

The draft has been prepared without prejudice to the Council's discretion to properly determine this planning application at a future committee date and is not to be construed as giving any indication as to how the planning application may be determined



ISLINGTON

Dated

17 May

2013

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON**

and

GARYSTYLE LIMITED

and

LLOYDS TSB BANK PLC

and

FAMILY MOSAIC HOUSING

Deed

**Under Section 106 Town and Country Planning Act 1990 relating to 174-178
Courtauld Road (East) Islington London N19
Planning Permission Reference P2012/0194**

**Debra Norman
Head of Law
Town Hall
Upper Street
London
N1 2UD
DNA Ref: NPLN/1936**

THIS DEED is made on

17 May

2013

BETWEEN:

- (1) GARYSTYLE LIMITED (a company registered in England and Wales under company registration number 03681577) whose registered office is 1146 High Street Whetstone N20 0RA ("the First Owner")

and

- (2) LLOYDS TSB BANK PLC (a company registered in England and Wales under company registration number 2065) of Department number 3015 5th Floor of Securities Operations Service Centre PO Box 6000 125 Colmore Road Birmingham B3 3SF ("the Mortgagee")

and

- (3) FAMILY MOSAIC HOUSING (Industrial and Provident Society No IP30093R) whose registered office is at Albion House, 20 Queen Street London SE1 2RS (the "Second Owner")

and

- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON of Town Hall, Upper Street, London, N1 2UD ("the Council")

and the Council the First Owner the Mortgagee and the Second Owner shall be known as the Parties

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The First Owner is the registered proprietor of part of the Site with freehold title absolute under title number NGL766540 and has entered into this Deed to enter into the obligations
- (C) The Second Owner is the registered proprietor of part of the Site with freehold title absolute under title number title numbers NGL640003. The Second Owner also holds a registered charge dated 9 May 2012 relating to that part of the Site included in title number NGL766540 and has also entered into this Deed to enter into the obligations.
- (D) The Mortgagee has a registered charge dated 15 October 2010 relating to that part of the Site included in title number NGL766540 and has entered into this Deed to give consent subject to the terms of this Deed to the First Owner entering into the obligations
- (E) The Application has been submitted to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- (F) At a meeting on the Committee Date the Council's Planning Committee resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meaning:

Act	the Town and Country Planning Act 1990
Affordable Housing	means subsidised low cost housing as defined only in this agreement comprising Social Rented Housing and Intermediate Housing but not Affordable Rented Housing allocated to eligible persons who cannot afford to rent or buy housing generally available on the open market as determined with regards to local incomes and local house prices and to remain available for future eligible households or if restrictions are lifted for the subsidy to be recycled for alternative housing provision
Affordable Housing Units	means the Social Rented Housing and Intermediate Housing as set out in Schedule 11 and provided in the locations shown on drawings numbered 11_445_PL(00)_022 and 11_445_PL(00)_023 annexed to this Deed at Schedule 12 at the Development
Affordable Rented Housing	means housing let by local authorities or Registered Providers to households who are eligible for Social Rented Housing subject to rent controls that require a rent (inclusive of service charge) of no more than 80% of the local market rent
Application	the application for full planning permission submitted to the Council for the Development and allocated reference number P2012/0194

Chargee	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
Chargee's Duty	the tasks and duties set out in paragraph 6.5 of Schedule 1
Code of Employment and Training	means the code of employment and training annexed at Schedule 6
Code of Local Procurement	means the code of local procurement annexed at Schedule 7
Committee Date	15 April 2013
Community Facilities Contribution	£16,000 to be spent by the Council towards Community Facilities Improvements
Community Facilities Improvements	Means community facilities improvements in the vicinity of the Site
Construction Logistics Plan	means the plan prepared in accordance with the Mayor of London and Transport for London current version of their guidance 'Building a Better Future For Freight: Construction Logistics Plan' and as further set out in paragraph 9 of Schedule 1
Construction Method Statement	<p>means a written document which details a safe system of work and the remedial measures required to protect the workforce and the public from conceivable hazards and which shall include</p> <ul style="list-style-type: none"> - a description of how the works are to be carried out - a schedule of the works and a sequence of the operations and tasks - details of the works and whether the designated area requires segregation - where applicable, details of sub contractors who may affect the works or who may be

affected by the works

- where appropriate in high risk works detailed description of intended emergency procedures

CoPCS	means the code of practice for construction sites annexed at Schedule 5
CoPCS Monitoring Fee	means £2,600 to be spent by the Council towards monitoring compliance with the CoPCS
CoPCS Response Document	means the document showing how the CoPCS will be complied with and as further set out in paragraph 10 of Schedule 1
Development	demolition of existing buildings and erection of buildings of 2-5 storeys in height providing a total of 26 residential units comprising flats and houses with integral refuse and cycle storage
Highway Reinstatement Area	means the carriageway and footways in the vicinity of the Development as shown crossed in green on the Highway Reinstatement Plan
Highway Reinstatement Payment	means the figure to be calculated in accordance with Schedule 3 and to be spent by the Council towards the Highway Reinstatement Works
Highway Reinstatement Plan	means the plan annexed at Schedule 4
Highway Reinstatement Works	the repair and reinstatement of the highway and footways which will be undertaken by the Council at the expense of the Developer in the Highway Reinstatement Area
Homes and Communities Agency	means a body established under Section 1 of the Housing and Regeneration Act 2008 as amended by the Localism Act 2011 which acts as the regulator of social housing and amongst other things provides funding to Registered Providers or such other body as might succeed it

Implementation	the date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) the Preparatory Works and "Implement" and "Implemented" shall be construed accordingly
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties may agree
Index Linked	<p>linked to movements in the Index between the Committee Date and the date of the payment so that the particular payment is adjusted in accordance with the following formula:</p> $\text{Amount Payable} = \text{Relevant Amount} \times (A \div B)$ <p>Where:</p> $\text{Relevant Amount} = \text{the payment to be Index-Linked}$ <p>A = the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is payable</p> <p>B = the figure for the Index which applied when the Index was last published prior to the Committee Date PROVIDED THAT the Index Linked sum can never be less than the original sum payable</p>
Intermediate Housing	means only Affordable Housing which is not Social Rented Housing at prices and rents above those of Social Rented Housing but below market price or rents and can include shared equity products (e.g.

HomeBuy) other low cost homes for sale and intermediate rent and shall comprise up to 5 units or up to 35.7% of all the Affordable Housing units

Interest	interest at four per cent above LIBOR from time to time
Market Housing	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
Islington's Nominations Agreement	means the nominations arrangements as approved from time to time by the Council for Affordable Housing Units developed within the London Borough of Islington;
New Footway	Means the new footway hatched in red for illustrative purposes only on the New Footway Plan
New Footway Plan	means the plan annexed to this Deed at Schedule 9 showing the New Footway
New Road	means the road to be constructed by the Developer under separate planning permission reference number P120765 between the junctions of Fairbridge Road and Courtauld Road as shown on the New Road Plan
New Road Plan	means the plan number 11_445_PL(00)_021 annexed to this Deed at Schedule 10 showing the New Road
Occupation and Occupied	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
Open Space Contribution	£25,500 to be spent by the Council towards Open Space Facilities Improvements
Open Space Facilities Improvements	means open space facilities improvements in the vicinity of the Site

Owners	means the First Owner and the Second Owner
Planning Permission	the full planning permission subject to conditions that may be granted by the Council pursuant to the Application
Playspace Facilities	means playspace facilities in the vicinity of the Site
Playspace Facilities Contribution	£17,500 to be spent by the Council towards the provision and improvement of Playspace Facilities
Practical Completion	the practical completion of the works required to construct the relevant premises or building or part thereof or works in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer and "Practically Completed" shall be construed accordingly
Preparatory Works	means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversions and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
Protected Tenant	<p>any tenant who:</p> <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit (b) has exercised any statutory right to buy pursuant to the Housing Act 1985 (or any equivalent contractual right) in respect of a particular Affordable Housing Unit (c) has been granted a shared ownership lease by a Registered Provider (or similar

arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit (staircased to 100%)

Registered Provider

means a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008

Regulator

means the Homes and Communities Agency or such other body as might succeed it or to whom the functions of this regulator may be transferred

Schedule of Condition

means a schedule of condition relating to the highways and footways in the Highway Reinstatement Area and to include but not be limited to details of:

- a) the line and level of footways and carriageways;
- b) redundant crossovers; and
- c) the condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; and gullies (to be checked for blockages)

Site

the land against which this Deed may be enforced as shown edged red on the Site Plan and known as 174-178 (East) Courtauld Road Islington London N19 registered at the Land Registry under title numbers NGL766540, NGL640003

Site Plan

the site plan attached at Schedule 8

Social Rented Housing

means Affordable Housing which is not Intermediate Housing or Affordable Rented Housing but is housing owned by local authorities and Registered Providers and rented to eligible households at Target Rent levels

or such successor to Target Rent levels as may be set by the Regulator from time to time and shall remain at Target Rents in perpetuity. The Social Rented Housing shall comprise no less than 9 units or 64.3% of all the Affordable Housing units

Sports and Recreation Contribution £11,500 to be spent by the Council towards Sports and Recreation Improvements

Sports and Recreation Improvements means sports and recreation improvements in the vicinity of the Site

Target Rent means rent within the Regulator's national rent restructuring regime

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.8 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.9 The Interpretation Act 1978 shall apply to this Deed.
- 2.10 All Parts Schedules and Annexes attached to this Deed are to be read as if the same were incorporated into the main body of the Deed

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings on the part of the Developer under this Deed create planning obligations pursuant to Section 106 of the Act which comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are enforceable by the Council as local planning authority against the Developer without limit of time save that it is agreed that any obligations in this Deed to pay any financial contributions shall not bind any occupiers of any Affordable Housing Units.
- 3.3 Insofar as the provisions hereof do not constitute planning obligations for purposes of Section 106 of the 1990 Act this Deed is also entered into pursuant to Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers enabling the Council thereunto.

4 CONDITIONALITY

Subject to the Planning Permission having been granted this Deed commences on the date of this Deed.

5 THE DEVELOPER'S COVENANTS

The First Owner covenants with the Council as set out in Schedule 1.

6 THE COUNCIL'S COVENANTS

The Council agrees to accept the First Owner's covenants contained in Schedule 1 and hereby covenants with the First Owner (pursuant to Section 111 of the Local Government Act 1972 and so far as the Council are lawfully able to do so) to fulfil the covenants as set out in Schedule 2.

7 MISCELLANEOUS

- 7.1 The Second Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed limited to £2,500.
- 7.2 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Developer from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to Implementation.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.9 It is agreed and declared between the Parties that nothing contained or implied in this Deed shall prejudice fetter or otherwise affect the rights powers duties and obligations of the Council

in the exercise by it of its statutory functions rights powers or obligations.

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Parties agree with the Council to give the Council immediate written notice of any change in Ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 INDEXATION

All sums payable to the Council under this Deed shall be Index Linked.

11 INTEREST

Any money payable to the Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to actual payment.

12 GOOD FAITH AND GOOD PRACTICE

- 12.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
- 12.2 The Parties shall at all times use reasonable endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon any party which is additional to the obligations contained in this Deed.

- 12.2 Where there is a reasonable or best endeavours obligation in this Deeds and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide an explanation of the steps it has undertaken in carrying out its reasonable or best endeavours obligation.

13 DISPUTE RESOLUTION

- 13.1 Where any matter the subject of this Deed shall be in dispute the Parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
- 13.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
- 13.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the Parties within a period of fourteen days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors
- 13.4 The determination of the expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties.
- 13.5 The terms of reference of any expert appointed to determine a dispute disagreement or difference shall include the following:
- i) the expert shall call for representations from both Parties within 21 days of a reference to him under this Deed and require the Parties to exchange representations within this period
 - ii) the expert shall allow the Parties to the arbitration 14 days from the expiry of the period referred to under paragraph 13.5(i) above to make counter representations
 - iii) any representations or counter representations received out of time may be disregarded by the expert
 - iv) the expert shall provide the Parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be

- entitled to call for such independent expert advice as he shall think fit
- v) the expert's costs and the costs of any independent expert advice called for by the expert shall be included in his award

14 NOTICES

14.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in Clause 14.3 below.

14.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

- a) if delivered by hand, upon delivery at the relevant address;
- b) if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or
- c) if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next working day.

14.3 The address, facsimile number, relevant addressee and reference for each party are:

for the Council:

Address: Strategic Planning and Regeneration, 222 Upper Street, London N1 1XR

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the First Owner:

Address: 79, The Grove, Palmers Green, London, N13 5JS

Facsimile number: N/A

Relevant addressee: Titos Pavlou Theophilou – 174 – 178 Courtauld Road, London

for the Mortgagee:

Address: Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HA

Facsimile number: N/A

Relevant addressee: Lloyds TSB Bank plc

for the Second Owner:

Address: Albion House, 20 Queen Elizabeth Street, London SE1 2RJ

Facsimile number: 0207 089 1001

Relevant addressee: Richard Mortimer, Development Director

If a Party changes its name, address, facsimile number or relevant addressee for the purposes of this clause it shall notify the other Party in writing.

15 COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this Deed but together the counterparts shall constitute one document.

16 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Parties with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of any mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case the Owner will be bound by the obligations and the Mortgagee will be bound by the obligations as if it was a person deriving title from the Owner FURTHER.

17 THE ELECTRICITY SUB STATION

The Parties have agreed that the lessee of the electricity sub station situated on that part of the Site contained within title number NGL863443 shall not be bound by the obligations contained within this Deed

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1**THE FIRST OWNER'S COVENANTS****1 NOTICE OF IMPLEMENTATION**

The First Owner shall give at least 14 days prior written notice to the Council of Implementation of the Planning Permission

2 FINANCIAL CONTRIBUTIONS

2.1 Prior to or on Implementation the First Owner shall pay to the Council:

- 2.1.1 the Community Facilities Contribution
- 2.1.2 the CoPCS Monitoring Fee
- 2.1.3 the Open Space Facilities Contribution
- 2.1.4 Playspace Facilities Contribution
- 2.1.5 the Sports and Recreation Contribution, and

2.2 The Planning Permission shall not be Implemented until the financial contributions referred to in paragraph 2.1 above have been received by the Council.

2.3 The First Owner shall pay the Highway Reinstatement Payment to the Council within 15 working days of receipt of the request to do in accordance with Schedule 3.

2.4 The First Owner covenants not to permit the Affordable Housing Units to be beneficially occupied until nomination rights are in place between the Council and the proprietor of Affordable Housing Units in accordance with the Islington Nominations Agreement

3 EMPLOYMENT AND TRAINING CODE

3.1 The First Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code annexed at Schedule 6.

3.2 The First Owner shall use reasonable endeavours to ensure that the building contractor partakes in the construction training initiative and procure one work placement for a local resident at the Development during the construction phase. Such work placement to last at least 13 weeks and be paid by the developer at least the national minimum wage. The Council will recruit for and monitor the work placement.

3.3 In the event that the First Owner cannot procure one work placement the First Owner shall prior to or on Practical Completion pay to the Council an amount of £5,000 towards employment and training initiatives in the local area.

4 CODE OF PRACTICE FOR CONSTRUCTION SITES (CoPCS)

- 4.1 Prior to the Implementation of the Planning Permission the First Owner shall submit a Construction Method Statement for approval by the relevant officer of the Council
- 4.2 the Development shall not be Occupied until the First Owner has received the Council's approval of the Construction Method Statement
- 4.3 The First Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Construction Method Statement and the CoPCS.

5 CODE OF LOCAL PROCUREMENT

The First Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Code of Local Procurement annexed at Schedule 7.

6 AFFORDABLE HOUSING

- 6.1 Save where the First Owner is a Registered Provider the Planning Permission shall not be Implemented until the First Owner has contracted with a Registered Provider for:
 - 6.1.1 the construction of all the Affordable Housing Units in accordance with the Planning Permission; and
 - 6.1.2 the transfer of such Affordable Housing Units and
- 6.2 written notification of such has been received by the Council.
- 6.3 From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
 - 6.3.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 6.3.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty
 - 6.3.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 6.4 Any lease granted transferred or assigned to the Registered Provider shall be of a term of no less than 125 years and must be with all necessary rights and easement to enable the Affordable Housing Units to be used for residential purposes.
- 6.5 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than three months' prior notice to the Council of its intention to dispose and:
 - 6.5.1 in the event that the Council responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as

Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer

- 6.5.2 if the Council does not serve its response to the notice served under paragraph 6.5.1 within the three months then the Chargee shall be entitled to dispose free of the restrictions set out in this paragraph 6 of Schedule 1;
- 6.5.3 if the Council or any other person cannot within three months of the date of service of its response under paragraph 6.5.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 6.5 the Chargee shall be entitled to dispose free of the restrictions set out in this paragraph 6 of Schedule 1

PROVIDED THAT at all times the rights and obligations in this paragraph 6.5 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

- 6.6 No more than 50% of the Market Housing shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notification of such has been received by the Council.
- 6.7 The First Owner shall construct or procure the construction of all Affordable Housing Units in accordance with the Planning Permission prior to any of the Market Housing.

7. NEW FOOTWAY

The First Owner shall at all times and at no cost to the Council keep the New Footway in good repair for its intended use by the public and be kept free of any obstruction gate or fence whatsoever and accessible to the public at all times.

8. NEW ROAD

No part of any building which is the subject of the Planning Permission shall be Occupied until the New Road including the northern section is constructed and completed by the First Owner.

9. CONSTRUCTION LOGISTICS PLAN

- 9.1 The First Owner shall prepare the Construction Logistics Plan in consultation with the Council and it shall include but not be limited to:
 - i) haulage routes to and from the area in which the Site is situated;
 - ii) hours to avoid such as school start and finishing;
 - iii) vehicle holding areas;
 - iv) management of vehicle holding areas; and
 - v) how operators will be required to comply with the Construction Logistics.
- 9.2 The First Owner shall submit the Construction Logistics Plan to the Council for the Council's approval in writing at least one month prior to Implementation of the Development including the carrying out of any Preparatory Works.

- 9.3 No works shall be carried out on the Site including Preparatory Works until the Construction Logistics Plan has been approved in writing by the Council.

10 CoPCS RESPONSE DOCUMENT

- 10.1 The CoPCS Response Document must include but not be limited to:
- i) a review of the CoPCS with specific reference to the Site's proposed construction programme;
 - ii) a statement of how the developer will ensure compliance with the CoPCS; and
 - iii) a community liaison strategy which shall address at least the follow concerns:
 - a) a telephone number and email address for enquiries concerns or complaints raised by the general public or affected bodies;
 - b) a named community liaison manager ("Community Liaison Manager) to be responsible for dealing with all enquiries;
 - c) a provision for logging all enquiries along with the response given;
 - d) a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;
 - e) a provision for monthly meetings organised by the Community Liaison Manager with members of the Council's public protection team in order to review complaints discuss monitoring results site progress and forthcoming work;
 - f) attendance by the Developer or its representative at a public meeting to be organised by the Council prior to Implementation on Site to introduce the project team discuss the work programme and provide details of the helpline and complaints procedure;
 - g) information on the format of the meeting and the method of notification to the public is to be decided by officers of the Council's public protection team; and
 - h) provision for the Community Liaison Officer to distribute a newsletter updating the community on Site issues in a format agreed with officers of the Council's public protection team.
- 10.2 The First Owner shall submit the CoPCS Response Document for the Council's prior approval in writing at least one month prior to Implementation or carrying out any Preparatory Works.
- 10.3 No works on the Site must take the place until the CoPCS Response Document has been approved in writing by the Council.
- 10.4 The First Owner must ensure compliance with the CoPCS Response Document at all times.

SCHEDULE 2**COUNCIL'S COVENANTS**

- 1 The Council covenants with the Owners to use all sums received from the Owners under the terms of this Deed for purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree PROVIDED THAT the Council may in any event spend up to 5 (five) per cent of the sums on the costs of implementing and monitoring compliance with this Deed which sum shall not include the legal costs incurred in drawing up this Deed.
- 2 The Council will (so far as it is lawfully and reasonably able to so do) upon the written request of the First Owner or the Second Owner and payment of reasonable administrative costs at any time after each or all of the obligations of the Owners under this Deed have been performed or otherwise discharged issue written confirmation of such performance or discharge and will effect forthwith the cancellation of all entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed
- 3 The Council covenants with the Owners that on written request by the First Owner or the Second Owner or the party that actually paid the sum it will pay to the First Owner or the Second Owner or the party that actually paid the sum such amount of any payment made by the First Owner or the Second Owner to the Council under this Deed which has not been spent or any part of them that remains unexpended or uncommitted to the First Owner or the Second Owner in accordance the provisions of this Deed within five years of the date of receipt by the Council of such payment together with any Interest accrued on the amount that has not been spent.
- 4 For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.
- 5 The Council shall on written request by the First Owner or the Second Owner or the party that actually paid the sum provide to the First Owner or the Second Owner such evidence as they shall reasonably require in order to confirm the expenditure of the sums paid by the First Owner or the Second Owner under this Deed.

SCHEDULE 3**HIGHWAY REINSTATEMENT PAYMENT**

- 1 The Planning Permission must not be Implemented unless the First Owner has submitted an initial Schedule of Condition to the Council and such initial Schedule of Condition has been agreed in writing by the Council.
- 2 After the First Owner has certified to the Council that such a stage of the Development has been reached that the Development will not adversely affect the Highway Reinstatement Area but in any event no later than fourteen (14) days after Practical Completion of the whole of the Development the First Owner must provide to the Council:
 - 2.1 a further Schedule of Condition; and
 - 2.2 a specification for the Highway Reinstatement Works,

both to be agreed in writing by the Council.
- 3 As soon as reasonably practicable after agreeing the further Schedule of Condition and the specification for the Highway Reinstatement Works submitted in accordance with paragraph 2 above the Council must:
 - 3.1 calculate (taking into account any reasonable representations of the First Owner) the Highway Reinstatement Payment; and
 - 3.2 must subsequently issue a request for payment of the Highway Reinstatement Payment.
- 4 The First Owner must pay the Highway Reinstatement Payment to the Council no later than 15 days after receipt of the request to pay the Highway Reinstatement Payment in accordance with paragraph 3 above.

SCHEDULE 4

HIGHWAY REINSTATEMENT PLAN



Environment & Regeneration
Street Management Service
Assistant Director of Street Management
Bram Kalnith

222 Upper Street, London, N1 1XR

Project			
Drawing			
Scale		Date	
Designed	Drawn	Checked	Approved
Dwg. No.		Revision	

SCHEDULE 5

CODE OF PRACTICE FOR CONSTRUCTION SITES



ISLINGTON

Code of Practice for Construction Sites

Public Protection Division

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: noise.issues@islington.gov.uk

Introduction

We recognise that demolition and construction are an important part of our borough's development and improvement. However in improving our working and living environment we must not ignore the effects of construction works on those in the surrounding neighbourhood.

As a result, we have developed this code of practice for developers, contractors, community groups and commercial users as guidance on good environmental practice.

We will provide information on the code early on in any planning application process and working to the code may become part of your planning conditions.

We aim to work with developers and contractors in recognising and tackling the possible effects of construction. These can include air pollution, noise and vibration, traffic congestion, dust and contamination of land and water. By making contractors aware at an early stage of our code of practice they can put preventative measures in place from the start.

The code applies to all types of building work:

- demolition
- site preparation
- excavation
- tunnelling work
- maintenance
- construction
- fit-outs

There will be some cases, such as emergency work, where the guidelines in the code cannot be followed. Please contact the relevant council team as soon as possible in these cases. We also recognise that it may not be appropriate to apply the code in full for some smaller developments. In these cases we would expect you to follow the spirit of the code.

It will be the responsibility of the main contractor to make sure all other contractors and workers are aware of and follow the guidance in the code.

Considerate contractors

We do not have an Islington-specific considerate contractors scheme but we do encourage contractors to take part in the national scheme. For information about the scheme and how to apply please contact Considerate Constructors, see Contacts on page 16.

Hours of working

Sites will be allowed to carry out noisy work between:

- 8am and 6pm, Monday to Friday
- 8am and 1pm, Saturdays

Noisy works must not take place outside of these hours (including Sundays and public and bank holidays). As far as is reasonably practical you must keep to these hours.

We will only consider work outside of these hours if it is necessary for access to roads or railway tracks or for reasons of safety and this must be prearranged with us. If you want to do this, please contact the Public Protection Division at least seven days before you need access. You must provide us with details of the works and why you cannot carry it out during the main working hours. You must also give details of the measures you are taking to reduce noise levels, and the predicted noise levels for any affected buildings such as residential property, hospitals, schools and businesses.

We realise that some activities can take place on site without residents being disturbed. This work may occur outside our standard working hours if it does not disturb people at the nearest occupied property to where the work is taking place.

Standards to protect the environment

Temporary structures

If you have to erect scaffolds, hoardings, gantries and other temporary structures you will need to make an application to the council's Street Management Division, see Contacts on page 16.

All structures must have a clear path between them at least 1.2 to 1.8m wide. There should be no recesses for people to hide in. All structures must be lit using bulkhead lights at 3m centres with a 110v supply and hoardings must be a minimum of 2.4m high.

No temporary structures should cover utility covers (such as gas, water or electricity) or any street gullies. All gates on the site must open inwards and not onto the highway.

All temporary structures must be kept in a safe and well-maintained condition at all times, and must display an information board with the relevant contact details for the particular site.

We ask you to reuse hoardings in accordance with our sustainability policy, see page 13.

Current restricted areas include:

- the area bounded by City Road, Islington High Street, Essex Road, Balls Pond Road and Southgate Road (excluding New North Road)
- the area bounded by Pentonville Road, Islington High Street, Upper Street, Holloway Road, Camden Road and York Way (excluding Caledonian Road and Hillmarton Road)
- the area bounded by Dartmouth Park Hill, Highgate Hill, Holloway Road and Tufnell Park Road (excluding Junction Road)

Further areas are currently under construction or planned for implementation in future years. Developers should contact the council's Traffic and Engineering Team within the Street Management Division, see Contacts on page 16.

The following roads have bridges that have gross vehicle weight restrictions:

- Highbury Grove
- Roman Way, N7
- King Henry's Walk
- Kingsbury Road
- Wallace Road
- Wallace Road, Canonbury
- Caledonian Road
- Clerkenwell Road
- Sussex Way
- Crouch Hill
- Wharf Road
- Willow Bridge Road
- Packington Street

The above list was correct at the time of publication, however developers should contact the bridges section of the council for up to date information on the current status of any bridges on their planned access route.

Routes for oversized vehicles are listed at Scotland Yard police headquarters.

When works are finished

We expect you to leave the area of highway that has been occupied by your works as you found it. If there is damage to the highway or gullies we will carry out the necessary repairs and you will be charged appropriately.

Materials' handling, storage, stockpiles, spillage and disposal:

- use silo or covered storage for cement and other powdered materials
- use sheeting for friable boards and building blocks
- use bundled areas (secure and impervious areas) for diesel fuel or chemicals
- undertake regular site inspection for spillage of cement and other powders
- enable fabrication processes and internal and external finishes
- cutting materials for building should be carried out off-site whenever possible
- use cutting and drilling plant with water sprays or dust extraction and collection wherever possible
- install screens around cutting areas and use water sprays near rear public areas
- use shears and guillotines where possible to replace disc cutters used on re-bar and
- decking
- carefully situate tar burners and asphalt burners, control their temperature and make
- sure the boiler lid stays in place whenever in use
- you must not have bonfires on the site for any purpose
- make sure all equipment is properly maintained and switched off when not in use
- to reduce fumes
- do not over rev equipment and vehicles when in use
- you must take precautions to control fumes from stored fuel oils
- consider carrying out regular monitoring where there is evidence of fumes and dust becoming airborne
- have contingency plans in place in cases of accidental release

For further information about air quality please contact the council's Pollution Team, see Contacts on page 16.

Asbestos

Contractors are expected to carry out risk assessments for the works that they are to undertake. These should consider the presence of asbestos and the associated level of risk, together with the development of safe working practices.

A licensed asbestos-removal contractor should carry out work involving treating or removing asbestos products. You must keep to current statutory requirements and Health and Safety Executive (HSE) approved codes of practice and guidance.

A licensed contractor must deal with asbestos waste in line with Environment Agency requirements.

The following legislation applies:

- Control of Pollution (Special Waste) Regulations 1996
- Health and Safety at Work Act 1974
- Asbestos Licensing Regulations 1983 and amendments

Noise

You may want to apply for 'prior consent for work on construction sites' under Section 61 of the Control of Pollution Act 1974. Here the code will be helpful in making a successful application. You should contact the Public Protection Division for advice and an information pack, see Contacts on page 16.

BS5228 gives guidance on calculating noise levels from construction works and assessing the likely effects it will have on neighbouring residential premises, in particular if it is likely to generate complaints. We expect all contractors working on-site to keep to the guidance in BS5228 (Parts 1, 2 and 4). This means that you will have to use the most practical measures possible to control noise, vibration and dust.

We do not have a noise standard for the borough. Instead, we offer the following guidance.

When you are planning your construction work you should carry out a background noise survey before work begins on the site. This should identify surrounding residential properties and the nearest property where construction noise could cause a problem. Average noise levels should be measured across one and ten hours, 8am–6pm.

If the predicted values are higher than the measured corresponding background values by 5dB(A) or less, you can consider that the effect of construction noise will not be significant.

If the predicted values are higher than the measured corresponding background values by between 5dB(A) and 10dB(A), you can consider the effect of the construction noise as acceptable, but you should still try to reduce it.

If the predicted values are higher than 10dB(A) above background, the effect is significant and you must review the equipment and methods you are using.

Fixed items of construction equipment should be electrically powered rather than diesel or petrol driven. If this is not possible, you should provide other protection against noise such as baffles, covers or enclosures.

You need to allow enough time for lengthy concrete pours. If overruns are likely, you should contact the council's Noise Team, see Contacts on page 16.

Where possible, you should use equipment that breaks concrete by crushing it rather than drilling through it, as this produces less noise.

Everyone on site should be advised to reduce noise as far as possible both to protect themselves and the community. You must not allow anti-social behaviour such as shouting, using radios and swearing.

Water

You must dispose of site run-off and wastewater produced as a result of site activities, in line with the requirements of the Environment Agency and Thames Water Utilities Ltd. You must have enough protection in place to make sure any dangerous materials used on-site do not come into contact with watercourses, groundwater or wastewater.

You should create a suitable drainage system on-site for the construction phase. This system should aim to minimise the quantity and improve the quality of water before it leaves a building. This will reduce flooding and pollution. You should investigate ways to reuse water that is usually wasted during construction. For example, you should collect, store and reuse water that collects on site for lower-grade uses.

For more advice see sections 6.8–6.10 of the council's Special Planning Guidance: Green Construction or contact the Environmental Policy Co-ordinator in the Planning Division, see Contacts on page 16.

Pest control

Before on-site works begin you will need to put down bait for pests, such as rats. If an infestation occurs you will have to ensure that a specialist pest control company treats it. You need to take particular care when baiting land next to railway land or nature reserves that bait is not taken up by wildlife highlighted in the council's Biodiversity Action Plan.

You must also take preventative measures such as stopping and sealing all disused drains and sewers. You must not allow rubbish or materials that can easily rot on site. Any catering on site must pay strict attention to how food is delivered, handled, stored and disposed of.

Waste disposal, recycling and sustainability

Recycling

We are keen to promote the positive use of surplus or waste materials in reducing the effect on the environment and the costs of disposing of them. As a result you should attempt to reuse any materials produced from demolition or construction work.

must be provided. In all cases you should work together with the council's Tree Preservation Officer.

During works you must make sure that you reduce any negative effects to mature trees, ensuring you:

- do not use trees for fixtures or fittings
- do not store materials against trunks or under the spread of the tree
- do not allow flames within five metres of the outer branches of the crown
- do not allow the soil level within the canopy spread of any trees to change
- dig any service trenches by hand under the full spread of the tree canopy and beyond. You must not destroy roots of 2.5cm in diameter as this may damage the tree
- have put in place all tree protection measures to the satisfaction of the council's Tree Preservation Officer

Extra advice is available from BS3998 or the council's Tree Protection Officer within the Planning Division, see Contacts on page 16.

Ecology

Certain sites in Islington are home to valuable wildlife. These include railway land and nature reserves. Please refer to our Biodiversity Action Plan that will help you identify these sites at an early stage. These sites can be easily disturbed. Before works begin you should contact the council's Ecology and Ranger Manager.

Under the Wildlife and Countryside Act 1982, the law protects all species of bat and their roosts. If you believe that bats may be present in areas likely to be affected by the work, you must stop all work and contact the council's Ecology and Ranger Manager within the Greenspace and Leisure Division, see Contacts on page 16.

Archaeology

If you know that a site has archaeological importance, you will need an archaeological investigation as either a desktop study or a programme of on-site investigation or both. This will be attached as a condition to the planning permission relating to the development, or carried out before you take possession of the site. Any archaeological matters should be reported to the Greater London Archaeological Advisory Service, based within English Heritage, see Contacts on page 16.

If you discover human remains, or possible human remains, you must immediately contact the police who will let the Home Office know. You should also contact the Greater London Archaeological Advisory Service if this is relevant.

Other useful contacts:**Building Research Establishment (BRE)**

BRE Bookshop, Garston, Watford, Hertfordshire WD25 9XX

Tel: 01923 664262

Email: bookshop@bre.co.uk

Web: www.brebookshop.com

Considerate Contractors Scheme

PO BOX 75

Ware SG12 OYX

Tel: 0800 783 1423

Email: enquiries@ccscheme.org.uk

Web: www.ccscheme.org.uk

Environment Agency: Thames Region

North East Area Office, Apollo Court

2 Bishops Square Business Park

St Albans Road West, Hatfield

Hertfordshire AL10 9EX

Tel: 08708 506 506

Email: enquiries@environment-agency.gov.uk

Web: www.environment-agency.gov.uk

Greater London Archaeological Advisory Service

English Heritage

1 Waterhouse Square

London EC1N 2ST

Tel: 020 7973 3733

Web: www.english-heritage.org.uk

Home Office

Direct Communications Unit

2 Marsham Street

London SW1P 4DF

Tel: 020 7035 4848

Email: public.enquiries@homeoffice.gsi.gov.uk

Web: www.homeoffice.gov.uk

SCHEDULE 6

EMPLOYMENT AND TRAINING CODE

Employment and Training code.

2009-2010

SECTION 106.

The purpose of this code is to both outline and to give information regarding the roles and responsibilities of both council officers and developers in discharging the section 106 obligations in relation to employment & training opportunities for local unemployed residents within the vicinity of any given site.

This contributes to offsetting the impact of the increased pressures arising from the development. The code is designed to support contractors in fulfilling their commitments within planning agreements by clarifying what is required from the outset and the time- frame needed to achieve results.

The councils regeneration department and in particular the dedicated Section106 officer and the construction development manager seek to work in partnership and good faith with contractors to assist them in meeting obligations.

The range of this document also aligns itself with the objectives of many other organisations such as the London Development Agency, Government Office for London, the Learning and Skills Council and Jobcentreplus and London Borough of Islington local area agreements.

The significant details of figures for paid employment and/or direct financial contributions to employment & training activities are pre-agreed/negotiated and embedded in the Section 106 documents.

The exact ratios' and planning justifications for which are specified in Islington councils supplementary planning document (SPD) which was adopted in July 2009

Strategic Planning and Regeneration

Islington Council

7 Newington Barrow Way

London N7 7EP

Islington council regeneration department contacts & roles of officers mentioned in codes:

Pascal Coyne
Local Development Officer (Section 106)
Strategic Planning and Regeneration
Islington Council
7 Newington Barrow Way
London N7 7EP

0207 527 3371
pascal.coyne@islington.gov.uk

Pascal's role is to liaise between the councils regeneration, planning and legal departments and in particular the senior planners for the section106. Once the s106 has been agreed and signed Pascal will meet with the developer/contractor to discuss and agree actions regarding work placements, apprenticeships and dispatching the undertakings set out within the code of Local Procurement.

Stav Aristokle

Construction Development Manager
Islington Council
Environment & Regeneration,
Fourth Floor, 7 Newington Barrow Way, London N7 7EP

Tel: **020 7527 3559**
Mobile: **0782 690 4358**

Stav's role is to liaise between, Developers and their contractors/sub-contractors. Stav would be the sole contact at LBI regeneration in regards to 'construction skills training'. She has an established working relationship with many primary developers in the borough and oversees an approved construction training provider list on behalf of the council. Stav has a database of clients with various experience and skills in construction. In partnership with Pascal Coyne she has access to training and education opportunities for Islington residents leading to workforce development with subsequent reciprocal benefit to the construction industry sector.

'Islington Working' refers to Islington Council's employment, training and recruitment service which operates across all industry sectors on behalf of the most disadvantaged economically inactive residents within the borough

RECRUITMENT.

3 Target recruitment from the local area with a view to:

- 3.1 Ensure that pre-agreed paid work placements numbers are fully met, as directed by the section 106 officer in conjunction with the *'Islington Working-construction manager*.
- 3.2 Failure to comply with 3.1 will result in a financial penalty to the value of the 13 week employment period. (see employment & training s106 calculation below)
- 3.3 The *'Islington Working-construction'*- workplace co-ordinator will circulate vacancy details to suitable local contacts and match suitable candidates to job specifications for consideration by the developer/contractor or sub-contractor/s.
- 3.4 All clients submitted for consideration similar council nominated agency and who fully meet the job specification, shall be guaranteed an interview by the developer/contractor/sub contractor/s.
- 3.5 3.5 Ensure 1 Modern Apprentice, per 5000 sq m of development where works are expected to last for at least 52 weeks.

MONITORING.

4 Provide regular monitoring and information on:

- 4.1 Trainee's progress on site, number of weeks engaged on site, skills attained, support needed (by LBI regeneration) and any other relevant information as directed by regeneration.
- 4.2 A written record - LBI regeneration can help with this paperwork to assist in the monitoring process
- 4.3 Standards of service, product and delivery arising from Local procurement activities
- 4.4 A six to eight week basis, via e-mail, phone fax or liaison meeting.

OPERATIONAL. (POST COMPLETION PHASE)

6 Developer to inform lease holder of the councils aspirations to secure employment opportunities for local unemployed residents arising from new developments and encourage them to attend liaison meetings with LBI Regeneration to:

- 6.1 Meet with '*Islington Working-* Job Brokerage' service to plan employment opportunities for local people within the building/s particularly if the building use involves the following occupational sectors: Hospitality; Leisure; Tourism; Cultural/Creative; Childcare; Health and Social Care; Retail; Finance and Business.
- 6.2 Discuss co-operation with Islington's Education Business Partnership in their liaison with schools, colleges and training providers to assist with curriculum development and provide at least x number of work placements per year in partnership with the Education Business Partnership for students so that they are provided with knowledge of the world of work and are better prepared to work in business and commerce.
- 6.3 Inform LBI Section 106 regeneration officer of the company internal training programmes and policy of promotion and progression within the organisation (such knowledge will help the recruitment process).
- 6.4 The Council will assist the contractor and sub contractors in identifying suitable local companies in order to source goods and services from Islington companies to supply the ongoing operational needs of the development.

RECRUITMENT.

7 Where binding agreements have been established undertake the following requirements (otherwise the following is sought within the context of the business tenants commitment to corporate social responsibility):

- 7.1 Occupiers and their personnel departments to meet with LBI regenerations '*Islington Working-* job brokerage' service to discuss their staffing structures and skills required to facilitate the development of a customised recruitment/training course which enables local people to acquire the skills needed to gain employment.
- 7.2 Occupiers to advertise vacancies in local newspapers (Islington Gazette and Highbury & Islington Express).
- 7.3 Occupiers of the building to refer vacancies to local projects as directed by LBI Regeneration so that local people can be assisted in making relevant applications for employment.

9 Calculating the cost at £5.80- National minimum hourly rate

The example calculations below are for the rates as at **1 October 2009**. When calculating the pay rate you use the National Minimum Wage rate in force at the start of the reference period. So, for example, if you are monthly paid and your pay period starts on 10 September and runs until 10 October, you will be entitled to the National Minimum Wage rate in force on 10 September for the whole period, even if the National Minimum Wage rate changes on 1 October.

Example calculation

Basic pay	£232.00 per week
Hourly Rate	5.80 per hour
Employment duration	13 weeks
Total payable	£3016.00

National Minimum Wage

Apprentices

From pay reference periods starting on or after 1 October 2006 the special rules for apprentices will be extended to apprentices aged over 25. This will mean that:

Apprentices under age 19 will not qualify for the national minimum wage

Apprentices over age 19 and in the first 12 months of their apprenticeship will not qualify for the national minimum wage.

What are the current rates of the national minimum wage?

There are three levels of minimum wage, and the rates from 1st October 2009 are:

£5.80 per hour for workers aged 22 years and older

A development rate of £4.83 per hour for workers aged 18-21 inclusive

£3.57 per hour for all workers under the age of 18, who are no longer of compulsory school age.

10 Supplementary Planning Document (SPD) adopted July

5 Standard Obligations and Charges

Employment and training contribution – Construction

Number of construction placements¹ x cost of providing construction training and support per placement (£5000)² = contribution due

Formula Sources

¹ As above

² Based on the average costs of providing construction training and support per person in Islington

Operation of development (commercial/ employment developments)

5.4.10 An employment and training contribution will be sought to improve the prospects of local people accessing new jobs created in the proposed development. This is based on the proportion of Islington residents who require training and support as set out in the following formula:

Employment and training contribution – Operation of development

Occupancy of development (number of employees)¹ x the working age population² as a proportion of the total number of employees in the borough³ (81%) x proportion of Islington residents requiring training and support (7.7%)⁴ x cost of training/ support per person (£2500)⁵ = contribution due

Formula Sources

¹ Based on average employment densities (see Appendix 2)

² ONS Mid-Year Population Estimates (2006)

³ ONS Annual Business Inquiry Employee Analysis (2006)

⁴ Based on the proportion of the economically inactive working age population wanting a job - ONS Annual Population Survey (Jul 06-Jun 07)

⁵ Based on the average costs of providing training and support relating to the end use of a development per person in Islington

5.4.11 The Code of Local Employment and Training also sets out the details of the ways in which the occupier of a development with employment uses may be expected to work with the Council. This may relate to issues such as the creation of employment opportunities for local people and assisting Islington's

SCHEDULE 7

CODE OF LOCAL PROCUREMENT

LOCAL PROCUREMENT CODE.

SECTION 106.

1. INTRODUCTION

The purpose of this code is to maximise the opportunities available to local businesses from property developments taking place in Islington both during and after the construction phase. The council will seek procurement agreements to benefit local businesses.

The code is also 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, the Council's regeneration department and in particular the dedicated Section106 Officer seek to work in partnership with contractors to assist them in meeting specifications. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

2. CONSTRUCTION.

We will request that the developers meet with London Borough of Islington's Environment and Regeneration department at least 1 month in advance of tendering contracts to undertake the code specifics.

The developer is required to state clearly in tender documentation, prior to selecting the main contractor that bids need to take into account the following requirements relating to local benefit:

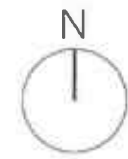
- 2.1 All contractors and sub-contractors appointed will be required to liaise with LBI Regeneration to ensure the successful and consistent application of agreed local benefits.
- 2.2 The main contractor will provide the Council with the estimated timing of their procurement programme and a schedule of works packages to be let.
- 2.2.1 The developer/ contractor will work with **Islington Business Enterprise Team (IBET)**, to: include local companies on their tender lists wherever possible and to achieve the procurement of construction contracts and goods and services from companies and organisations based in Islington towards a target of 10% of the total value of the construction contract.
- 2.3 LBI regeneration will provide a pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

SCHEDULE 8

SITE PLAN



- GENERAL NOTES**
1. This drawing is copyright of PTE architects
 2. Use figured dimensions only. DO NOT SCALE
 3. All dimensions are in millimetres unless noted otherwise
 4. All levels are in metres above ordnance datum unless noted otherwise
 5. This drawing must be read in conjunction with all other relevant drawings and specifications from the architect and other consultants
 6. All setting out to be confirmed on site prior to construction

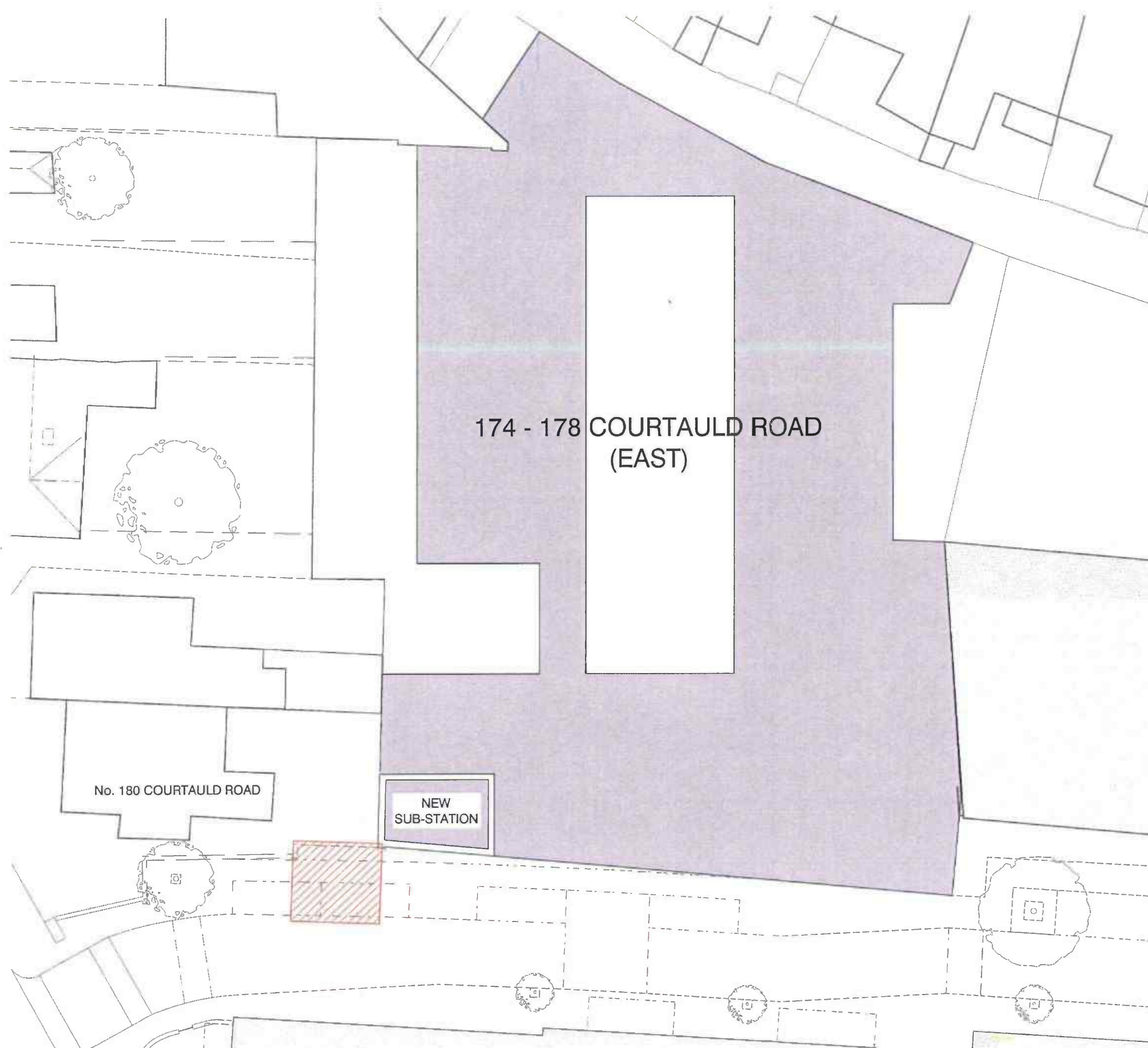


- KEY**
- SITE BOUNDARY (0.147 HA)
 - ADJACENT LAND OWNED BY FAMILY MOSAIC

rev.	date	notes	dm	aud
drawing status				
PLANNING				
Dlespeker Wharf 38 Graham Street London N1 8JX T: 020 7336 7777 F: 020 7336 0770			URL: www.ptea.co.uk E: forename.surname@ptea.co.uk	
project 174-178 (PART) COURTAULD ROAD LONDON N19 (OFF FAIRBRIDGE ROAD)			drawn AB2	audited xxx
drawing title SITE LOCATION PLAN			scale 1:1250 @ A3	date 29.10.12
			job no. 11-445	rev /
			drawing no. PL(00)001	

SCHEDULE 9

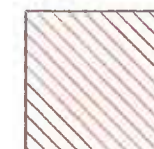
New Footway Plan



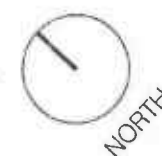
GENERAL NOTES

1. This drawing is copyright of PTE architects
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4. All levels are in metres above ordnance datum unless noted otherwise
5. This drawing must be read in conjunction with all other relevant drawings and specifications from the architect and other consultants
6. All setting out to be confirmed on site prior to construction

KEY:-



Hatch area denotes the extent of the former sub-station.



rev	date	notes	dm	aud
drawing status				
PLANNING				
Diespoker Wharf 38 Graham Street London N1 8JX T: 020 7336 7777 F: 020 7336 0770 URL: www.ptea.co.uk E: forename.surname@ptea.co.uk				
PTEa POLLARD THOMAS EDWARDS				
project	174-178 (PART) COURTAULD ROAD LONDON N19 (OFF FARBRIDGE ROAD)	drawn	MO	SE
scale	1:200 @ A3	date	22.04.13	
file no	11_445	orig no	PL(00) 024	rev
footway plan				/

SCHEDULE 10

New Road Plan

SCHEDULE 11

Affordable Housing Accommodation

PTEa

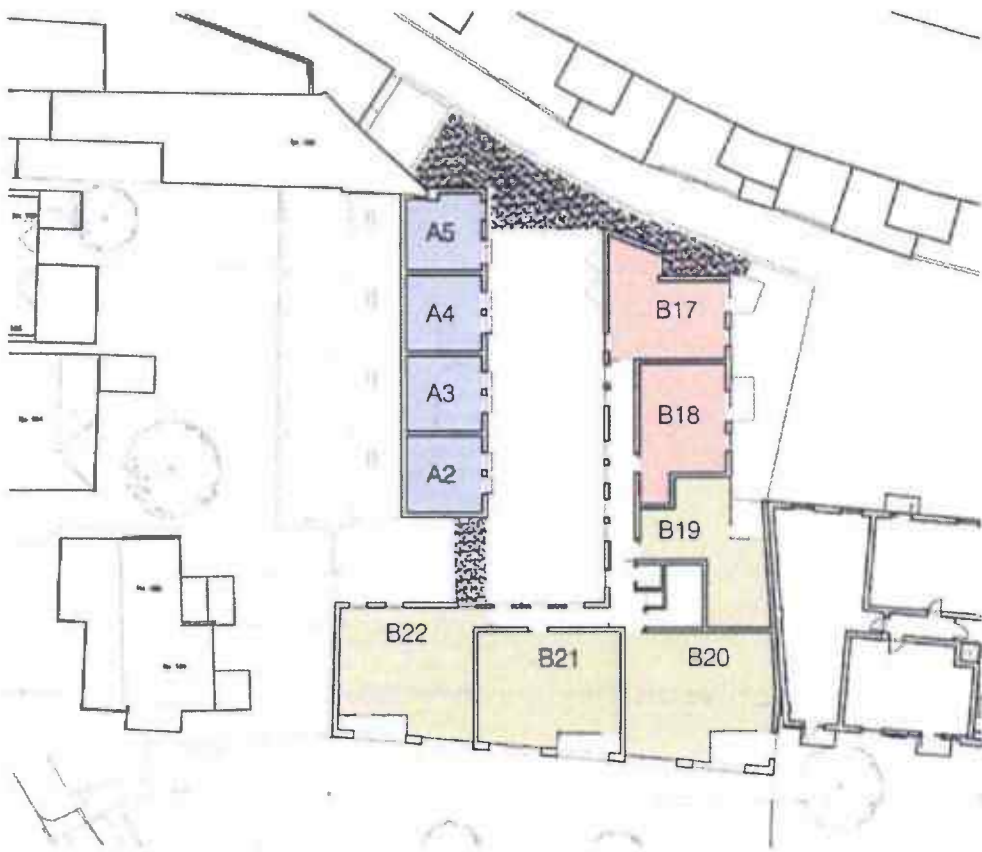
Pollard Thomas Edwards architects
Ref.no:11-445

COURTAULD ROAD
SCHEDULE OF ACCOMMODATION rev D 26.03.13

	Storey	floor	sq.m	4b 5p house	3b 5p house	3b 5p flat	3b 4p flat	2b 4p flat	2b 3p WC flat	2b 3p flat	1b 2p flat	1b 2p WC flat	total	% tenure mix	% affordable mix
Hab rooms				6	5	4	4	3	3	3	2	2			
A1		g	63							1			1		
A2		g,1,2	110	1									1		
A3		g,1,2	110	1									1		
A4		g,1,2	110	1									1		
A5		g,1,2	107		1								1		
A6		g,1,2	100		1								1		
A7		g	78						1				1		
A8		g	76						1				1		
A9		g	85					1					1		
A10		g	61									1	1		
B11		1	84				1						1		
B12		1	50								1		1		
B13		1	54								1		1		
B14		1	82					1					1		
B15		1	74					1					1		
B16		1	78					1					1		
B17		2	53								1		1		
B18		2	50								1		1		
B19		2	55								1		1		
B20		2	82					1					1		
B21		2	74					1					1		
B22		2	78					1					1		
B23		3	57								1		1		
B24		3	76					1					1		
B25		3	73					1					1		
B26		4	110			1							1		
TOTAL				3	2	1	1	9	2	1	6	1	26		
			2030												
				4b 5p house	3b 5p house	3b 5p flat	3b 4p flat	2b 4p flat	2b 3p WC flat	2b 3p flat	1b 2p flat	1b 2p WC flat			
wheelchair									2			1	3		
w/c hab rooms									6			2	8		
Hab rooms				18	10	4	4	27	6	3	12	2	86		
affordable				3	2			1	2	1			9		
hab rooms				18	10			3	6	3			40		78%
shared ownership								1			3	1	5		
hab rooms								3			6	2	11	59%	22%
private						1	1	7			3		12		
hab rooms						4	4	21			6		35	41%	

SCHEDULE 12

Affordable Housing Plans



SECOND FLOOR PLAN



FIRST FLOOR PLAN



GROUND FLOOR PLAN

GENERAL NOTES

1. This drawing is copyright of PTE architects
2. Use figured dimensions only. DO NOT SCALE
3. All dimensions are in millimetres unless noted otherwise
4. All levels are in metres above ordnance datum unless noted otherwise
5. This drawing must be read in conjunction with all other relevant drawings and specifications from the architect and other consultants
6. All setting out to be confirmed on site prior to construction

KEY - TENURE SPLIT

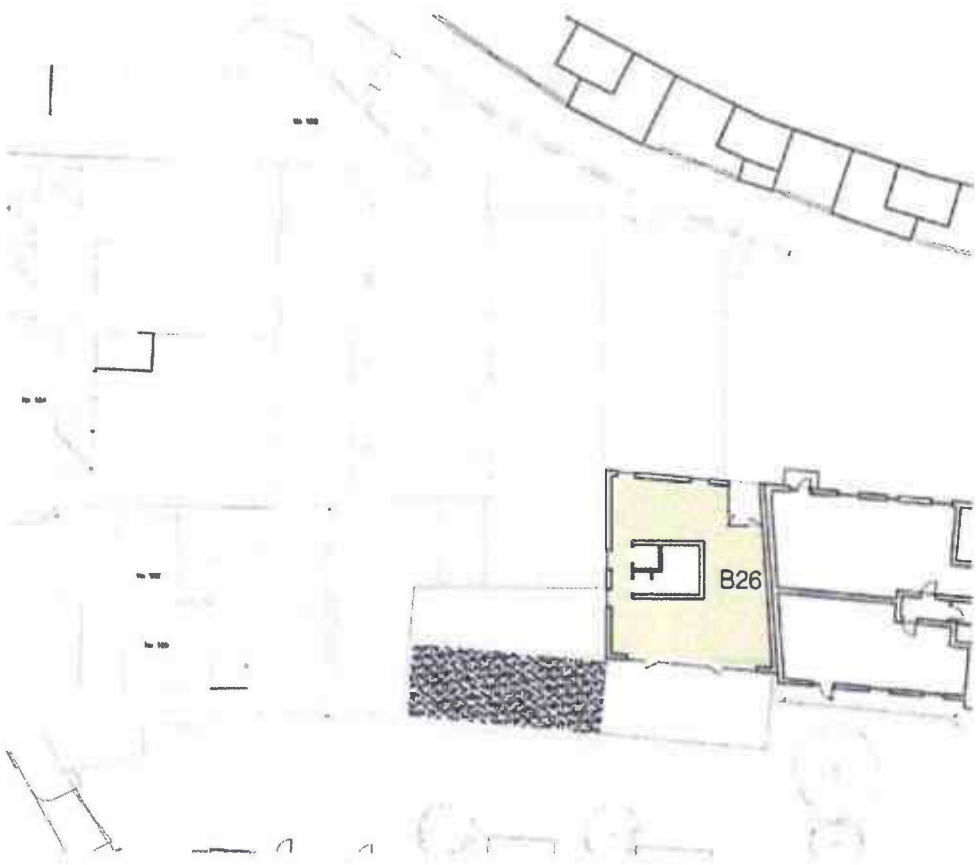
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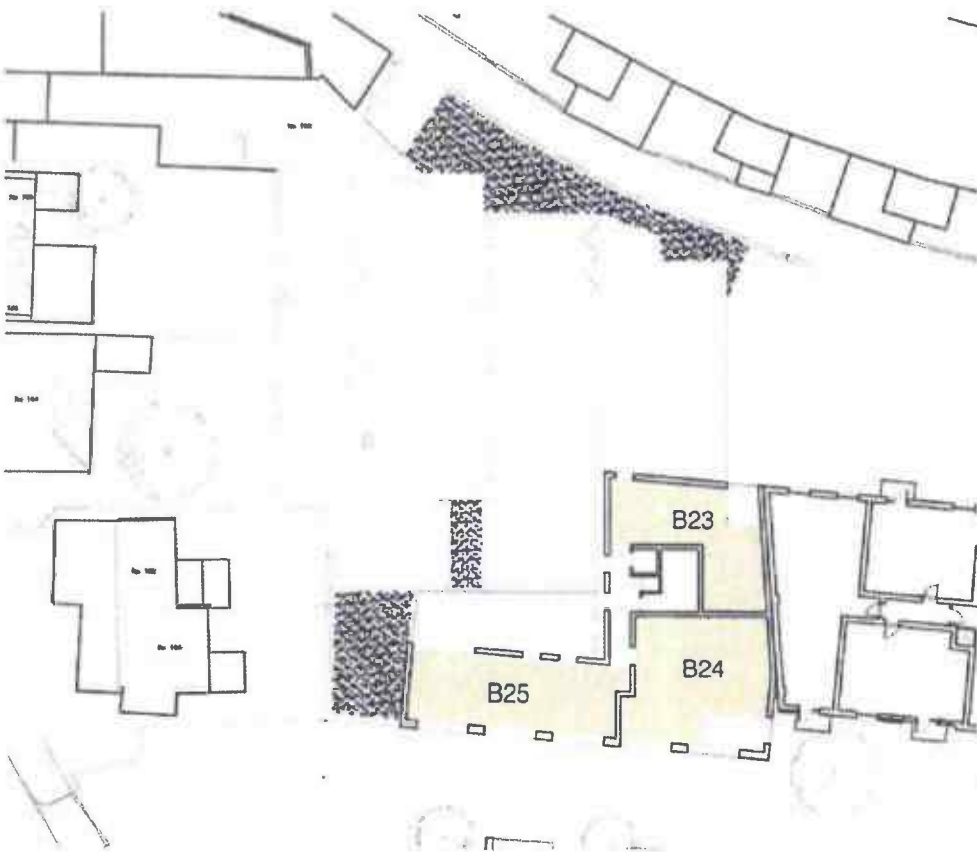
rev	date	notes	dim	aud
PLANNING				
Despreux Wharf 38 Chatham Street London N1 6LX			PTEa POLLARD THOMAS EDWARDS	
T: 020 7336 7777	F: 020 7336 0770	URL: www.ptea.co.uk E: forename.surname@ptea.co.uk		
project	174-176 (PART) COURTAULD ROAD LONDON N19 (OFF FAIRBRIDGE ROAD)	drawn	MO	SE
scale	1:500 @ A3	date	19.04.13	
comp title	GROUND, FIRST AND SECOND FLOOR PLANS TENURE SPLIT DIAGRAM	area	11,445	dis no
		PL(00) 022	ver	/

GENERAL NOTES

- 1. This drawing is copyright of PTE architects
- 2. Use figured dimensions only. DO NOT SCALE
- 3. All dimensions are in millimetres unless noted otherwise
- 4. All levels are in metres above ordnance datum unless noted otherwise
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FOURTH FLOOR PLAN



THIRD FLOOR PLAN

KEY - TENURE SPLIT

- AFFORDABLE
- SHARED OWNERSHIP
- PRIVATE



REV	DATE	NOTES	DR	ADD
PLANNING				
Diespeker Wharf 38 Graham Street London N1 8JX			PTEa POLLARD THOMAS EDWARDS	
T: 020 7336 7777 F: 020 7339 0770	URL: www.ptea.co.uk E: forename.surname@ptea.co.uk			
PROJECT 174-178 (PART) COURTAULD ROAD LONDON N18 (OFF FAIRBRIDGE ROAD)	CLIENT MO	DATE SE	SCALE 1:500 @ A3	DATE 19.04.13
DRAWN BY THIRD AND FOURTH FLOOR PLAN TENURE SPLIT DIAGRAM	DATE 11	NO 445	FIG NO PL(00) 023	REV /

THE COMMON SEAL OF THE COUNCIL)
 OF THE LONDON BOROUGH OF)
 ISLINGTON was hereunto affixed)
 BY ORDER)




Authorised Officer

Executed as a **DEED** on behalf of
GARYSTYLE LIMITED
 by)

Director

Director/Secretary

Executed as a **DEED** on behalf of **LLOYDS TSB**
BANK PLC)
 by:)

Authorised Signatory

Executed as a **DEED** by affixing the)
COMMON SEAL of **FAMILY**)
MOSAIC HOUSING in the presence of:)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL OF THE COUNCIL)
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 BY ORDER)

Authorised Officer


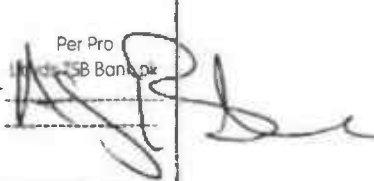
Executed as a DEED on behalf of
GARYSTYLE LIMITED
 by)

Director

Director/Secretary

Executed as a DEED on behalf of **LLOYDS TSB**
BANK PLC
 by:)

Authorised Signatory

SIGNED AS A DEED	
BY ANDREW JEFFREY BIRCH as authorised signatory for Lloyds TSB Bank plc in the presence of (signature of witness)	Per Pro Lloyds TSB Bank plc
	
125 Colmore Row, Birmingham B3 3SF	

Executed as a DEED by affixing the
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Authorised Signatory

Authorised Signatory

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 BY ORDER)

Authorised Officer

Executed as a DEED on behalf of
GARYSTYLE LIMITED
 by)



Director

~~Director~~/Secretary

Executed as a DEED on behalf of **LLOYDS TSB**
BANK PLC
 by:)

Authorised Signatory

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