitted out and available for occupation in accordance with the requirements of Clause 4.9.1 hereof such alternative equivalent facilities to meet each of the following criteria (a) rent of one peppercorn (b) of a size equal to or greater than the Existing Premises unless otherwise agreed by the Partnership (c) located in the vicinity of the existing premises in a suitably prominent location convenient for the Partnership's customers (d) to include the finishes and specification details set out in Schedule 5.

2.36 "the Intermediate Housing"

Affordable Housing provided by a Registered Social Landlord available for rent at no more than £148 per week for 1-bedroom flats and no more than £178.40 per week for 2 bedroom flats at the time of the agreement, subject to annual increases such that rents do not exceed the Housing Corporation limit of 80% of local market rents and housing costs do not exceed the limits set by paragraph 3.37 of the London Plan as consolidated with alterations since 2004 to any people who at the commencement of their occupancy are in need of intermediate housing in terms set out in the London Plan, as consolidated with alterations since 2004.

2.37 "the Lifetime Homes Plan"

a plan submitted by the Owner to demonstrate that each residential unit within the Residential Development meets the 16 Lifetime Homes criteria included in Camden Planning Guidance 2006.

2.38 "Local Business Support Plan"

Details of an initiative to be carried out by the Owner at a cost of no more than £5,000 (five thousand pounds) consisting of a study in accordance with a brief agreed by the Council to examine the feasibility of establishing a Business Improvement District (BID) or other forms of partnership or activity to:

(a) support small and medium businesses in the vicinity of the development, including but not limited to small businesses in Drummond Street; and

(b) investigate the potential for establishing a street market in Longford Square.

2.39 "the Longford Square Completion Works"

a scheme for the regeneration of the southern portion of Longford Square as the same is edged in orange on plan C328WIP005 annexed hereto ("Longford Square") consisting of enhanced paving works provision of lighting and street furniture, tree



planting, hard and soft landscaping and retention of the Crèche play area (subject to all necessary consents and any amendment that the Council may agree).

2.40 "Market Wheelchair Homes Plan"

a Wheelchair Homes assessment for the Private Residential Units demonstrating to the satisfaction of the Council that 10% of market residential unit can easily be adapted to meet the standards set out in Wheelchair Housing Design Guide (BRE Press 2006).

2.41 "the Monitoring Contribution"

the sum of £32,000 (thirty two thousand pounds) to be applied by the Council in the event of receipt towards the monitoring of the obligations in this Agreement and the Planning Permission or any other planning requirements relating to the Property.

2.42 "the Occupation Date"

the first date when any part of the Development is occupied (save for the purposes of construction, fitting out, marketing of units for occupation and training for building management purposes) and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly.

2.43 "the One Stop Shop Plan"

A plan setting out the terms of fitting out and occupation of the facilities within the Development shown edged red on drawings MM-0303-12 and MM-0303-13 annexed hereto ("the One Stop Shop") which shall include the finishes and specification details set out in Schedule 6 such plan to secure the following requirement namely that the One Stop Shop is exclusively available as a one stop shop community resource facility providing a single point of access to local services for occupation by the Partnership (unless some other form of equivalent provision is agreed with the Council) for use for purposes within Class D1 of the Use Classes Order for a period of at least 125

years at a rent of one peppercorn per annum with all service charges to be in accordance with the Royal Institute of Chartered Surveyors Code of Practice for Service charges.

**2.44 "the Open Space Contribution"**

the sum of £114,000 (one hundred and fourteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for providing additional open space and/or improvements to existing Council maintained public open space (including improvements to Bucklebury Multi Use Games Area) within 400 metres of the Property ("the Open Space Improvements").

**2.45 "the Parties"**

means the Mayor and Burgesses of the London Borough of Camden and the Owner.

**2.46 "the Planning Obligations Monitoring Officer"**

an officer appointed by the Council from time to time to monitor planning obligations.

**2.47 "the Planning Permission"**

the planning permission to be granted pursuant to the Application for the Development in the form of the draft permission annexed hereto at Schedule 10.

**2.48 "the Podium Area Plan "**

a plan securing general rights of access subject to reasonable management control between the hours of 8.00 and 19.00 or dusk whichever is the later for all residents of the Development to the amenity area within the Development shown edged blue on plan MM-0303-14 ("the Podium Area") always provided for the avoidance of doubt that the Owner may as part of its management regime exclude any residents who can be demonstrated to have acted in anti social manner.

**2.49 "Practical Completion"**

the issue of a certificate of Practical Completion for the whole of the Development by the Owner's contract administrator.

2.50 "the Private Residential Units "

all residential units within the Residential Development save for the Affordable Housing Units.

2.51 "the Programme"

as defined in the definition of "the Feasibility Study".

2.52 "the Property"

the land bounded by Hampstead Road, Drummond Street and Triton Square known as North East Quadrant Regents Place, London NW1 the same as shown edged in red on the Site Plan.

2.53 "the Public Area Plan"

a plan securing in respect of the area within the ownership of the Owner and shaded pink on drawing C326IL102D ("the Public Area") (i) (save in respect of Longford Square) the carrying out of physical measures for construction of access routes and publicly accessible areas together with associated hard and soft landscaping measures of (the plan to detail inter alia designs and design drawings for the physical measures for the construction of the Public Area including details of surfacing and materials, location of 'street' furniture lighting and associated landscaping and use and purpose of specific areas within the Public Area ) (ii) the subsequent maintenance of the Public Area (including for the avoidance of doubt Longford Square) (with the plan detailing inter alia provisions for cleaning and securing the area and maintaining the physical measures once they are constructed) and (iii) securing the public accessibility of the Public Area (including for the avoidance of doubt Longford Square) (a) as a pedestrian route and (b) as a public space in accordance with the uses and purposes set out in the Public Area Plan as approved for members of the public for 24 hours per day 364 days a year in perpetuity (c) as a venue for community based public events as agreed with the Council.

2.54 "the Public Art Plan "

a plan for the creation retention and maintenance of a programme of public art produced by artist(s) of local or national repute (such plan to include mechanisms for consulting Council public art officers West Euston Partnership and local people and community organisations as to concept, artists, design and location of the art to be provided) (i) in the area of the Development publicly accessible to the public such programme to require the expenditure of at least £300,000 (three hundred thousand pounds) exclusive of consultation costs ("the Public Art Sum") (ii) in publicly accessible areas forming part of the public realm in the area in the vicinity of the Development to the north or east excluding Longford Square (but without prejudice to other appropriate locations) such programme to require the expenditure of at least £30,000 (thirty thousand pounds) (being included in the aforesaid total of £300,000) exclusive of consultation costs (iii) providing for the relocation of the fan mural currently located at the Property ("the Fan Mural") if feasible to an alternative publicly accessible location ALWAYS PROVIDED that in the event of any income being generated from such relocation such plan shall provide for such income to be added to the Public Art Sum and used to provide public art in the area of the Development publicly accessible to the public.

2.55 "Registered Social Landlord"

a registered social landlord registered as such by the Housing Corporation or its successor organisation(s) who has entered into a nominations agreement with the Council for the units of Social Rented Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme and in accordance with a sensitive lettings policy agreed between the Council and such registered social landlord.

- 2.56 "the Residential Development " all of the 171 residential units within the Development being the areas coloured red, yellow and blue on drawing P351/118/B.
- 2.57 "the Residential Development Exterior Maintenance Plan " a plan setting out a programme of future measures for the cleaning maintenance and upkeep of the exterior of the Residential Development to maintain it as far as possible in its "as built" condition.
- 2.58 "Residential Sustainability Certification" a Post Construction Code for Sustainable Homes Post Construction Review of the Residential Development, conducted by a qualified accredited assessor and submitted to the Council certifying that the Residential Development has been completed to achieve:
- (a) at least a level 3 rating;
  - (b) at least 50% of the Energy credits available;
  - (c) at least 50% of the Water credits available;
  - (d) at least 25% of the Materials credits available.
- 2.59 "The Residential Green Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Residential Development incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing trips by residents and visitors in motor vehicles to and from the Residential Development by promoting the use of environmentally friendly transport.
- 2.60 "the Residential Implementation Date" the date of Implementation of the Residential Development.

- 2.61 "Residential Occupation Date" the first date when any part of the Residential Development is Occupied.
- 2.62 "the Residents' Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated.
- 2.63 "the Residents' Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays.
- 2.64 "Servicing Management Plan" A plan securing the effective management of servicing to and from the Development so as to manage and minimise the impact of such servicing on the local area and community such plan to include inter alia the following:
- (a) Location and layout of servicing bays (drawings to be submitted) to include at least one loading bay for refuse vehicles on Drummond Street.
  - (b) Likely frequency and duration of servicing movements (including methodology for generating these figures).
  - (c) The sizes of service vehicles proposed to enter the Property.
  - (d) Swept paths should be provided to ascertain manoeuvring within the Property.
  - (e) Delivery vehicles should have a sufficient turning area to be able to both enter and exit the site in a forward gear. This will need to be demonstrated by swept paths.
  - (f) Nature of goods to be delivered.

(g) Route to and from on-street servicing bays to the building/service access where relevant.

(h) Statement setting out how pedestrian and highway safety will be maintained during servicing movements;

(i) Statement setting out how servicing movement to the site can be combined and/or reduced to minimise traffic and service vehicle activity at the site.

(j) A detailed statement outlining how on-site servicing bays will be organised and managed.

(k) If on-street servicing is intended, a detailed statement giving reasons why this is necessary/reasonable and how it is expected to impact on safety and the operation of the public highway.

(l) Details of arrangements for refuse storage and servicing and allow clear access for refuse collection services to relevant areas of building when required.

(m) Commitment that building occupiers work with the Council to review this Service Management Plan when necessary. Any future revised plan must be approved by the Council and complied with thereafter.

(n) In the event that commercial waste collection at the Development is to be undertaken by the Council a requirement that access for Council refuse vehicles is provided in the basement of the Development for commercial refuse collection at any time reasonably required by the Council ALWAYS PROVIDED that the

details of such access shall be the subject of agreement between the Council and the Owner.

(o) In the event that on street refuse collection is proposed a requirement that collection activities will be overseen and supervised during collection times to ensure pedestrian safety and amenity is maintained with residential refuse bins to be collected from the street to be stored and collected from the residential refuse storage area (this requirement to include an absolute prohibition on the storing of refuse bins on the public highway).

(p) Any other relevant information.

2.65 "the Site Plan"

the plan DP1 annexed to this Agreement marked the "Site Plan".

2.66 "the Social Housing Plans"

the plans annexed to this Agreement numbered MM-0303-04, 05, 06, 07, 08, 09, 10 and 11.

2.67 "the Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges (i) meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (ii) is consistent with the London Plan (as consolidated with alterations since 2004) and the Mayor's supplementary planning guidance in relation to Social Rented Housing and (b) the units are managed by a Registered Social Landlord who has entered into a nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development.

2.68 "the Sustainable Transport Facilities Contribution" the sum of £15,000 (fifteen thousand pounds) to be applied in the event of receipt towards traffic management measures consultation costs signage and other physical measures for the provision of three on-street car club bays and the reorganisation of existing



on-street parking bays within the vicinity of the Property in connection with the Car Club Plan.

2.69 "the Tenants Meeting Room Plan "

a plan setting out the terms of fitting out and occupation of the facilities shown edged red on drawing MM-0303-15 annexed hereto ("the Tenants' Meeting Room") which shall include the finishes and specification details set out in Schedule 7 such plan to secure the following requirement namely that the Tenants Meeting Room is exclusively available for occupation by the tenants of the Registered Social Landlord for the Development at a cost no greater than the reasonable running costs of the facility under a lease to be granted to such Registered Social Landlord for the same period as its lease of the relevant registered units at a rent in respect of the Tenants Meeting Room of one peppercorn per annum with the lessee bearing all service charges.

2.70 "Trainees"

Persons taking part either in:

(a) a recognized Modern Apprentices or Adult Improvers scheme and aged 18 years or above recruited from King's Cross Working, or

(b) taking part in such other scheme as may be approved by the Council and aged 18 years or above and employed on site during the construction of the Development.

2.71 "the Underpass Contribution "

the sum of £3,000,000 (three million pounds) to be paid to the Council in accordance with clause 4.22 and applied towards the costs of carrying out traffic and public realm improvements to the Euston Road underpass junction in the area shown indicatively as the Underpass Scheme on the Regent's Place North East Quadrant Underpass, Highways Works and Environmental Improvements Indicative Plan annexed hereto for the benefit of cyclists, pedestrians and public transport users ("the

Underpass Works") ALWAYS PROVIDED that in the event that the Owner can demonstrate that following grant of the Planning Permission and prior to Implementation it has already paid sums to the Council for the design of the Underpass Works such sums can be deducted from the Underpass Contribution payable up to a maximum of £150,000 (one hundred and fifty thousand pounds).

**2.72 "Water Strategy Plan"**

A plan demonstrating in detail the Owner's commitment to water management and drainage and incorporating (i) an impact assessment demonstrating that the Owner has created appropriate provision for drainage to a suitable sewer with attenuation of storm flow water routed through on site drainage with site drainage only being combined to a single channel at the last man hole nearest the boundary of the Property and (ii) a strategy for efficient use, capture, storage and reuse of water.

**2.73 "WRAP Assessment Plan"**

A plan setting out a detailed Waste and Resources Action Assessment Programme based on the information outlined in the Consolidated Strategy such plan to require the Owner to use all reasonable endeavours to secure at least 20% by value of construction materials used within the Development are materials with recycled content.

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and (subject as herein provided) 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 includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3 (in their entirety) 4.1.1, 4.1.2, 4.2.1, 4.2.2, 4.7, 4.17, 4.18, 4.19.1(a), (b) and (c), 4.22.2, 4.22.3, 5 and 6 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 Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.23 for all relevant purposes.
- 3.8 The obligations, covenants and undertakings on the part of the Council in this Agreement are entered into with the intent that they shall be enforceable not only against the Council but also against the Council's statutory or other successors
- 3.9 Where the Planning Permission is the subject of any judicial review proceeding or any other legal challenge and if as a result of such judicial review proceedings or other legal challenge the Planning Permission is quashed and the Owner (having Implemented the Planning Permission) does not continue to implement the Planning Permission, the Owner shall not be obliged to perform any further obligations or observe any further restrictions or conditions under this Agreement.
- 3.10 Obligations in this Agreement expressed to be made on the part of the Owner shall be jointly and severally enforceable against the First Owner and the Second Owner.

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

The Owner hereby covenants with the Council as follows:

##### **4.1 Submission of Plans**

- 4.1.1 Prior to the Implementation Date to submit to the Council for approval the following:-

- a) Affordable Wheelchair Homes Plan
- b) Air Quality Management Plan
- c) Biodiversity Plan
- d) the Code of Construction Practice
- e) the Code of Construction Impact Management
- f) the Community Space Plan
- g) the Interim One Stop Shop Plan
- h) the Lifetime Homes Plan
- i) the Local Business Support Plan
- j) the Market Wheelchair Homes Plan
- k) the One Stop Shop Plan
- l) the Public Area Plan
- m) the Energy Plan
- n) Water Strategy Plan
- o) WRAP Assessment Plan.

4.1.2 Not to implement nor permit implementation until each of the documents referred to in sub-Clause 4.1.1 has been approved by the Council (as demonstrated by written notice that effect).

4.1.3 Within 12 months following the Implementation Date to submit to the Council for approval the following:

- (a) the Car Club Plan
- (b) the Cycle Station Plan

- (c) the Podium Area Plan
- (d) the Public Art Plan
- (e) the Residential Development Exterior Maintenance Plan
- (f) the Servicing Management Plan
- (g) the Tenant's Meeting Room Plan.

4.1.4 Not to Occupy nor permit Occupation of the Development until each of the documents referred to in sub-Clause 4.1.3 has been approved by the Council (as demonstrated by written notice to that effect).

#### 4.2 Management of the Construction Phase

The Owner covenants with the Council as follows:

4.2.1 From the commencement of the Construction Phase and at its own expense to comply with the details and requirements of Schedule 9 in carrying out any works of demolition at the Property.

4.2.2 From the commencement of the Construction Phase and at its own expense:

- (a) To convene the Community Working Group from such persons (subject to a maximum of 10 people) as the Council shall nominate having regard to membership of the existing Group on the adjoining site as having a direct interest in the carrying out of the Development and or local residents associations, local business or business organizations and local schools
  - (i) to 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 Community Working Group and shall attend all meetings of the group.
  - (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties within the vicinity of the Property about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and

attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property.

- (b) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group.
- (c) to ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed)

**ALWAYS PROVIDED** that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) and a meeting of the Community Working Group shall be so convened if in response to such request and shall consider matters specified in the notice as requiring discussion **AND PROVIDED ALSO** that if the Community Working Group decides 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 Community Working Group decides.

- (d) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting).
- (e) in the event of the majority of members of the Community Working Group (having particular regard to the national 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) to 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 Community Working Group of this fact together with written reasons as to why this is the case.
- (f) to provide at its own expense throughout the Construction Phase (1) 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 (2) 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 Community Working Group written information about any such complaints received and action taken in respect of them).

- (g) to ensure throughout the Construction Phase that the Development shall not be carried out otherwise than in accordance with the Code of Construction Practice as approved and the Code of Construction Impact Management as approved save in so far as any requirements of the Code of Construction Practice and the Code of Construction Impact Management may be varied by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974 and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable and cease to carry out the Development until such notice is complied with.

#### 4.3 Public Area Plan

- 4.3.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Public Area Plan as approved as demonstrated by written notice to that effect from the Council **PROVIDED THAT** the Owner shall not be in breach of this restriction on occupation where the Owner has demonstrated to the Council's reasonable satisfaction (as set out in the Council's written notice to that effect) that it has not been possible to complete the physical works comprised in the Public Area Plan due to circumstances beyond the reasonable control of the Owner.
- 4.3.2 After the Occupation Date to comply with the Public Area Plan as approved and in the event of any material breach of the Public Area Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach **PROVIDED THAT** this obligation shall not be deemed to be breached in the case of:
- (a) fire, flooding, emergency or other disaster or security or public safety except that such closure shall not continue for more than 48 hours without written approval of the Council;

- (b) the requirement to carry out maintenance, cleaning, renewal and necessary or required works, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than one week without the prior written approval of the Council;
- (c) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- (d) with the prior written approval of the Council the withdrawal of areas external to retail units used in association with such retail units for tables, chairs and other improved amenity where such withdrawal does not compromise the permeability of the Public Area provided that the Council's approval shall not be required for tables and chairs to be laid out on the areas shown shaded pink on Plan 351sk1748B;
- (e) closure for the holding of private events, exhibitions or similar functions (to which the public at large are not admitted) **PROVIDED THAT** (i) during the holding of any such private events, exhibitions, or other similar functions no less than seventy percent or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot, (ii) a north south or east west pedestrian route through the Public Area and (iii) the duration of such private events, exhibitions or other similar functions shall not exceed twenty five non-consecutive days in any calendar year and **FOR THE AVOIDANCE OF DOUBT** the closure of the Public Areas for private events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval; or
- (f) closure for the holding of public events, exhibitions or similar functions (to which the public are admitted upon payment of a fee or otherwise) **PROVIDED THAT** (i) during the holding of any such public events, exhibitions, or other similar functions no less than seventy percent or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot (ii) a north south or east west pedestrian route through the Public Area shall be retained within the area shaded pink on drawing 351sk1748B annexed hereto shall be retained, and (iii) the duration of such public events, exhibitions or other similar functions shall not exceed sixty days in any calendar year and **FOR THE AVOIDANCE OF DOUBT**



the closure of the Public Areas for public events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval.

4.3.3 The Public Area shall remain private land and shall not become public highway or public open space.

**4.4 Podium Area Plan**

After the Occupation Date to comply with the Podium Area Plan as approved and in the event of any material breach of the Podium Area Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

**4.5 The Public Art Plan**

4.5.1 Unless otherwise agreed with the Council in accordance with the requirements of this Agreement to comply with regard to physical measures with the requirements of the Public Art Plan as approved by the Council and not to Occupy or permit Occupation of the Development until such time as the art works set out in the Public Art Plan as approved have been installed (in accordance with the requirements of such plan as approved) to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) and thereafter to ensure that such art works are not removed without the prior written consent of the Council.

**4.6 The Air Quality Management Plan**

4.6.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Air Quality Management Plan as approved as demonstrated by written notice to that effect from the Council and thereafter to comply with the Air Quality Management Plan and to retain and maintain all the measures incorporated therein unless previously agreed in writing with the Council.

**4.7 The Interim One Stop Shop Plan**

4.7.1 Not to Implement or permit Implementation until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Interim One Stop Shop Provision is available for occupation by the Partnership in accordance with the requirements of the Interim One Stop Shop Plan and thereafter to comply with such plan as approved and to provide the facilities approved thereunder in accordance with the Interim One Stop Shop Plan at all times until such time as the Owner receives written notice from

the Council under Clause 4.9.1 hereof that the One Stop Shop has been fitted out and is available for occupation as a One Stop Shop in accordance with the One Stop Shop Plan as approved and in the event of material non-compliance with this clause the Owner shall upon written notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### **4.8 The Community Space Plan**

4.8.1 Not to Occupy or permit Occupation of the Commercial Development until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Community Space has been constructed, fitted out and is ready for Occupation as a Community Space in accordance with the requirements of the Community Space Plan and thereafter to comply with the Community Space Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the Community Space is under an obligation to comply at all times with the Community Space Plan.

#### **4.9 The One Stop Shop Plan**

4.9.1 Not to Occupy or permit Occupation of the Residential Development until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the One Stop Shop has been has been constructed, fitted out and is ready for Occupation as a One Stop Shop in accordance with the requirements of the One Stop Shop Plan and thereafter to comply with the One Stop Shop Plan and the in event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the One Stop Shop is under an obligation to comply at all times with the One Stop Shop Plan.

#### **4.10 The Tenants Meeting Room Plan**

4.10.1 Not to Occupy or permit Occupation until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Tenants Meeting Room has been constructed, fitted out and is ready for Occupation as a Tenants Meeting Room in accordance with the requirements of the Tenants Meeting Room Plan and thereafter to comply with the Tenants Meeting Room Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such

non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the Tenants Meeting Room is under an obligation to comply at all times with the Tenants Meeting Room Plan.

#### **4.11 The Commercial Green Travel Plan**

- 4.11.1 (i) On or prior to the Commercial Occupation Date to submit the Commercial Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Commercial Development until such time as the Commercial Green Travel Plan has been approved by the Council and (ii) after the Commercial Occupation Date to use all reasonable endeavours to Occupy the Commercial Development in compliance with the terms of the Commercial Green Travel Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance and the Owner shall use all reasonable endeavours to ensure that the lessees of the Commercial Development are under an obligation to comply at all times with the Commercial Green Travel Plan.

#### **4.12 The Residential Green Travel Plan**

- 4.12.1 (i) On or prior to the Residential Occupation Date to submit the Residential Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Residential Element until such time as the Residential Green Travel Plan has been approved by the Council and (ii) after the Residential Occupation Date to use all reasonable endeavours to Occupy the Residential Development in compliance with the terms of the Residential Green Travel Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance and the Owner shall use all reasonable endeavours to ensure that the lessees of the Residential Development are under an obligation to comply at all times with the Residential Green Travel Plan.

#### **4.13 The Commercial Sustainability Certification**

- 4.13.1 On or prior to the Commercial Occupation Date to submit the Commercial Sustainability Certification to the Council and to provide the Commercial Sustainability Certification and details of the sustainability measures which have facilitated such Certification to each tenant of the building prior to handover of the premises to that tenant and the Owner shall use reasonable endeavours to encourage tenants to retain and maintain the measures

which have facilitated such Certification or to replace them only with measures with at least equal sustainability credentials.

- 4.13.2 Notwithstanding the Owner's obligation in clause 4.13.1 and the obligation (as part of the Residential Sustainability Certification) to achieve at least 25% of the Materials Credits available, the Owner shall use reasonable endeavours in the construction of the Residential Development to achieve 30% of the Materials Credits available.

#### 4.14 **The Residential Sustainability Certification**

- 4.14.1 On or prior to the Residential Occupation Date to submit the Residential Sustainability Certification to the Council and to provide the Residential Sustainability Certification and details of the sustainability measures which have facilitated such Certification to each occupier of each dwelling and the Owner shall encourage occupiers of the dwellings to retain and maintain the measures which have facilitated such Certification or to replace them only with measures with at least equal sustainability credentials.

#### 4.15 **Feasibility Study**

- 4.15.1 To commence the Feasibility Study within a period of 6 months from the Implementation Date and to use all reasonable endeavours to complete the Feasibility Study within twelve months of the Implementation Date.

- 4.15.2 If the Feasibility Study demonstrates that the provision of decentralised energy and heating beyond the Property is technically and financially viable, the Owner and the Council (in consultation with the Greater London Authority) shall use all reasonable endeavours to agree a detailed programme of steps giving effect to the Programme (as defined in the definition at 2.28 (ii)) ("the Detailed Programme") and thereafter the Owner shall offer all reasonable assistance to facilitate within a period of 2 years from the Implementation Date (or within such other period as may be agreed in writing between the Owner and the Council) the implementation of the measures in the Detailed Programme.

- 4.15.3 If the Feasibility Study demonstrates to the Owner's and the Council's reasonable satisfaction that the provision of decentralised energy and heating beyond the Property is not technically and financially viable to repeat the commissioning, financing and completion of another Feasibility Study (the "Second Feasibility Study") before the 5th anniversary of the date of the initial Feasibility Study **ALWAYS PROVIDED** if the Second Feasibility Study demonstrates to the Owner's and the Council's reasonable satisfaction that the provision of decentralised energy and heating beyond the Property is technically and financially viable the Owner and the Council (in consultation with the Greater London Authority) shall use all reasonable endeavours to agree a detailed programme of steps

giving effect to the Programme ("the Second Study Detailed Programme") and thereafter the Owner shall offer all reasonable assistance to facilitate within a period of 2 years from the Implementation Date (or within such other period as may be agreed in writing between the Owner and the Council) the implementation of the measures in the Second Study Detailed Programme.

- 4.15.4 The Owner shall not be obliged to spend more than £75,000 (seventy five thousand pounds) in relation to the total cost of commissioning each of the respective studies referred to at sub-clauses 4.15.1 and 4.15.3.

#### **The Energy Plan**

- 4.15.5 Not to Occupy or permit Occupation until such time as the measures addressed in sub-clauses 2 to 5 of the definition of the Energy Plan have been installed in the Development in accordance with the Energy Plan as approved and thereafter to comply with the Energy Plan as approved and to retain and maintain the measures addressed in sub-clauses 2 to 5 of the definition of the Energy Plan in accordance with the Energy Plan as approved and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

#### **4.16 The Servicing Management Plan**

- 4.16.1 To comply with the Servicing Management Plan and to Occupy the Commercial Development in compliance with the terms of the Servicing Management Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

#### **4.17 Local Employment**

- 4.17.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.17.2 In order to facilitate compliance with the requirements of sub-clause 4.17.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Working ("King's Cross Working") and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to King's Cross Working.
- (b) that King's Cross Working ("King's Cross Working") is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors.
- (c) that King's Cross Working is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden.
- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase.
- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

#### 4.18 Training Opportunities

4.18.1 During the period of the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically shall use all reasonable endeavours to fulfil the following prior to the posts being filled:

- (a) at the beginning of the Construction Phase to meet with King's Cross Working to agree arrangements for the recruitment of Trainees;
- (b) to provide at least fifteen "modern apprenticeships"/ "traineeships" such provision to require providing employment lasting for a minimum of 52 weeks to 15 Trainees recruited from King's Cross Working (and/or other agency agreed by the Council) to be employed by the Owner or the Owner's Main Contractor or Sub Contractor(s) each Trainee to be paid an amount at least equivalent to the National Minimum Wage, provided with on the job training and supervised on site at all times by an experienced operative in a trade related to the training needs of the Modern Apprentice ALWAYS Provided THAT in cases where it is not possible to provide 52 weeks of training in a trade related to the training needs of

the Trainee with the agreement of King's Cross Working individual Apprentices or Improvers may be placed on other construction sites in Greater London;

- (c) to provide 3-monthly statement setting out the details of training and candidates to King's Cross Working;
- (d) to work in partnership with the King's Cross Working to promote and advertise the training places to potential candidates;
- (e) to notify the posts to the Council's Assistant Director of Planning or its nominee.

#### **4.19 Local Procurement**

4.19.1 The Owner hereby covenants with the Council as follows:-

- (a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's local procurement code ("the Local Procurement Code") annexed at Schedule 3 hereto.
- (b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- (c) To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- (d) To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### **4.20 The Longford Square Completion Works**

4.20.1 Subject to sub-clause 4.20.2 below the Owner shall carry out the Longford Square Completion Works in accordance with the requirements of the Highway and Environmental Requirements as the same are set out in the First Schedule hereto.

4.20.2 Unless otherwise agreed not to Occupy or permit the Occupation of any part of the Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion all the Longford Square Completion Works have been carried out and completed to a standard which enables the Council to issue the Longford Square Completion Highway Works Provisional Certificate **ALWAYS PROVIDED** that in respect of those parts of the Longford Square Completion Works within the area edged in orange on plan C326L102D annexed hereto the restriction on Occupation contained in this clause 4.20.2 shall cease to apply in respect of any element of the Longford Square Completion Works ("the Relevant Element") in the event of each of (i) to (iii) below taking place namely

- (i) The Owner has used all reasonable endeavours to obtain the consents, licences or permissions as may be required for the purposes of carrying out the Relevant Element and
- (ii) The Owner has demonstrated to the Council (as evidenced by written notification from the Council to that effect) that after using all reasonable endeavours it has failed to obtain such consents, licences or permissions for the Relevant Element and
- (iii) The Owner has paid the Council either (a) both the amount agreed by the Council and the Owner as representing the costs of carrying out the Relevant Element plus a further sum amounting to 15 per cent of such sum in respect of contingency costs or (b) both the amount agreed by the Independent Surveyor under paragraph 9 of the First Schedule as representing the costs of carrying out the Relevant Element plus a further sum amounting to 15 per cent of such sum in respect of contingency.

**ALWAYS PROVIDED THAT FOR THE AVOIDANCE OF DOUBT** the Owner's partial release from the restriction on Occupation contained in this clause 4.20.2 shall apply solely in respect of the Relevant Element and not in respect of all remaining portions of the Longford Square Completion Works.

4.20.3 The Council shall (i) give reasonable assistance to the Owner in relation to the obtaining of the consents, licences or permissions which are required for the purposes of carrying out the Longford Square Completion Works and (ii) shall apply any monies received in lieu of the carrying out of the Relevant Element in carrying out public realm improvements within 500 metres of the Property **PROVIDED THAT** any monies (comprising both the sums in relation to the costs for the Relevant Element and any contingencies) not so applied within 5 years following the date of receipt shall be repaid to the Owner within 28 days following the expiry of such 5 year period.



4.20.4 The Owner shall within 14 days of written request pay the Council all costs properly incurred (including officer costs and consultation costs) in connection with the preparation and making of traffic orders that the Council reasonably considers are required as a consequence of the Longford Square Completion Works, whether or not such orders are actually made.

**4.21 Affordable Housing**

4.21.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units 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 Social Landlord.

4.21.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing and that (i) the Social Rented Housing Units are retained in perpetuity exclusively for Social Rented Housing and (ii) (unless otherwise agreed with the Council in accordance with the requirements of the Agreement) the Intermediate Housing Units are retained in perpetuity exclusively for Intermediate Housing for rent and to submit annual lettings returns to the Council showing new lettings (status of tenant and rent charged) and that in both cases all units shall be retained in accordance with the definition of the eligible persons criteria contained in the housing policies utilized for development control purposes in the prevailing Council's Development Plan for the time and in the case of the Social Rented Housing Units shall be retained for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure or such standard as may replace the same that the Council may reasonably agree from time to time.

4.21.3 Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notification from the Council to the effect that in the reasonable opinion of the Council (i) all works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Sub-Clause 4.21.1 hereof and (ii) either freehold ownership of all of the Affordable Housing Units has been transferred to a Registered Social Landlord or a Registered Social Landlord has been granted a lease of at least 125 years in respect of all of the Affordable Housing Units.

4.21.4 Subject always to clause 6.11 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social

Landlord or any other body organization or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation and the Council.

**4.22 The Contributions /the Highway Works**

4.22.1 On or prior to the Occupation Date to pay to the Council the Underpass Contribution and not to Occupy or permit Occupation until such time as the Council has received the Underpass Contribution **PROVIDED THAT** in the event that the Council serves written notice on the Owner following the Implementation Date with written evidence confirming that the Underpass Contribution (or part thereof) is reasonably required by Transport for London for the Underpass Works then the Owner shall be required to pay the Underpass Contribution (or part thereof as appropriate) to the Council within 28 days of receipt of the Council's notice.

4.22.2 On or prior to the Implementation Date to pay to the Council all of the Contributions save for the Underpass Contribution.

4.22.3 Not to Implement or to permit Implementation until such time as the Council has received the Contributions in accordance with sub clause 4.22.2 above.

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

4.22.5 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 full amount of the difference.

4.22.6 If the Certified Sum is more than the Highway Contribution (the difference being "the Excess") the Owner shall within fourteen days of the issuing of the said certificate together with a breakdown of all costs claimed in respect of the Highway Works pay to the Council the full amount of the Excess.

4.22.7 In relation to the costs of the Highway Works the Council shall:

- (a) Use reasonable endeavours to carry out the Highway Works in a financially economic way;

- (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all past and proposed future expenditure from the Highway Contribution;
- (c) use reasonable endeavours to notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed the Highway Contribution and use reasonable endeavours to consult with the Owner with a view to minimising such excess;
- (d) notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed £300,000 (three hundred thousand pounds) and consult with the Owner (before incurring any costs in relation to such further excess) with a view to minimising such further excess and pay due regard to any representations made by the Owner in relation to the minimising of such further excess.

4.22.8 Prior to the commencement of the and during the carrying out of the Highway Works the Council shall use reasonable endeavours to consult with the Owner and shall pay due regard to any representations made by the Owner as to the timing of the Highway Works and the Council shall use all reasonable endeavours to ensure that the Highways Works are programmed to take place before Occupation of the Development.

4.22.9 The Council covenants in relation to the Contributions:

- (a) to apply each of the Contributions solely for the purpose for which the Contribution has been paid;
- (b) in the event that any of the Contributions (save in respect of the Underpass Contribution) or any part of the Contributions shall not have been expended within 5 years from the date of receipt then the unspent proportion of the Contributions shall be returned to the Owner unless otherwise specified in this Agreement;
- (c) in relation to the Underpass Contribution the Council will apply any unspent portion of the Underpass Contribution at the expiry of 5 years (or such longer period agreed with the Owner) commencing at the date of payment (after consultation with the Owner) in carrying out public realm improvements within 500 metres of the Property.

**4.23 Car Capped Housing/ Parking**

4.23.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Residential Development each new resident of the Residential Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to permanently park within any car park owned, controlled or licensed by the Council.

4.23.2 The Owner for itself and its successors in title to the Residential Property hereby acknowledges that the provision in Clause 4.23.1 above will remain permanently.

4.23.3 The Residential Development shall not be Occupied until the 10 disabled parking spaces within the residential car parking provision shown on the drawings approved under the Planning Permission have been constructed and after Occupation of the Residential Development such spaces shall thereafter be allocated and retained for the exclusive use of residents of the Affordable Housing Units at no initial premium and no future charges (of which at least 10 spaces shall be available to occupants of the Social Rented Housing Units) with priority to be given in the allocation of such spaces firstly to occupants of the Wheelchair accessible units within the Affordable Housing Units and secondly to residents who are Blue Badge holders.

**4.24 The Car Club Plan**

4.24.1 After the Residential Occupation Date to use all reasonable endeavours to Occupy the Residential Development in compliance with the terms of the Car Club Plan as approved by the Council and in the event of non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

**4.25 The Cycle Station Plan**

4.25.1 After the Occupation Date to Occupy the Development in compliance with the terms of the Cycle Station Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

**4.26 Occupation of the Commercial Development**

4.26.1 The Owner hereby covenants with the Council not to Occupy or permit Occupation of the Commercial Development until such time as the whole of the Residential Development has been completed and is available for Occupation.

**4.27 The Affordable Wheelchair Homes Plan**

4.27.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Affordable Wheelchair Homes Plan as approved as demonstrated by written notice to that effect from the Council.

**4.28 The Lifetime Homes Plan**

4.28.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Lifetime Homes Plan as approved as demonstrated by written notice to that effect from the Council.

**4.29 The Market Wheelchair Homes Plan**

4.29.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Market Wheelchair Homes Plan as approved as demonstrated by written notice to that effect from the Council.

**4.30 The Residential Development Exterior Maintenance Plan**

4.30.1 After the Occupation Date to comply with the Residential Development Exterior Maintenance Plan as approved and in the event of any material breach of the Residential Development Exterior Maintenance Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

**4.31 The Biodiversity Plan**

4.31.1 Not to Occupy until the Owner has undertaken and completed all of the physical works comprised in the Biodiversity Plan as approved as demonstrated by written notice to that effect from the Council and thereafter to comply with the Biodiversity Plan and to retain and maintain all the measures incorporated therein unless previously agreed in writing with the Council.

**4.32 The Water Strategy Plan**

4.32.1 To comply with the Water Strategy Plan as approved in the construction of the Development and in the event of any material breach of the Water Strategy Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

**4.33 The WRAP Assessment Plan**

4.33.1 To comply with the WRAP Assessment Plan as approved in the construction of the Development and in the event of any material breach of the WRAP Assessment Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

**4.34 Local Business Support Plan**

After the Occupation Date to comply with the Local Business Support Plan as approved as approved and in the event of any material breach of the Local Business Support Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

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

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

5.2 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference the date upon which the residential units forming the Development are ready for occupation.

5.3 The Owner and the Council shall act in good faith towards each other in relation to the obligations contained in this Agreement 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 reasonable 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 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 Payment of the Contributions pursuant to Clauses 4.21 and 4.22 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting planning reference 2007/0823/P.
- 5.6 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.
- 5.7 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 Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.8 All costs and expenses payable to or by 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 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference 2007/0823/P and in the case of any notice or approval or agreement from the Council this shall be signed by a duly authorised representative of the Council's Director of the Environment and in the case of notice to the Owner shall be addressed to the Owner marked for the attention of the Head of Planning and Environment.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs in preparing this Agreement these to amount to £15,000 plus a contribution to the Council's costs incurred generally in monitoring Section 106 Agreements (amounting to £14,000) 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 HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand 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 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.
- 6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.



6.8 Subject to the provisions of paragraph (i) - (iii) below the restrictions contained in sub-clauses 4.21.2 and 4.21.4 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- (i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
- (ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Units.
- (iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units **ALWAYS PROVIDED** that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in this sub clause 6.8.

6.9 The Council covenants with the Owner that the Council will not unreasonably withhold or delay any consent or approval or expression of satisfaction required from the Council pursuant to the provisions of this Agreement and the Council further covenants with the

Owner to use reasonable endeavours to respond to any request for consent or approval or expression of satisfaction within 28 days of submission of such request by the Owner.

6.10 The Council acknowledges that:

- (i) the Owner shall not be liable for any breach of any of the covenants, obligations or restrictions contained in this Agreement which occur during any period during which the Owner has no legal interest in the Property or the part of the Property in respect of which or in relation to which the breach occurs but without prejudice to any liability of the Owner for any breach of any of the covenants, obligations or restrictions contained in this Agreement which occur during any period during which the Owner holds a legal interest in the Property.
- (ii) Where the Owner has granted a lease of the Property or part of the Property the responsibility for complying with obligations on the part of the Owner in this Agreement shall be enforceable by the Council as follows:
  - (a) The obligation to comply with the Community Space Plan shall be enforceable against the lessee of the Community Space **ALWAYS PROVIDED** that to the extent that the Owner has been able to impose the obligations under clause 4.8 on the lessee of the Community Space the Owner shall if reasonably required to do so in writing by the Council enforce such lease provisions in the event of any breach;
  - (b) The obligation to comply with the One Stop Shop Plan shall be enforceable against the lessee of the One Stop Shop **ALWAYS PROVIDED** that to the extent that the Owner has been able to impose the obligations under clause 4.9 on the lessee of the One Stop Shop the Owner shall if reasonably required to do so in writing by the Council enforce such lease provisions in the event of any breach;
  - (c) The obligation to comply with the Tenants Meeting Room Plan shall be enforceable against the lessee of the Tenants Meeting Room **ALWAYS PROVIDED** that to the extent that the Owner has been able to impose the obligations under clause 4.10 on the lessee of the Tenants Meeting Room the Owner shall if reasonably required to do so in writing by the Council enforce such lease provisions in the event of any breach;
  - (d) The obligation to comply with the Commercial Green Travel Plan shall be enforceable against the lessee of the Commercial Development. **ALWAYS PROVIDED** that to the extent that the Owner has been able to

impose the obligations under clause 4.9 on the lessees of the Commercial Element of the Community Space the Owner shall if reasonably required to do so in writing by the Council enforce such lease provisions in the event of any breach.



6.11 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.21 hereof **ALWAYS PROVIDED** that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden unless otherwise agreed by the Council.

6.12 The Parties agree that (save for the occupancy restrictions in clause 4.21 which may be enforced against the relevant owner, lessee or occupier of an Affordable Housing Unit) this Agreement shall not be enforceable against the owner, lessee or occupier of any of the individual residential units within the Residential Development (including a Registered Social Landlord or Affordable Housing Provider owning, leasing or occupying such a residential unit or a building within which such a unit is situated) or any mortgagee or chargee of any such owner, lessee or occupier (including a Registered Social Landlord or Affordable Housing Provider or any person deriving title from them).

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

**IN WITNESS** whereof this Deed has been executed and delivered by the parties hereto the day and year first before written


**EXECUTED AS A DEED BY** )  
**B.L.C.T. (16699) LIMITED** )  
acting by: )

.....  
Director   
.....  
Director/Secretary 

**EXECUTED AS A DEED BY**  
**B.L.C.T. (16700) LIMITED**  
acting by: -

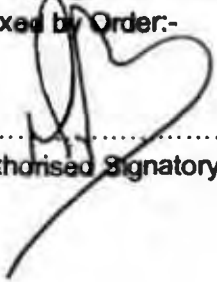
)  
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.....  
Director

  
.....  
Director/Secretary

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

)  
)  
)  
)

  
.....  
Authorised Signatory



## FIRST SCHEDULE

### THE HIGHWAY AND ENVIRONMENTAL WORKS REQUIREMENTS

#### 1 Interpretation

In this Schedule the following words or expressions shall, where the context so admits, have the following meanings:

- 1.1 "the Bond " means the bond referred to in this First Schedule a draft copy of which is included at Annex A of this Schedule being a bond for the sum of £525,000 (Five hundred and twenty five thousand pounds) ("the Bond Figure") to act as security for the Council's interest in the Works;
- 1.2 "the Contract" means the contract to be let by the Owner under paragraph 6 for the construction of the Works;
- 1.3 "the Contractor" means the contractor to whom the Contract is let being a contractor from an approved list of contractors supplied by the Council to the Owner;
- 1.4 "the Drawings" means the detailed drawings of the Works approved by the Council as part of the Programme under this Schedule together with such other drawings and documents as the Council may from time to time agree shall be used in addition to or in substitution of the same;
- 1.5 "the Final Certificate" means the certificate issued under paragraph 5 of this Schedule;
- 1.6 "the Independent Surveyor" means a surveyor appointed by agreement between the parties or in the absence of agreement appointed on the request of one party by the President of the Royal Institution of Chartered Surveyors;
- 1.7 "the Index" means the Road Construction Tender Price Index issued from time to time by the Department for Transport;

- 1.8 "the Programme" means in respect of each element of the Works the programme and details prepared by appropriately qualified engineers for those Works this to include all designs materials documents drawings specifications tender documents together with the Owner's arrangements for the supervision of the Works and the programme for the construction of individual elements of each of the Works ("the Works Elements") incorporating a statement of the overall sequence in which each of the Works and each of the Works Elements are to be carried out and a description of the contractual arrangements and methods of construction which the Owner is to adopt, together with an estimate of the amount of time to be spent by the Owner in carrying out and completing each of the Works and each of the Works Elements;
- 1.9 "the Provisional Certificate" means the certificate issued under clause 5.1 of this Schedule;
- 1.10 "the Specification" means a specification of each of the Works being in the form of the Manual of Contract Documents for Highway Works Specification for Highway Works published by HMSO in December 1991 as amended by subsequent updates published from time to time and in accordance with the Camden Streetscape Design Manual and other standards designs and specifications for highway and landscaping works adopted by the Council from time to time;
- 1.11 "Statutory Undertaker" means any person, company, corporation, board or authority whose apparatus is pursuant to a statutory right or to a licence granted under Section 50 of the 1991 Act at the date of this Agreement already installed in, under, over or upon the land on which the Works are to be carried out PROVIDED THAT such expression shall include the authorised successor to any such person, company, corporation, board or authority;
- 1.12 "Surety" means any bank or other financial institution as may be nominated by the Owner and approved in writing by the Council for the purposes of the Bond;

- 1.13 "VAT" means Value Added Tax and any tax of similar nature substituted for it or in addition to it;
- 1.14 "the 1980 Act" means the Highways Act 1980;
- 1.15 "the 1991 Act" means the New Road and Street Works Act 1991.

## 2 **The Works**

The Works means (collectively or individually where the context so permits) comprised in the Longford Square Completion Works.

## 3 **The Owners Covenants**

The Owner covenants with the Council as follows:-

- 3.1 On or prior to Implementation to submit to the Council the Programme for each of the Works and not to permit Implementation until such time as the Owner has received written notification from the Council of the Council's approval of the Programme for each of the Works.
- 3.2 To commence and thereafter proceed diligently to carry out and complete each of the Works and the Works Elements to the Council's reasonable satisfaction in accordance with requirements of the Programme as approved (including requirements as to timing of the Works and Works Elements).
- 3.3 To give written notice to the Council of the Owner's intention to commence any Works Elements at least 28 working days prior to the service of any notification required by statute in respect of such Works Element.
- 3.4 Prior to Implementation and/or the commencement of any of the Works and without expense to the Council to enter into the Bond with the Surety in the Bond Figure for the due performance of the Owner's obligations in respect of the Works under this Agreement such Bond to be substantially in the form of the draft bond annexed at Annex A hereto and not to permit Implementation until such time as a copy of the Bond has been served on the Council and the Council has given its written approval thereto.
- 3.5 To indemnify the Council from and against all actions costs claims demands charges and expenses whatsoever arising or which may arise out of or be incidental to the execution of each of the Works by the Owner and the use of the Works until (but not after) such time as

each of the Works are adopted for maintenance at public expense following the issue of the Final Certificate.

- 3.6 Before commencement of any of the Works and at no expense to the Council to obtain such consents, licences or permissions as may be required for the purposes of carrying out the Works and having obtained such consents, licences or permissions to comply with the terms of the same and to indemnify and keep the Council indemnified in respect of each of the Works from and against all liabilities, costs, claims, actions, demands, or expenses which may arise from the Owner's failure to comply with such consents, licences or permissions.
- 3.7 Before the issue of the Final Certificate to execute and complete or to procure the execution and completion by all necessary parties without cost to the Council of such deeds of grant as are necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system as are located outside the limits of the public highway by and such other easements as may be reasonably and properly required respectively by the Council for the future maintenance of any structure forming part of any Works as constructed **PROVIDED THAT** the Council shall not be required to issue the Final Certificate until any necessary drainage rights relating to Works have been secured.
- 3.8 At any time during the carrying out of the Works (but without prejudice to the obligation to carry out the Works), to use all reasonable endeavours not to prevent or impede the free movement of traffic along the roads unless a temporary closing order has been obtained under the Road Traffic Regulation Act 1984 or other statutory provisions.
- 3.9 To pay to the Council on prior to Implementation the sum of £50,500 (Fifty thousand five hundred pounds) in respect of the reasonable and proper costs and expenses to be incurred by the Council in the project management checking and design and carrying out periodic site inspections of the Works.
- 3.10 To pay to the Council within 10 working days of demand any costs reasonably and properly incurred by the Council in connection with the making and implementing traffic regulation orders (as defined in the Road Traffic Regulation Act 1984) or traffic management orders under any other statute which the Council deem necessary as a result of the Works irrespective of whether or not such orders are actually made or if made or implemented whether or not this happens prior to during or following the completion of the Works.
- 3.11 For the avoidance of doubt the Council shall not be liable for any costs incurred by the Owner as a consequence of the Owner carrying out the Works in connection with the necessary diversion or protection of the apparatus of Statutory undertakers required as a consequence of the Works.



4. **Access to the Public Highway**

The Council shall in approving the Programme for each of the Works give to the Owner licence to enter and to remain, with or without workmen, plant and machinery, upon so much of the public highway respectively under the Council's control as the Council shall agree in approving the Programme is reasonably necessary for the Owner to carry out its obligations under this Agreement in respect of the Works and it is agreed and declared that such licence issued in accordance herewith extends to breaking open (subject where appropriate to making good on its surface) and, without limitation to the other provisions of this Agreement, carrying out works in on or under the public highway **PROVIDED THAT** (i) for the avoidance of doubt land shall not be regarded as being under the Council's control if entry on to the land would amount to a breach of an express or implied covenant by the Council to the occupier of such land (ii) for the avoidance of doubt the Owner must first have obtained all of the consents in accordance with paragraph 3.6 of this Schedule and complied with all statutory notice requirements (iii) any licence given under this clause is without prejudice to the Council's statutory powers and duties and is separate and does not effect any statutory requirements for consent or the giving of notices.

5. **Certification and Adoption of the Works**

5.1 When each of the Works have been completed in accordance with the provisions of this Agreement and the Programme as approved to the Council's reasonable the Council shall issue the Provisional Certificate to that effect.

5.2 The Owner shall at its own expense, maintain the Works for a period beginning on the date the Provisional Certificate is issued and ending 12 months after the date the Provisional Certificate is issued and during such period the Owner shall as soon as practicable reinstate and make good any defects or damage to the relevant Works which may have arisen or be discovered during such period to the reasonable satisfaction of the Council (and without prejudice to the foregoing ongoing requirement shall ensure that at the expiry of such period all such defects and damage are remedied to the reasonable satisfaction of the Council).

5.3 Following the issue of each of the Provisional Certificate referred to in paragraph 5.1 the Council will authorise the reduction of the Bond by 25% in respect of each such Provisional Certificate (the total reduction being 75% of the Bond Figure).

5.4 In respect of the Works at the expiration of a 12 months period following the issue of the Provisional Certificate then **PROVIDED THAT:**

- (a) any necessary reinstatement or other works to each or all of the Works have been completed respectively to the Council's satisfaction;
- (b) all monies due to be paid to the Council under this Agreement have been paid;
- (c) the grant of any easements required to be made to the Council under this Agreement has been completed; and
- (d) the Council has been provided with the Highway Adoption Drawings as described in and pursuant to paragraph 19.3.(g) of this Schedule, the "As Built" drawings described in and pursuant to paragraph 19.2 of this Schedule and the Health and Safety File relating to the Works in accordance with paragraph 20.2 of this Schedule, the Council shall issue the Final Certificate to that effect.

5.5 Upon the issue of the Final Certificate such parts of the Works that are on public highway shall become maintainable at public expense with effect from that date and the Owner shall have no further liability in relation thereto and the Surety shall be released from the Bond.

## 6. Delegation of the Owner's Obligations

6.1 It is agreed that the performance of the obligations on the part of the Owner to carry out the Works respectively on behalf of the Council may be delegated to a contractor or sub-contractors on the Council's list of approved contractors **PROVIDED THAT:**

- (a) The Owner shall remain liable respectively to the Council for the due performance and observance of this Agreement;
- (b) The Contract by which the obligations contained in this Agreement are delegated shall incorporate the ICE 7th Edition Conditions of Contract and shall incorporate the Specification and the requirements of the Programmed as approved and the Drawings and/or such other drawings as may be agreed between the Council to be contract drawings for the purposes of the Contract;
- (c) The Owner shall give the Council at least twenty working days to comment upon the documentation for the Contract and shall have regard to any reasonable representations made before letting the Contract; and
- (d) The Owner shall ensure that for the purposes of the Contract the amount of insurance cover against losses and claims for injuries or damage to persons or property arising out of or in consequence of the Works shall not be less than five million pounds (£5,000,000.00) in respect of any one incident.

**7. Notices**

Any notice or demand required by this Agreement to be given or made shall be in writing. The address for service upon the Owner shall be as set out on page 1 of this Agreement. The address for service upon the Council shall be as set out on page 1 of this Agreement.

**8. Assignment**

The Owner shall not without the written consent of the Council have the right to assign or transfer the benefit of this Agreement or any part of it.

**9. Disputes**

9.1 Any disputes or differences arising between the parties as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall be referred to the Independent Surveyor acting as an expert.

9.2 In connection with any matter referred to him the parties shall instruct the Independent Surveyor to consider written representations submitted to him within such time limits as he may fix.

9.3 The decision of the Independent Surveyor (including any decision as to the costs of his determination) shall be final and binding.

9.4 If, before issuing his decision, the Independent Surveyor becomes unable or unwilling to act then either party may request the President of the Royal Institution of Chartered Surveyors to appoint a substitute.

9.5 The parties shall supply such information to the Independent Surveyor relating to any matter in dispute as the other parties may reasonably require and the parties (as appropriate) shall allow the Independent Surveyor access to the Development and for the Works for the purpose of assessing the matter in dispute.

**10. Terms and Conditions for the Execution of the Works**

10.1 Each of the Works shall be executed by the Owner in accordance with the Programme.

10.2 If the Owner shall wish to revise the Programme in relation to any of the Works it shall notify the Council as the case may be in writing of any revisions to the Programme at least 20 working days before implementing such revisions.

10.3 The Council shall use reasonable endeavours to approve or submit to the Owner their written comments in full upon those matters referred to in paragraph 10.2 of this Schedule within 20 working days of receipt.

11. **Access**

11.1 The Owner shall during the progress of the Works give or procure for the Council and any person or persons duly authorised by them unfettered access to every part of the Works and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper direction given by the Council to conform to the Drawings and/or the Programme and the Specification in so far as they affect the Works.

11.2 The Owner shall not cover up or put out of view any works relating to Works without the approval of the Council and shall afford full opportunity for each of them as appropriate to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least 2 working days notice to the Council respectively as the case may be whenever such works or foundations is or are ready or about to be ready for examination.

11.3 In relation to any Works the Council shall without unreasonable delay (unless they consider it unnecessary when they will within 2 working days of receipt of notice from the Owner advise the Owner accordingly) attend when required by the Owner upon at least 2 working days notice for the purpose of examining and measuring such works or of examining such foundations.

12. **Testing of Materials**

12.1 Before commencement and during the construction of the Works the Owner shall procure that the Contractor shall submit for approval to the Council may be a list of suppliers from whom it wishes to obtain the Materials for incorporation in the Works together (if the Council shall deem it reasonably necessary) with test certificates for such materials and shall procure that the Contractor shall at its own cost provide the Council with any samples of materials they may reasonably request for testing purposes.

12.2 The Council shall have power in their reasonable discretion to test or require the testing of materials plant or processes proposed to be used in any Works and to reject any materials plant or processes so tested which they may reasonably and properly find to be not in accordance with the Specification and the Drawings relating to any Works **PROVIDED HOWEVER THAT** approval by any of the Works respectively in relation to any of the

Materials shall upon the written request of the Owner or its agent be given in writing (such approval not to be unreasonably withheld or delayed) and once given shall (without prejudice to the provisions of paragraph 12 in this Schedule) be taken to be given in discharge or approval of any conditions in or requirements of the Planning Permissions relating to the relevant Materials or the use of the relevant Materials.

12.3 The Owner shall as soon as is reasonably practicable replace or repair any materials plant or process which have been found not in accordance with the Specification and the Drawings with such as are so in accordance.

12.4 The Council shall for the purposes of this Schedule be allowed reasonable access and admission to the Works or the places where materials or plant for the Works may be stored or in the course of preparation manufacture or use.

12.5 The Owner shall as soon as is reasonably practicable remove any such materials or plant as are rejected by the Council pursuant to paragraph 12.2 of this Schedule which are not capable of repair or remedy from the site of the Works and if the Owner shall wish to continue to store such rejected irreparable materials plant and workmanship on the site of the Works they shall be stored separately from those materials plant and workmanship which have not been so rejected or which the Owner shall wish in future to use in execution of the Works.

13. **Opening Up of the Works**

13.1 During the construction of the Works and prior to the issue of the Final Certificate the Council may issue instructions to the Owner to open up or expose any part of the Works which have been covered up without previously being inspected by the Council and the Council will use all reasonable endeavours to confirm in writing any oral instruction as soon as possible after the oral instruction has been given.

13.2 Should the Owner fail to comply with any such instructions the Council may so take up or expose then Works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Owner.

13.3 If inspection reveals that the relevant part or parts of the Works has or have not been completed in accordance with the Drawings and the Specification all reasonable and proper costs in respect of such uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by the Owner.

**14. Statutory Undertakers**

14.1 Prior to the commencement of the Works the Owner shall give notice to Statutory Undertakers of the proposal to carry out the Works as if they were works for road purposes or major highway works as defined in Section 86 of the 1991 Act and at the same time deliver a copy of such notice to the Council.

14.2 The Owner shall at no cost to the Council carry out or procure the carrying out of any works or measures as are required by Statutory Undertakers in consequence of the proposal to carry out the Works to the plant and equipment of Statutory Undertakers on the site of the Works including payment of the costs of any diversions or new installations necessary for their completion and the Works referred to in Schedule One shall be deemed not to have been completed until the cost of any such diversions or new installations has been paid by the Owner PROVIDED THAT in the event that any requirement made by any Statutory Undertaker shall be unreasonable the Council shall at the reasonable request of the Owner join with the Owner in resisting such requirement.

14.3 The Owner shall cause all highway or other drains or sewers all existing utilities and statutory undertakers apparatus including but not limited to gas and water mains pipes electric cables (if any) or telephone cables (if any) which are to be laid by the Owner under the Works together with all necessary connections from them to the boundary of the Works to be laid in so far as is practicable under the Works before the foundations of the Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamps to be laid before the paving of any footways comprised in the Works is carried out.

**15. Prevention of mud being carried on the public highway**

Provision shall be made at no cost to the Council at the site of the Works and on the adjoining public highway to take all reasonable practicable steps to prevent the deposit of mud dust and other materials on public highways by vehicles and plant leaving the site of the Works and in accordance with the Code of Construction Practice.

**16. Traffic control**

During the period when any Works are being executed the Owner shall institute at its own cost reasonable measures approved before their implementation by the Council to maintain the flow and safety of traffic and pedestrians on the highways in the vicinity of the site of the Works and shall use reasonable endeavours to ensure that contractors site traffic in respect of the Works and the Development shall adhere to such route or routes

when approaching or departing from the site of the Works as may from time to time be agreed with the Council.

**17. Road safety**

During the period over which the Works are being executed the Owner shall comply with the provisions of Chapter Eight of the Department of Transport's Traffic Signs Manual 1991 (published by HMSO) and any amendment thereto for lighting and signing the Works and any further reasonable requirements of the highway authority.

**18. Remedial works**

18.1 If the Works or any part or parts of them (including without prejudice to the generality of this obligation any requirement to make good defects) are not executed or completed in accordance with the terms of this Agreement the Council may execute or complete the relevant part or parts of the Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover all of its reasonable and proper costs from the Owner.

18.2 Before starting any works under paragraph 18.1 of this Schedule the Council shall first give the Owner 15 working days' written notice (or in the event of there being a significant danger to users of the highway such lesser period as may in the circumstances be reasonable) of its intention to do so.

18.3 Any notice served pursuant to paragraph 18.2 of this Schedule shall specify the Works which have not been executed or completed in accordance with the terms of this Agreement and the period of the notice ("the Notice Period") given.

If before the expiry of the Notice Period the Owner shall serve written notice upon the Council as the case may be that the Owner intends forthwith to execute and/or to complete the part of the Works specified in the notice served by under paragraph 18.2 of this Schedule in accordance with the terms of this Agreement the party who served the notice shall not be entitled to execute or to complete such part of the Works unless the Owner then fails to execute and/or complete them.

**19. Final Site clearance**

19.1 On completion of the Works the Owner shall clear away and remove from the site of the Works all construction plant surplus material rubbish and temporary works of every kind and leave the site of the Works in a workmanlike condition.

19.2 "As built" Drawings

Within 1 month of the issue of each of the Provisional Certificates the Owner shall provide the Council with three sets of drawings showing to a scale of 1:500 (or such other scale as the Council shall reasonably require) the Works "as built".

19.3 The "As built" drawings must include:

- (a) all departures from the drawings approved under the Programme as approved;
- (b) the position of all Statutory Undertakers plant and equipment;
- (c) any additional levels boreholes retards or other information which the Council reasonably consider to be useful for the purposes of the public record;
- (d) separate titled drawings outlining or identifying;
- (e) the location direction of flow and construction materials of all new and existing drainage ditches and the location of outfalls or soakaways;
- (f) all street lighting illuminated signs and cables;
- (g) the highway boundary by means of red edging including those areas to be adopted as public highway ("Highway Adoption Drawings");
- (h) signs and road markings on highway and location and details of sign faces;
- (i) all completed finishes on the highway that is (but without limitation) high friction surfacing, wearing course, tactile paving, carriageway, footway finishes and kerb types.

20. **CDM Regulations**

20.1 Within 12 months of the issue of the Provisional Certificate for any of the Works the Owner shall supply to the Council in relation to any Works the Health and Safety File relating to the Works pursuant to the Construction (Design and Management) Regulations 1994 together with one copy (or two copies if the Works include structures or bridges) of the said File.

20.2 The Health and Safety File shall:

- (a) include a report summarising the construction phase of the Works;



- (b) identify any significant problems encountered during the construction phase of the Works and describe how those problems were overcome;
- (c) include details of the design options for the Works selected by the Owner (including the Owner's Contractor) any significant design changes and the reasons for the changes;
- (d) include a section describing all materials used in the Works their source of supply and their level of performance together with the name and address of the manufacturer and shall describe any problems encountered;
- (e) include a report summarising details of the handover walk through with the officers nominated by the Council to undertake that function (amongst others) together with the date of that activity, the names of the attendees, a summary of the issues raised and consequential actions; and
- (f) include the "As built" drawings referred to in paragraph 19.2 of this Schedule.

**ANNEX A**

**(DRAFT BOND)**

BY THIS BOND WE [ ] BANK PLC of [ ] London [ ] (the "Surety") are held and formally bound respectively to:-

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Camden Town Hall, Argyle Street, London, WC1H 8EQ ("Camden") for payment of the sum of [ ] ("the Camden Bond Figure"); and

Executed as a Deed this            day of            2009

**WHEREAS** by an Agreement ('the Agreement') dated the            day of [ ] 200[ ] and made between (1), Camden (2) (3), ("the Owner") (4) agreed with Camden respectively to carry out the Works as set out and defined in the Agreement.

**NOW THE CONDITIONS** of the above written Bond are that:

- 1.1 Subject always to the provisions of sub-clauses 1.2 and 1.3 below if the Owner performs fulfils and complies with each and every clause, term, condition and stipulation in the Agreement then the above Bond or obligation shall upon such fulfilment or compliance be void, but otherwise will remain in full force and effect.
- 1.2 As provided in Paragraph 5.1 of the First Schedule to the Agreement each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the issue of the each of the 3 Provisional Certificates (as defined in the Agreement) respectively relating to a particular Works shall be released by Camden from their obligations under this Bond to the extent of twenty five percent (25 %) of the Camden Bond Figure in respect of each such Provisional Certificate.
- 1.3 As provided in Paragraph 5.5 of the First Schedule to the Agreement each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the issue of the Final Certificate in respect of the totality of the Works (as defined in the Agreement) respectively relating to the parts of the Works which fall within their respective jurisdictions be released by Camden from all their obligations under this Bond.
- 1.4 If there is any failure by the Owner to complete the Works as defined in the Agreement within the agreed time period and in accordance with the Programme as approved and all other requirements of the Agreement Camden may serve notice in writing (the "First Notice") on

both the Owner and the Surety notifying them of such failure by the Owner and if the Owner shall not have remedied any such failure to the reasonable satisfaction of Camden as the case may be within 14 days of the date of the First Notice then Camden may serve notice to that effect on the Surety whereupon the Surety will pay Camden as the case may be a sum of money on demand in each case up to but not exceeding the maximum of the Camden Bond Figure respectively and on the basis in each case that Camden will certify the sum of money demanded as being necessary in order to complete the part of the Works or remedy any defects or any default of the Owner in the performing of its respective obligations to Camden including the reasonable and proper costs respectively of Camden's administrative expenses.

- 1.5 As provided in paragraph 5.7 of the First Schedule each of the Owner and the Surety shall forthwith and without the need for any further evidence in writing or otherwise upon the payment of the contributions referred to in Clauses 4.12, 4.13 and 4.14 in the event of payment of such being required by the Council be released by Camden from their obligations under this bond to the extent of the amount of contribution that is paid and the Camden Bond Figure shall be reduced accordingly.
- 1.6 Upon the Owner (other than for the purposes of consolidation or amalgamation) having a winding up order made against it or upon a resolution being passed for the winding up of the developer (other than for the purposes of consolidation or amalgamation) the Surety will pay Camden as the case may be a sum of money on demand in each case up to but not exceeding the maximum of the Camden Bond Figure respectively and on the basis in each case that Camden will certify the sum of money demanded as being necessary in order to complete the part of the Works or remedy any defects or any default of the Owner in the performing of its respective obligations to Camden including the reasonable and proper costs respectively of Camden's administrative expenses.
- 1.7 Camden will apply any sums respectively received by them solely towards the cost of completion of the Works together with the reasonable and proper administrative expenses incurred respectively by Camden in preparing an alternative or alternative contracts for completion of the Works and of supervising the execution of the same.
- 1.8 The total liability of the Surety to Camden under this Bond will be limited respectively to the Camden Bond Figure.
- 1.9 This Bond is governed by the law of England and Wales and the parties agree to in case of dispute not capable of being resolved by them to submit to arbitration in the jurisdiction of an English Court.

**EXECUTED AS A DEED BY** )  
**BANK PLC** )  
Under the hand of )  
 )  
being duly authorised )

## SCHEDULE 3

### LOCAL PROCUREMENT CODE.

#### 1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner/Developer 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

The Council will seek to ensure that the developer 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:
  - (a) all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
  - (b) the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

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**

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).

2.2.1 All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

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

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

**Fitting out by tenants**

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers 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 developer, their main contractor and subcontractors.

**Facilities Management**

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

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



## SCHEDULE 4

### THE COMMUNITY SPACE - FINISHES AND SPECIFICATION

Finishes and specification to include:

- Floors Lino to dance studio spaces, painted screed access and common areas including entrance area
- Walls Glazed curtain walling system
- Ceilings Painted plasterboard
- Doors Flush painted doors with vision panel
- Partitions Painted plaster/plasterboard, folding partition to ground floor multi-use space
- Lighting Low energy lighting
- WC White sanitary fittings, laminate faced cubicle partitions and vanity unit, painted plasterboard walls, non-slip ceramic tiling to floors.  
Separate WC fitted out to disabled standards with white sanitary ware

## SCHEDULE 5

### THE INTERIM ONE STOP SHOP - FINISHES AND SPECIFICATION

- Finishes to include: General fit-out and design to be as drawing PCF01569-006 Rev19
- Windows Double-glazed windows with sufficient opening casements. Lockable. Security shutters to be provided as described below
  - Floors Wet areas non-slip vinyl, main area carpet tiles
  - Walls Vinyl faced plasterboard with joint strips
  - Ceilings 600x600 suspended ceiling system
  - Doors Sapele veneered doors. Glazed vision panels to Corridor doors & Interview Rooms
  - Partitions Vinyl faced plasterboard with joint strips to form required layouts including Front 'shop' area, WCs/Shower, Cleaner's Cupboard, 2No Meeting Rooms, Copier/Store Area, Back office area for minimum of 6No, Kitchen
  - WCs White sanitary fittings, tiled splashback. Fitted out to disabled WC standards. Separate further Standard WC with Shower enclosure c/w electric shower
  - Power Points Sufficient double sockets mounted within desk height compartment trunking to all walls including 8No floor mounted within 4No concealed floor traps
  - Lighting Low energy lights; LG3 office compliant standard to working areas
  - Kitchen To include stainless steel sink, 2 base units and 1 wall cupboard; tiled splashbacks above worktops
  - Shelving Provision of considerable quantity of wall spur shelving as required by WEP
  - Heating/Ventilation Air conditioning to provide heating/cooling to all office and meeting room areas. Electric heaters and mechanical extract ventilation to Kitchen & WC areas. Extract fan to IT Cabinet location
  - Security Alarm Current Insurance standard security detection/alarm system
  - Security shutters Steel security shutters to all windows/doors/ patent glazing. Electric operation to large patent glazed area and also to main front door

- Door Entry Intercom Door entry intercom to main front door with 2No separate internal handsets
- Fire alarm Full fire detection and warning system with smoke/heat detectors throughout. Provision of sufficient fire exit & directional fire exit signage
- Structured cabling Blank back boxes and containment to dado trunking ready for installation of structured cabling by Council's preferred installer. Category 5e Cabling installation & floor-standing IT Cabinet
- Incoming Data (Virgin/Telewest) & Voice Links (BT) Installation (NB. To be by Council nominated supplier).
- External Access External ramp and complimentary steps designed to meet current Building Regulations and DDA standards
- External landscaping Good quality external landscaping to reinstate grassed areas around temporary building including some planting, preparing of ground, providing topsoil, and re-turfing. Maintaining grassed areas in case of failure within first year
- Signage External signage above glazed shopfront windows. Signage to end elevation to direct the public. Enclosed public information Noticeboard with external cover/signage near gate to walkway leading to building from Hampstead Road
- Letter Box Provision of a safe type of letter box
- External lighting Sufficient external lighting to ensure illumination around building, of fire exit routes, and to illuminate the main access walkway/steps from Hampstead Road. Light controls to be switch/sensor controlled and on a 24 hour seven day programmer
- Cycle Storage Secure cycle parking facilities on hardstanding by entrance steps
- Refuse provision Provision of required facilities
- Relocation of WEP Including removal costs, project management, and sundry expenses
- Removal of Temporary Facility Following the relocation of WEP back to the newly provided Premises (the One Stop Shop', agree, a detailed landscaping plan for the site area including:-
  1. Removal of temporary building
  2. Removal of ramp/steps
  3. Grubbing up of concrete foundations
  4. Removal of all services ducts

5. Landscaping to include preparation of ground, provision of topsoil
6. Provision of designed landscaped area to include grass (turf), shrub planting, seating, and paved areas

## SCHEDULE 6

### THE ONE STOP SHOP PLAN - FINISHES AND SPECIFICATION

- Finishes to include:
- General floor areas to be two storey as drawings to include mezzanine area with stairs & lift. Partition arrangements to be agreed
- Windows  
Full height shopfront windows  
Double-glazed windows.
  - Floors  
Wet areas non-slip vinyl, main areas carpet tiles.  
Entrance way barrier matting
  - Walls  
Vinyl faced plasterboard or plastered walls
  - Ceilings  
600x600 suspended ceiling system
  - Doors  
Pre-finished timber veneered doors. Glazed vision panels to Corridor doors & Interview Rooms
  - Partitions  
Sound-proof vinyl faced or painted plasterboard partitions to form required layouts including Front 'shop' area, WCs/Shower, Cleaner's Cupboard, 3No four person Meeting Rooms, 1No Large Training/Conference Facility Room for 15No, Copier/Store Area, Back office area for minimum of 8No, Kitchen, Cleaner's Store. Glazed walls/double-glazed with blinds to create some areas and to ensure confidentiality/ visibility/safety
  - WCs  
White sanitary fittings, tiled splashback. Fitted out to disabled WC standards. Separate further Standard WC with Shower enclosure c/w electric shower
  - Cleaner's Room  
White cleaner's Belfast type sink, tiled splashback, wall shelving, hooks
  - Power Points  
Sufficient double sockets (up to 25 no) mounted within desk height compartment trunking to all walls (or chased within walls). Sufficient concealed floor traps for power/data to suit required layouts where large areas are planned (max 16 of 25 above)
  - Lighting  
Low energy lights; LG3 office compliant standard to working areas
  - Kitchen  
To include inset stainless steel sink, 4 base units and 3 wall cupboard; tiled splashbacks above worktops
  - Shelving  
Dismantle existing wall spur shelving in the Interim One Stop Shop and refit in the Final One Stop Shop

- Heating/Ventilation  
Air conditioning to provide heating/cooling to all shop, office and meeting/conference room areas. Electric heaters and mechanical extract ventilation to Kitchen & WC areas. Extract fan to IT Cabinet location
- Security Alarm  
Current Insurance standard security detection/alarm system
- Door Entry Intercom  
Door entry intercom to main front door with 2No separate internal handsets, with facility to release door to open
- Fire alarm  
Full fire detection and warning system with smoke/heat detectors throughout. Provision of sufficient fire exit & directional fire exit signage
- Structured cabling  
Blank back boxes and containment to dado trunking ready for installation of structured cabling by Council's preferred installer. Category 5e Cabling installation & floor-standing IT Cabinet
- Incoming Data (Virgin/Telewest) & Voice Links (BT)  
Installation Capped contribution of £5,000 for this element
- External Access  
Level access leading to main front doors. Re-programmable digital code to open facility for out of hours access as well as auto open facility when open/close to the public
- Letter Box  
Provision of a safe type of letter box
- Relocation of WEP from the Interim One Stop Shop  
Including project management up to a cap of £2,500

## SCHEDULE 7

### THE TENANTS MEETING ROOM - FINISHES AND SPECIFICATION

Finishes and specification to include:

- Floors Carpet Tiles
- Walls Painted Plasterboard
- Ceilings Painted Plasterboard
- Doors Painted flush doors
- WC White sanitary fittings, non-slip floor tiles, ceramic wall tiles. Fitted out to disabled WC standard
- Power Points 10 double power points
- Kitchen To include stainless steel sink, 3 base units and 3 high level cupboards.

**SCHEDULE 8**

**ENERGY STRATEGY - PROPOSED SCOPE OF ENERGY FEASIBILITY STUDY**





## 1.0 INTRODUCTION

This document describes the proposed objective, vision and methodology for the Energy Feasibility Study.

## 2.0 ENERGY FEASIBILITY STUDY

### *Objective*

The objective of this feasibility study will be to identify viable opportunities for CO<sub>2</sub> reductions from gas-fired Combined Heat and Power (CHP) within and around Regent's Place, i.e. opportunities that are viable financially and in terms of engineering and contractual considerations.

The study will be led by British Land in consultation with:

- Greater London Authority;
- Camden Council;
- London Development Agency;
- Regent's Place tenants.

### *Vision*

The approach on the study will be two fold. Firstly the connectivity of the Regent's Place buildings (which North East Quadrant (NEQ) forms part of) into an estate (i.e. the Regent's Place estate) wide energy distribution system will be reviewed. As the willingness of the existing buildings' tenants to participate is crucial, the framework used for this first phase will be Regent's Place Environmental Working Group which works with tenants on issues such as climate change, refuse and recycling, sustainable sourcing and water management. Secondly the potential for Regent's Place buildings to link into other estates around Regent's Place will be reviewed.

### *Methodology*

The study will:

- Take into account the current formal planning policies on decentralised energy (e.g. London Plan), the current consultation on potential policy changes (e.g. OFGEM consultation on decentralised energy) and research carried out on the subject (e.g. Camden's Climate Change Action Plan, London First's research on Decentralised Energy);
- Identify buildings within and around Regent's Place which could potentially benefit from community energy and gas-fired Combined Heat and Power (CHP). The 380 units identified by Camden Council (*name and address to be confirmed*) will be among the properties identified;

### *Milestones*

- **1<sup>st</sup> milestone:** After an initial appraisal, selection of the buildings which could realistically be connected together.
- Detailed appraisal of the identified buildings: electricity and heat requirements, servicing strategy, plant location and replacement strategy.
- Investigate options for the incorporation of CHP.
- Appraisal of the energy infrastructure masterplans in the area (e.g. Euston) and how the selected buildings could connect to these networks, now or in the future.
- **2<sup>nd</sup> milestone:** After an initial appraisal, selection of the most appropriate CHP option(s).

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- Preliminary technical, commercial and contractual appraisal of the selected option(s).
- Whole life cost analysis of the option(s) based on benchmark, including capital costs, running costs, public and private funding options. Sensitivity analysis based on the variation of selected key parameters.
- Investigate options for potential future alternative fuel sources for CHP.
- 3<sup>rd</sup> milestone: identification of the preferred option, potential risks and future proofing strategy.

***Timescales***

From instruction, it is anticipated that the study will take 6 months.

Appendix D AQ-PACK AMS MONITOR SPECIFICATIONS