

DATED 28 FEBRUARY

2011

(1) SPIRITBOND FINSBURY PARK LIMITED

and

(2) JOHN JONES ART CENTRE LIMITED

and

(3) BARCLAYS BANK PLC

TO:

(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
ISLINGTON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

relating to land known as

Finsbury Park Trading Estate, Stroud Green Road, London, N4 3RG

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

We hereby certify that this is a true
and accurate copy of the original
dated this 28 day of FEBRUARY
2011

Signed... Osborne Clarke
Osborne Clarke
One London Wall
London EC2Y 5EB

THIS DEED OF UNDERTAKING is made the 28 day of FEBRUARY 2011

GIVEN BY:

- (1) **SPIRITBOND FINSBURY PARK LIMITED** (registration number 07060871) of Llandygai Industrial Estate Llandygai Bangor Gwynedd LL57 4YH (hereinafter called "the Developer")
- (2) **JOHN JONES ART CENTRE LIMITED** (registration number 03009501) of Stroud Green Road Finsbury Park London N4 3JG (hereinafter called "the Owner")
- (3) **BARCLAYS BANK PLC** (registration number 1026167) of Barclays Loan Servicing Centre PO Box 299 Birmingham B1 3PF (hereinafter called "the Mortgagee")

TO:

- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of 222 Upper Street London N1 1XR (hereinafter called "the Council")

WHEREAS:

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property under title number NGL431657
- (C) The Developer has the benefit of an Agreement for Sale of the Property dated 29 January 2010
- (D) The Developer has appealed to the Planning Inspectorate (Appeal Reference: APP/V5570/A/10/2137730) against the Council's refusal on 9 September 2010 to grant planning permission to develop the Property in accordance with the Application and is willing to enter into this Deed pursuant to the provisions of Section 106 of the Act in order to facilitate the Development should planning permission be granted at Appeal.
- (E) The Mortgagee as mortgagee under the Legal Charge is willing to enter into this Deed to give their consent to and bind their interest in the Property.
- (F) As Local Highway Authority the Council considers the Highway Works to be in the public benefit and carried out in accordance with this Deed.
- (G) TFL is the local Highway Authority in respect of some of the highways within the vicinity of the Property and considers the TFL Works to be in the public benefit and carried out in accordance with this Deed.

NOW THIS DEED WITNESSETH as follows:-

1 Definitions

In this Deed the following expressions shall unless the context otherwise requires have the following meanings:-

"Accessible Transport Contribution"

The sum of £26,000.00 for the provision of accessible transport bays or alternative accessible transport to be index-linked according to clause 15.35

"the Act"

the Town and Country Planning Act 1990 as amended from time to time or any

	subsequent re-enactment of that Act
"Affordable Dwellings"	those 15 Residential Units that are to be provided as Affordable Housing comprising 100% Socially Rented Homes shown shaded red on the Residential Drawings
"Affordable Housing"	subsidised low cost housing that will be available to specified eligible persons who cannot afford to rent or buy housing generally available on the open market comprising the Affordable Dwellings
"Affordable Housing Mix"	the mix of Affordable Housing as follows: <ul style="list-style-type: none"> (i) 5 x 1 bedroom Residential Unit which shall be no less than 5 x Social Rented Housing Unit; (ii) 5 x 2 bedroom Residential Unit which shall be no less than 5 x Social Rented Housing (iii) 5 x 3 bedroom Residential Unit which shall be no less than 5 x Social Rented Housing
"Affordable Housing Terms"	the terms set out in Schedule Two to this Deed
"Appeal"	The appeal submitted to the Planning Inspectorate against refusal of the Application and given appeal reference APP/V5570/A/10/2137730
"the Application"	the planning application seeking planning permission for the Development bearing reference No. P100197 validated on 27 July 2010 which the Council refused the grant permission on 9 September 2010 and which is the subject of the Appeal
"Apprentice"	a person employed during the Construction Phase for a minimum of 13 weeks
"Annual Student Bursary"	Annual bursary of £7,480 for four students for three years which shall provide assistance to people in the Council's care with accommodation when attending university or further education courses in London
"BREEAM Standards"	The relevant standards for the Development in sustainability launched by the Building Research Establishment
"Car Club"	a car club recognised by the Council providing for the shared use of Car Club vehicles

"the Code of Local Procurement"	a joint Camden and Islington local procurement initiative set up to help local companies and organisations obtain the maximum economic benefits from major developments in both boroughs appended to this Deed at Schedule Four
"the Certificate of Practical Completion"	the final certificate issued by the Planning Obligations Monitoring Officer on behalf of the Council certifying that the Development has been completed to the reasonable satisfaction of the Council
"Chargee"	any mortgagee or chargee of the Registered Social Landlord 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;
"the Code for Sustainable Homes"	the standard in sustainability for new homes as published by the Department for Communities and Local Government in February 2008
"Code of Practice for Construction Sites"	the code developed by the Council providing guidance on best practice on large scale construction sites appended to this Deed at Schedule Five
"Completion"	the date of issue of the Certificate of Practical Completion
"the Construction Management Plan"	<p>a written plan to include:</p> <ul style="list-style-type: none"> (a) measures to minimise dust and emissions during the Construction Phase (b) a demolition method statement; (c) a construction method statement; (d) construction traffic management plan; (e) waste management plan; <p>appended to this Deed at Schedule Five</p>
"the Construction Phase"	<p>the period of the Development between:</p> <ul style="list-style-type: none"> 1. the Implementation Date; and 2. the date of issue of the Certificate of Practical Completion

"Construction Phase Work Placements"	The facilitation of 25 work placements during the Construction Phase of the Development lasting a minimum of 13 weeks and applicants to enter into a Cultural Outreach Programme in conjunction with the Council to include education training
"Construction Traffic Management Plan"	<p>a written plan to include:</p> <ul style="list-style-type: none"> (a) details of haulage routes; (b) hours of operation; (c) how operators will be required to comply with the construction traffic management plan; (d) where and how vehicle holding area will be managed; (e) details of existing traffic calming measures along the designated haulage route. <p>To be provided to the Council on Implementation</p>
"Construction Site Waste Management Plan"	a written plan setting out the waste management measures to be adopted during the Construction Phase to be provided to the Council on Implementation
"Controlled Parking Zone"	an area where on-street parking is restricted during specified times
"Cultural Outreach Programme"	To be entered into by those applicants partaking in one of the 25 Construction Phase Work Placements in conjunction with the Council
"the Deed"	this Deed containing planning obligations made pursuant to Section 106 of the Act
"the Deed of Acknowledgment"	The Deed of Acknowledgment a draft of which is contained in Schedule 3 of this Agreement
"Developer's and Owner's Obligations"	the obligations and contributions referred to in Clause 15 of this Deed
"the Development"	the erection of part six part seven storey development providing for 15 residential dwellings; 5,280sqm (GEA) of light industrial (Class B1) floorspace (forming accommodation for John Jones and to include frame making related used, storage, machine workshops, office space, gallery/exhibition space and showroom/shop);

student accommodation providing for 475 rooms and ancillary/communal floorspace; 267sqm (GEA) of retail (Class A1) floorspace; 1,000sqm internal service yard; cycle parking; landscaping and associated works

"First Occupation"

the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly

"Green Travel Plan"

a draft statement or package of practical measures tailored to the occupiers/users of the Development with the aim of reducing the impact of car travel on the environment and promoting a wider range of cleaner travel choices as per the relevant parts of the Council's Supplementary Planning Guidance on Green Travel Plans including a full travel survey and in consultation with the relevant Council officer

"the Highways Works"

the works to be carried out by the Council as described in Schedule Eight to this Deed

"the Highways Reinstatement Plan"

the plan showing the highway hatched green on which the Highways Reinstatement Works are to be carried out and appended to this Deed at Schedule Nine

"the Homes and Communities Agency"

means the government body established by the Housing and Regeneration Act 2008 responsible for the delivery and funding of housing and regeneration projects in England whose headquarters is currently at 110 Buckingham Palace Road, London SW1W 9SA (formerly known as the Housing Corporation) or any successor body or organisation

"Housing Allocation Scheme"

the Council's scheme, policy, protocol or method for allocating housing to those on the Council's housing waiting list and/or in need of priority housing

"the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

"Infrastructure Improvement Contribution" the sum of £952,251.00 towards

infrastructure improvements in the vicinity of the Property to be comprised of:

- £544,448 – Sustainable Transport and Public Realm
- £166,289 – Sport and Recreation
- £92,904 – Community Facilities
- £132,893 – Public Open Space
- £15,717 – Children and Young Peoples' Play and Informal Recreation
- to be index-linked according to clause 15.35

"Local Labour"

any person or persons aged 18 years or over who is a resident of the London Borough of Islington

"the London Plan"

the London Plan Consolidated with Alterations since 2004 and published in February 2008

"Monitoring Fee"

the sum of £27,670.00 for the monitoring by the Council of the Developer's compliance with the Code of Practice for Construction Sites to be paid in two tranches with one third to be paid on Implementation of Phase 1 and two thirds on the Implementation of Phase 2

"Motor Vehicle"

any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway

"Occupation"

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 and "Occupied" shall be construed accordingly

"the Parties"

the parties to this Deed and their successors in title

"Phasing Plan"

a written plan detailing the phasing for the general construction of the Development

"Phase 1"

means that part of the Construction Phase in which the John Jones building is to be

completed

"Phase 2"

means that part of the Construction Phase during which the Student Accommodation Building and Affordable Housing is to be completed

"Plan"

the plan annexed to this Deed at the First Schedule marked Plan showing the Property

"Planning Obligations Monitoring Officer"

an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to S106 of the Act and to whom all notices correspondence approvals etc. must be sent in the manner prescribed at clause 19 hereof

"the Planning Permission "

the Planning Permission that may be granted pursuant to the Appeal

"Person or Persons"

includes a body of persons corporate or unincorporated

"the Principal Engineer"

the Council's Principal Engineer of Highways or such other officer whose designation has been notified to the Developer in writing

"the Property"

the land and premises known as Finsbury Park Trading Estate shown edged in red on the Plan annexed hereto at the First Schedule and registered at HM Land Registry under title numbers NGL431657

"Protected Tenant"

any tenant who:

- (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 Social Landlord (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Social Landlord) in

	respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Social Landlord 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
"Residential Drawings"	the drawings attached to this Deed at Schedule Seven
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupier" excludes any business or corporate body or bodies
"Residents Parking Bay"	a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is situated
"Residents Parking Permit"	a parking permit issued by the Council under Section 45(2) of the Road Traffic Regulation Act 1984 allowing a Motor Vehicle to park in a Residents Parking Bay
"Residential Units"	the Affordable Dwellings comprised in the Development together with amenity space or a right to use the same (whether in common or not with others provided therewith)
"Socially Rented Homes"	means Affordable Housing which is not Intermediate Housing and are homes for rent provided by a Registered Provider at rent levels within the Regulator's Rent Restructuring Regime or such successor rent levels as may be set by the Regulator from time to time and shall comprise no less than 100% of all Affordable Housing Units at the Development
"Street Trees Contribution"	the contribution of up to £105,212.50 for the provision of new street trees in the vicinity of the Property, maintenance of the trees and for the provision of canopy cover in the borough to be index linked in accordance with clause 15
"Student Accommodation Building"	means the part of the development constructed to accommodate students to be

constructed during Phase 2 of the Construction Phase

"Student Residential Plan"

Means a written plan specifying:

- (a) Travel management of the arrivals and departures of students;
- (b) Security arrangements;
- (c) Hours of use of the Property;
- (d) Management team;
- (e) Community liaison arrangements

a draft of which is appended to this Deed at Schedule Six

" Tenant Services Authority"

means the government body established by the Housing and Regeneration Act 2008 to regulate registered providers and social housing in England whose headquarters is currently at Maple House, 149 Tottenham Court Road, London, W1T 7BN (previously known as the Housing Corporation) or any successor body or organisation

"TFL"

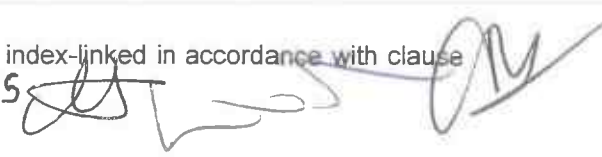
Transport for London including any authorised representatives, employees, contractors and successors

"the TFL Improvement Works Contribution"

The sum of £100,000.00 towards improvement works on the Seven Sisters Road to be paid in two stages:

Stage One: £50,000 to be paid on Implementation of the Student Accommodation Building

Stage Two: £50,000 to be paid on completion of the Student Accommodation Building

To be index-linked in accordance with clause 15.34 

"Update on Progress"

The update on the Final Green Travel Plan taking into account any further measures required by the relevant officer of the Council including an up-to-date full travel survey indicating travel patterns of the users/occupiers of the Development

Enabling Powers & Interpretation

2. This Deed is made pursuant to:
 - 2.1 Section 106 of the Act;
 - 2.2 Section 111 of the Local Government Act 1972;
 - 2.3 Section 2 of the Local Government Act 2000;and any other enabling statutory provisions.
3. 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.
4. 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.
5. The clause and paragraph headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

Conditions Precedent

6. Subject to clause 16 below, this Deed shall take effect on the grant of the Planning Permission and Implementation except the obligations set out in clauses 15.14, 15.21, 15.25, 15.27, 15.29 and the Eighth Schedule which are to take effect on the grant of Planning Permission.

Application of Section 106 of the Act

7. It is hereby agreed that the covenants undertakings obligations and conditions in this Deed are Planning Obligations for the purposes of Section 106 of the Act and that the Council is the local planning authority by whom they may be enforced.
8. Both the positive and restrictive covenants and undertakings herein on the part of the Owner and the Developer are entered into with the intent that the same shall be enforceable against the Owner and the Developer and their respective successors in title and assigns and any person corporate or otherwise claiming through or under the Owner or the Developer an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person SAVE that no person or body shall be liable to the Council for any breach of the provisions of this Deed committed after such a person or body has parted with its interest in the part of the land to which such a breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

Notices

9. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Deed and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Deed and shall cite the clause of the Deed to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Islington, Planning Obligations Officer, Islington Borough Council, 222 Upper Street, London, N2 1XR quoting the planning reference number P100197 and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Planning and Building Control Service Unit.

Registration

10. This Deed shall be registered as a Local Land Charge
11. The Owner and/or the Developer hereby undertake that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Deed in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.

Waiver

12. The failure by any party or the Council to enforce at any time or for any period any one or more of the terms and/or obligations of this Deed including those contained in any Schedule or appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Deed.

Third Party Rights

13. The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any Person not a party to it and for the avoidance of doubt the Parties to this Deed shall be entitled to agree amendments to this Deed without the consent of any third party.

Mortgagee

14. The Mortgagee hereby consents to the Owner entering into this Deed and acknowledges that from the date hereof the Property shall be bound by the Planning Obligations restrictions and undertakings contained herein and if the Mortgagee becomes a mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Deed (but only for such time as it is a mortgagee in possession of the Property or any part thereof) and the Mortgagee further agrees that in the event that it becomes a mortgagee in possession it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Deed.

Owner's and Developer's Obligations

15. Subject to the Inspector stating in his Decision that the obligations set out in this clause 15 are necessary to enable the Inspector to grant the Planning Permission and subject to the Council delivering to the Owner and the Developer a completed Deed of Acknowledgment in substantially the form set out in the Third Schedule of this Deed, the Owner and Developer hereby jointly and severally undertake to the Council as follows:

General

- 15.1 Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Deed hereto on the part of the Owner and/or the Developer to be performed and observed unless otherwise agreed in writing by the Council;
- 15.2 To permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Deed are being observed and performed in accordance with this Deed;

Phasing

- 15.3 The Development shall be constructed according to the following phasing:
 - (a) The John Jones Building is to be completed in Phase 1;
 - (b) The Student Accommodation Building and the Affordable Housing are to be completed in Phase 2;
 - (c) The Student Accommodation Building is not to be Occupied until construction has begun on the Affordable Housing and the services of an Affordable Housing Provider have been obtained and the transfer of such Affordable Dwellings and written notification of such has been received by the Council;

- (d) None of the Student Accommodation shall be Occupied until all of the Affordable Dwellings 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;
- (e) None of the Student Accommodation shall be Occupied until the Affordable Dwellings have been transferred to the Registered Provider on terms that accord with relevant Housing Corporate funding requirements current at the date of construction of the Affordable Housing

Affordable Housing

15.4 To be provided in accordance with the obligations set out in Schedule Two

Local Labour

- 15.5 The Owner and the Developer (and their agents employees contractors and sub-contractors) shall use reasonable endeavours to facilitate the provision of the Construction Phase Work Placements;
- 15.6 The Owner and the Developer shall:
- (i) employ 25 Apprentices on a Construction Phase Work Placement during the Construction Phase of the development for a minimum of 13 weeks and provided associated education training;
 - (ii) Provide the Planning Obligations Monitoring Officer with the Labour Return every three (3) months during the Construction Phase;

Code of Local Procurement

15.7 The Owner and/or the Developer shall use reasonable endeavours to comply with the Code of Local Procurement

Code of Construction Practice

15.8 The Owner and/or the Developer shall at all times during the construction of the Development comply with and ensure compliance with the Code of Practice for Construction Sites annexed at Schedule Five.

- (a) The Owner and/or the Developer shall pay the Monitoring Fee to the Council as a contribution towards the Council's costs of monitoring compliance with the Code of Practice for Construction Sites at the Property

Annual Student Bursary

15.9 The Annual Student Bursary of £7,480 for four students is to be paid to the Council annually for a period of three years following Completion of Phase 2 of the Development

New Street Trees Contribution

15.10 The New Street Trees Contribution is to be paid to the Council in two stages:

- (a) A payment of £34,554 shall be paid when trees T2 and T3 are felled to allow access to the Property;
- (b) If the Inspector is minded that any further trees (T4 – T13) are to be felled a payment of up to a maximum of £11,000.00 per tree up to a maximum of £70,658.50 shall be paid to the Council.

Infrastructure Improvements Contribution

15.11 The Infrastructure Improvements Contribution shall be paid to the Council in the following instalments:

- (a) £252,251 shall be paid to the Council on Implementation of Phase 2 of the Development
- (b) £350,000 shall be paid to the Council on Implementation of the Student Accommodation Building
- (c) £350,000 shall be paid to the Council on Completion of the Student Accommodation Building
- (d) The Owner and/or the Developer shall notify the Council in writing within 14 days of Completion of the Student Accommodation Building

TFL Improvement Works Contribution

15.12 The TFL Improvements Contribution shall be paid to the Council in the following instalments:

- (a) £50,000 on Implementation of the Student Accommodation Building
- (b) £50,000 on Completion of the Student Accommodation Building

Accessible Transport Bays Contribution

15.13 The Accessible Transport Bays Contribution is to be paid on Implementation of Phase 2 of the Development

Highway Works

15.14 The Development shall not be Implemented without complying with the obligations relating to the Highway Works set out in Eighth Schedule

Car Free Housing – Residents Parking Permits

- 15.15 Neither the Developer and/or Owner (nor any owner or occupier of any residence comprised in the Development) shall apply for or hold the benefit of a Resident's Parking Permit in respect of any dwelling comprised in the Development or any other part of the Development unless entitled to become a holder of a disabled person's badge (subject at all times to the Council's right to require proof of such entitlement) or to buy or hold a contract to park a car used by an occupier of any dwelling comprised in the Development in any car park spaces owned controlled or licensed by the Council (save for metered parking spaces and Car Club arrangements)
- 15.16 The Owner (including owners and occupiers of any individual dwelling or business unit comprised in the Development) hereby waives all right and entitlement to a Resident's Parking Permit unless they are or become a holder of a disabled person's badge
- 15.17 The Owner shall act in good faith and shall co-operate with the Council in facilitating the discharge and performance of the obligations herein inter alia by ensuring that all purchasers and residents of dwellings and business units comprised in the Development are made aware as part of the relevant sale, lease or tenancy arrangements that they do not qualify for Resident's Parking Permits by reasons of the obligations herein, including by the provision of such information as part of the relevant sale, lease or tenancy agreements in respect of the disposal of any interest in one or more dwellings or business units comprised in the Development.

Green Travel Plan

- 15.18 The Owner and/or the Developer shall not Implement the Development until the Owner and/or the Developer has submitted the draft Green Travel Plan to the Council for the Council's written approval. The Owner and/or the Developer shall submit the final Green Travel Plan ("the Final Green Travel Plan") to the Council for the Council's written approval six (6) months after First Occupation of the Development unless otherwise agreed in writing with the Council;
- 15.19 The Owner and/or the Developer shall not Occupy more than 90 percent of the Development until the Final Green Travel Plan has been submitted to the Council and approved in writing by the Council. The Owner and/or the Developer shall submit to the Council the Update on Progress on the third anniversary of First Occupation of the Development;
- 15.20 The Owner and/or the Developer shall ensure that all owners and occupiers of the Development are made aware of the Final Green Travel Plan and any revision in any promotional material and on written request by an occupier/user provided with a copy of the Final Green Travel Plan at the Owner and/or the Developer's expense. The Owner and/or the Developer shall use all reasonable endeavours to ensure that the owners and occupiers of the Development comply with the provisions of the Final Green Travel Plan and any revisions thereto.

Construction Traffic Management Plan

- 15.21 At least 3 months prior to the Implementation of the Development to submit to the Council for approval a Construction Traffic Management Plan;
- 15.22 Not to Implement, cause or permit Implementation of the Development unless and until the Owner and/or the Developer has submitted the Construction Traffic Management Plan to the Council and such has been approved by the Council ("the Approved Construction Traffic Management Plan") and the cost of any modification removal or replacement traffic calming measures has been paid to the Council;
- 15.23 To implement the Approved Construction Traffic Management Plan to the reasonable satisfaction of the Council;
- 15.24 In the event of non-compliance with Clause 15.21 and/or Clause 15.22 and/or Clause 15.23 the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance;

Construction Site Waste Management Plan

- 15.25 The Construction Site Waste Management Plan is to be submitted to the Council for approval prior to Implementation
- (a) the Developer and/or the Owner shall comply with the Construction Site Waste Management Plan

Student Residential Plan

- 15.26 The Student Residential Plan shall be submitted to the Council for approval prior to Implementation of Phase 2 and to be made available to students on request
- (a) the Developer and/or the Owner shall comply with the Student Residential Plan

Phasing Plan

- 15.27 The Phasing Plan shall be submitted to the Council for approval prior to Implementation
- (a) the Developer and/or the Owner shall comply with the Phasing Plan

Student Accommodation Building

- 15.28 The Student Accommodation Building is to be Occupied as a single planning unit and rooms are not be sold off separately and are to be Occupied by students attending educational institutions in London

Notice to the Council/Other Matters

- 15.29 The Owner and/or the Developer shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place;
- 15.30 Within 7 days following Completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 15.28 hereof quoting planning reference P100197 the date upon which the Residential Units forming the Development are ready for Occupation;
- 15.31 The Owner and/or the Developer shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Developer shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner and/or the Developer's possession (at the Owner and/or the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein;
- 15.32 The Owner and/or the Developer 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 Deed and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner and/or the Developer 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;

Payments VAT and Index linking

- 15.33 Payment of the Annual Student Bursary, the Infrastructure Improvement Contribution, the Street Trees Contribution, the Accessible Transport Bays Contribution, the TFL Improvement Works Contribution and the Monitoring Fee pursuant to this Clause 15 of this Deed shall be made by the Owner and/or the Developer to the Council sending the full amount in the form of a Banker's draft or cheque to the Planning Obligations Monitoring Officer referring to the names dates and parties to this Deed and citing the specific clause of this Deed to which such contribution relates;
- 15.34 All considerations given in accordance with the terms of this Deed 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 Deed upon presentation of an appropriate value added tax invoice addressed to the Owner and/or the Developer as applicable;
- 15.35 Any contributions referred to in this Deed as payable or to be applied by any party other than the Council under this Deed shall be paid or applied from the date of this Deed a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the AllRP figure last published at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

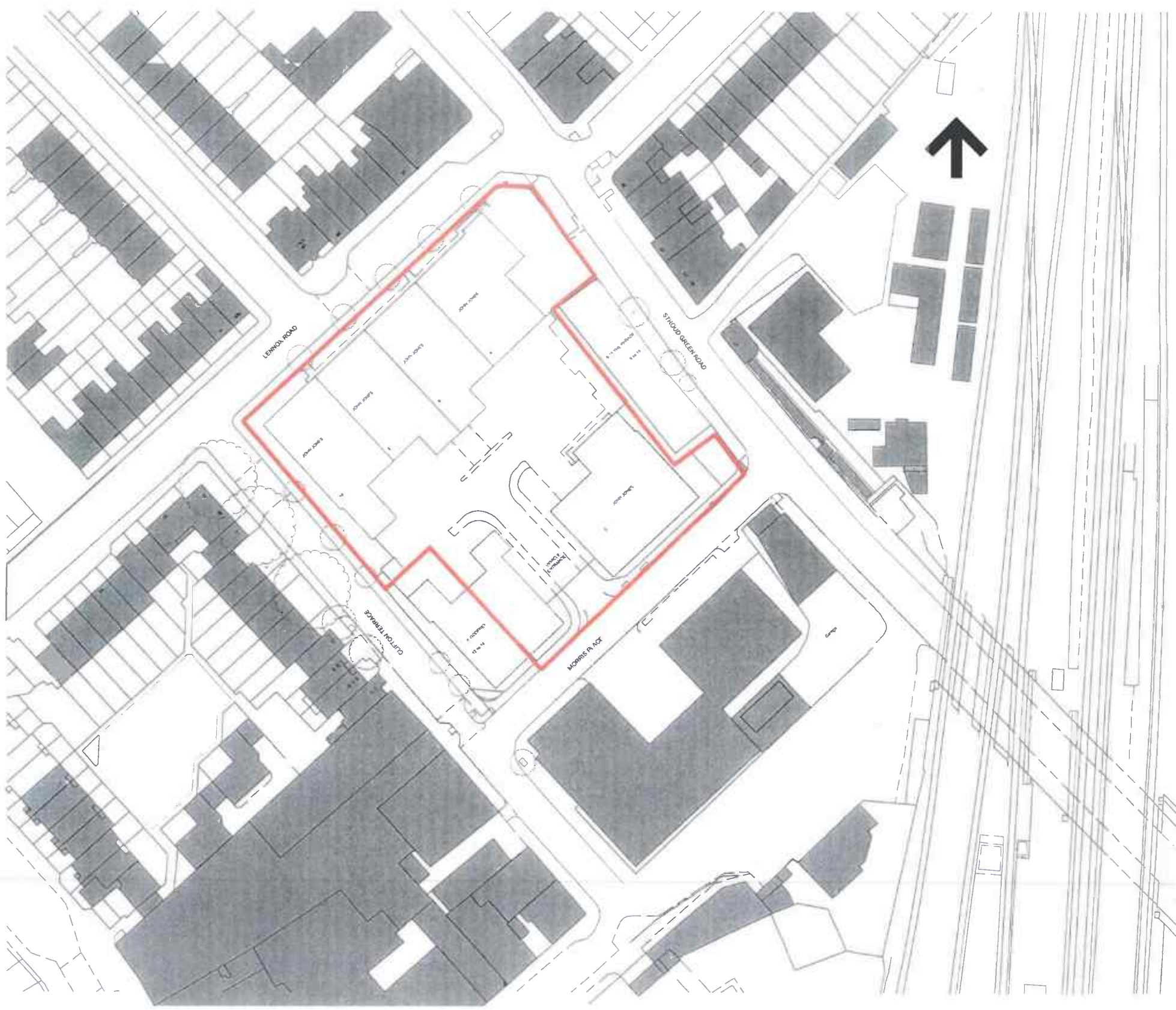
- 15.36 All contributions costs and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

Determination and limits of this Deed

16. If the Appeal is refused and such refusal is either not legally challenged within the relevant period for legal challenge or any such legal challenge is either withdrawn or unsuccessful or if the Appeal is allowed and the Planning Permission is quashed or expires by effluxion of time or is otherwise revoked, withdrawn or modified without the agreement of the parties before Implementation then this Deed shall absolutely determine and become null and void.
17. Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed.
18. Nothing in this Deed shall require any party bound by this Deed to perform or comply with obligations on land outside the ownership or control of any of the parties (save in respect to the public highway).

IN WITNESS whereof the Developer, Owner and the Mortgagee have executed this Deed as a deed the day and year first before written

**First Schedule
Plan**



REVISION	DATE	BY	DESCRIPTION
A	22.12.09	RL	DRAFT PLANNING SET
B	22.01.10	RL	PLANNING SET

NOTES

[Handwritten signature and initials]

1:1000 SITE LOCATION PLAN

dga architects
 David Gallagher Associates
 Studio Crown Reach
 149a Grosvenor Road
 London SW1V 3JY
 Telephone 0207 834 9474
 Facsimile 0207 834 0066
 info@dga-architects.co.uk
 www.dga-architects.co.uk

CLIENT SPIRITBOND FINSBURY PARK LTD
 PROJECT NEW FACILITY FOR JOHN JONES, STUDENT ACCOMODATION, AFFORDABLE HOUSING & RETAIL
 DRAWING SITE LOCATION PLAN

JOB NO. 0801
 DRAWING NO. PL-100
 REVISION B
 DATE DRAWN 16.12.09
 DRAWN BY RL
 SCALE 1:1000@A3

The Second Schedule

Affordable Housing

The Affordable Housing Terms

1. The Developer and/or the Owner shall construct or procure the construction of all Affordable Dwellings in accordance with the Planning Permission prior to Occupation of the Student Accommodation Building
- 1.1 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
 - (a) 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
 - (b) any Chargee provided that the Chargee shall have first complied with the Chargee's Duty
 - (c) any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor.
- 1.2 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 Dwellings to be used for residential purposes.
- 1.3 The Chargee shall prior to seeking to dispose of the Affordable Dwellings 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:
 - (a) in the event that the Council responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings 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
 - (b) if the Council does not serve its response to the notice served under paragraph 1.1 (a) within the three months then the Chargee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule
 - (c) if the Council or any other person cannot within four months of the date of service of its response under paragraph 1.1 above secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.1 above the Chargee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 1.3 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

The Third Schedule
DEED OF ACKNOWLEDGEMENT

THIS DEED OF ACKNOWLEDGEMENT is made on the day of

GIVEN BY

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON of
222 Upper Street, London, N1 1XR ("the Council")

TO

* **SPIRITBOND FINSBURY PARK LIMITED** (registration number 07060871) of
Llandygai Industrial Estate Llandygai Bangor Gwynedd LL57 4YH (hereinafter called
"the Developer") and

* **JOHN HONES ART CENTRE LIMITED** (registration number 03009501) of Stroud
Green Road Finsbury Park London N4 3JG (hereinafter called "the Owner")

[*or the relevant successor in title at the date of execution]

NOW THIS DEED WITNESSES as follows:-

1. RECITALS

- 1.1 This Deed is entered into by the Council solely in relation to Clause 8 contained in the Section 106 Unilateral Undertaking ("the Undertaking") dated [] given by the Owner and to the Council in relation to the Property
- 1.2 The Council enters into this Deed of Acknowledgement pursuant to its powers under Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other enabling powers.
- 1.3 The definitions in this Deed shall be taken to be the same as those contained in the Undertaking.

2. COUNCIL'S ACKNOWLEDGEMENT

Subject to:-

- 2.1 The Planning Permission being issued and implemented; and as a consequence
- 2.2 The terms of the Undertaking coming into effect

the Council acknowledges in compliance with Clause 8 of the Undertaking that no person or

body shall be liable to the Council for any breach of the provisions of the Undertaking committed after such a person or body has parted with its interest in that part of the land to which such a breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

IN WITNESS whereof the Council has executed this Deed the day and year first before written
THE COMMON SEAL of

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

affixed hereto in the presence of:

Authorised Officers

EXECUTED as a deed by
SPIRITBOND FINSBURY PARK LIMITED
acting by a director and its secretary
or two directors

)
)
)
)

Director

Secretary/Director

EXECUTED as a deed by
JOHN JONES ART CENTRE LIMITED
acting by a director and its secretary
or two directors

)
)
)
)

Director

Secretary/Director

The Fourth Schedule
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.

Contracts with Sub Contractors.

LBI Regeneration require the developer/ main contractor to:

- 2.4 Include a written statement in their contracts with sub contractors encouraging them to liase with IBET to discuss, agree and implement the specifics. (A directory of local suppliers will be supplied to subcontractors by LBI regeneration).
- 2.5 Brief subcontractors on the requirements of the Local Procurement code and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.

3. MONITORING

Provide regular monitoring and information to the Council on a six to eight week basis, via e-mail, phone, fax or liaison meeting providing details of:

- 3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- 3.2 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 - LBI regeneration can help with this paperwork to assist in the monitoring process
- 3.3 the standards of service, product and delivery arising from Local procurement activities.

4. POST CONSTRUCTION

We will require the developers to encourage occupiers and their contractors to consider the applications to tender received from local firms for the provision of goods and services”

The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of estate management services.

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

The Fifth Schedule
Code of Construction Practice

Spiritbond Finsbury Park Limited

**2-14 Morris Place
Finsbury Park
Islington
London
N4**

**Construction Statement &
Code of Construction Practice**

7th January 2010

Contents

- 1.0 Executive Summary
 - 2.0 Site Constraints and Development Risk Overview
 - 3.0 Construction Methodology and Logistics
 - 4.0 Overview Health & Safety
 - 5.0 Programme
-

1.0 EXECUTIVE SUMMARY

This Construction Statement and Code of Construction Practice has been prepared in support of a planning application for the redevelopment of 2-14 Morris Place, Finsbury Park, Islington, London.

This document considers the following development issues:

- Development and Site Constraints
- Development and Construction Issues
- Construction Methodology & Logistics
- Health & Safety and Environmental Issues
- Programme

A full code of Construction Practice Document will be developed with a main contractor (once appointed) in full compliance with London Borough of Islington requirements.

2.0 DEVELOPMENT OVERVIEW & SITE CONSTRAINTS

Overview of Development and Construction Risk: The following represents a summary schedule of key constraints, management considerations and risks related to the specific development of the proposed Morris Place scheme. These have been considered within the bid proposals and issues are briefly summarised later within this initial document.

Key Development Issues

1. Development adjacent to and over "live areas" including:
 - Existing main highways and traffic flows
 - Adjacent buildings & access
 - Unfenced/unprotected boundaries
 - Members of the public - including site security
 - Retail & commercial occupiers
 - Residential Housing
2. Environmental Impact and management of both construction works and proposed development.
3. Sustainability & biodiversity.
4. Building Management strategies.
5. Available labour resource to deliver scope and programme.
6. Third party/stakeholder consultation and approvals.

Key Construction Issues

7. Statutory and redundant services.
8. Waste contamination classification and remediation strategy.
9. General construction risks
 - Substructure works
 - Superstructure frame erection
 - Manual Handling Operations and materials distribution
 - Scaffolding – tall buildings & full site coverage; adjacent highways/public areas
 - On site environmental management strategies
 - Craneage strategy and mechanical lifting requirements
10. Traffic management
11. Restrictions of proximity to rail lines
12. Practical Completion

2.1 Development Issues

- Development adjacent to and over “live areas”.

Consideration of Highways and Traffic management have been addressed by specialist consultants (see Savills Transport Assessment and Travel Plan dated January 2010). It is recognised the site is primarily surrounded by main highways, operating businesses. Clear, safe access and segregation from construction activities to these “live” areas will be planned and maintained prior to and during the construction works. Health and safety risks arising from construction operations, deliveries and crane oversail will be considered carefully and plans implemented during pre-construction phase. Appropriate measures to mitigate disruption and inconvenience will be put in place and agreed with the planning authority prior to any commencement of the works.

- Environmental impact of both construction works and proposed development.

Appropriate assessment and mitigation strategy will define responsibilities and requirements ahead of any construction work. The following list of surveys and investigations have been procured and are contained elsewhere in the Planning Submission:

- Daylight / Sunlight Assessment
- Heritage / Historic / Archaeology Assessment
- Landscaping Details (as Architects drawings)
- Lighting Assessment
- Noise Assessment
- Transport Assessment
- Travel Plan
- Foul Sewage & Utilities Statement
- Land Contamination (Environmental)
- Site Waste Management Plan
- Ventilation & Extract Statement
- Air Quality Assessment
- Energy / Sustainability Report
- Ecological Survey
- Management Plan

The input of a preferred main Contractor will supplement the consultant teams’ input to these reports.

An Environmental Management Plan will be submitted, agreed with the local planning authority and implemented. This will address as a minimum:

-
- dust mitigation measures
 - measures to mitigate noise, vibration and air quality impacts resulting from construction
 - methods of monitoring outputs
 - training of operatives
 - plant and wheel cleaning facilities
 - construction traffic management
 - waste disposal / recycling
 - site security

- Sustainability & biodiversity

Specific details and approach has been addressed in the submission by RPS, the Sustainability Consultant. A Sustainable Construction and Biodiversity plan will be identified and agreed with the planning authority prior to commencement of any works.

- Building Management Strategies

Building management strategies will be developed in the early design stages to ensure that the following issues are fully coordinated with the developing design:

- Access strategy: vehicles, pedestrians, disabled access (including access control and security for residents, visitors and tradesmen)
- Escape strategy
- Window and key element cleaning, maintenance and replacement
- Roof access and maintenance
- Maintenance and function of; lifts, CCTV, specialist plant and communal power and lighting
- Waste management (refuse storage and collection)
- Recycling facilities

A management agent has been brought in to consult upon and provide expert input into planning of the above issues during the early design development stages. Designers will undertake designers risk assessments as appropriate.

- Available Labour resource

The availability of labour generally and key traditional trades in particular will need to be considered in light of current market conditions, the extent of construction projects within the immediate locality and potential influence of Olympic projects. This will necessitate a review of the timing and / or the opportunity to introduce elements of prefabrication to avoid the need for traditional trades to influence programme certainty.

- Third party / Stakeholder consultation and approvals

Stakeholders / Neighbours and 'Third Parties': The development and site construction process will engage the formal and informal consent of various third parties:

1. London Borough of Islington (LBI) – Planning Conditions discharged diligently; Construction processes including Hoarding Licences and scaffolding oversail (if any), Environmental Management plan proposals and building control.
2. LBI Highways Department / Transport for London – Traffic management proposals, temporary partial footpath and highways closures / diversions.
3. Any neighbours with right light / party wall / potential oversail rights or implications.

4. Those who will (potentially) be affected by the development – Considerate Contractors Scheme (exercising social responsibility).

Each party will be approached in the early stages of the development program to establish a relationship and understanding of each parties (formal and informal) requirements to facilitate the successful delivery of the development. Communication and planning ahead of any major works will be initiated. The Contractor will be required to employ a Customer Liaison Manager that operates alongside the Project team to facilitate this.

2.2 Construction Issues

- Statutory and redundant services within site demise / adjacent highways

Requiring removal, protection or diversion (including temporary relocation of existing substations). Early enquiries and independent service scans to assess and implement safely.

- Waste contamination classification and remediation strategy

Environmental Plan developed and implemented. See supporting report prepared by Campbell Reith.

General Construction Risks

The following risks are a sample of those characteristic of large and complex construction projects, all of which will be considered at the design, procurement and construction stages:

- Substructure works: e.g. Deep excavation – basements; piling
 - Superstructure frame erection – critical path programme
 - Manual handling operations and materials distribution – logistics planning
 - Scaffolding – tall buildings and full site coverage; adjacent highways / public areas
 - On site environmental management strategies
 - Craneage strategy and mechanical lifting requirements
- Traffic management

Will be carefully considered, ensuring existing traffic flow and minimising impact of the construction process e.g. maintaining clean roads and ensuring site operatives parking is managed to a minimum.

3.0 CONSTRUCTION METHODOLOGY AND LOGISTICS

Although Spiritbond Finsbury Park Limited acknowledge LBI do not have a specific considerate contractors scheme. Spiritbond Finsbury Park Limited will require the main contractor to be part of the National Considerate Constructors' Scheme ensuring the contractor considers the impact of construction on the environment, the workforce and the general public.

3.1 Logistics

A main contractor will be brought on board early in the design development process to develop a Construction Plan/Code of Construction Practice in accordance with LBI requirements.

- The Site: Existing buildings may be demolished in advance of the Contractor taking possession of the site.

Water, gas, electricity, telephone and drainage are known to exist around the site. The Contractor will identify these services, marking and recording as appropriate and protecting where necessary to avoid damage being caused to existing services which are to be retained.

The rights of way, both pedestrian and vehicular, around and about the site and along all of the adjoining roads, pavements are maintained at all times. A suitable alternative footpath or road diversion will be put in place if required to the approval of the L.A. The Contractor will also ensure that these rights of way, together with the site access, are kept clean, safe and orderly at all times and will allow for cleaning by brushing or hosing as required. Any damage by construction traffic will be immediately made good.

- Highway / Access to the Site: Pedestrian access to the site will be strictly controlled by the main contractor.

Traffic impact analysis will be undertaken to assist in traffic management planning.

Adequate directional signage for construction traffic will be provided. Gates will be fitted to the access points following closure when not in use and will be manned by operatives.

A site hoarding will be provided as part of the initial works stage. The fencing will be 2.4m high (or as agreed with LBI) and the boarding is to be repaired and maintained by the contractor throughout the contract period regardless of cause of damage.

Off site parking is limited therefore the Contractor will minimise the nuisance and disruption to adjacent building users.

- Site set up and materials distribution and waste management/disposal/recycling: A specific site set up is to be agreed with the Main Contractor. It is envisaged to be near the entrance points off the existing highways so as to more easily manage safety and security. These are likely to be stacked cabin arrangements so as to maximise other areas for compound and storage.

A specific site waste strategy and recycling strategy will be developed in accordance with LBI requirements by the main contractor.

- Craneage strategy and scaffold: A craneage strategy is to be identified by the main contractor. Oversailing of adjoining buildings will be mitigated as far as practical and oversail of rail lines will be avoided. Strategy will be further developed in conjunction with the chosen main contractor, optimising hook time and logistics so as to safeguard programme delivery.

Scaffold strategy is to be agreed. We envisage the site will be a fully scaffolded scheme.

3.2 Construction Methodology and Handover

Following the completion of the Demolition Works (by others) and being given possession of the site, sequencing of the works would in summary proceed as follows (specific details to be confirmed as design develops and main contractor in place);

Phase 1

- Ground Solution / Enabling works
- Frame Construction
- Building Envelope
- Internal Fit-Out Works and Finishes
- External Works
- Quality Assurance, Snagging and Sign Off
- Practical Completion

Phase 1a

- Ground Solution / Enabling works
- Frame Construction
- Building Envelope
- Internal Fit-Out Works and Finishes
- External Works
- Quality Assurance, Snagging and Sign Off
- Practical Completion

Phase 2

- Ground Solution / Enabling works
- Frame Construction
- Building Envelope
- Internal Fit-Out Works and Finishes
- External Works
- Quality Assurance, Snagging and Sign Off
- Practical Completion

4.0 HEALTH AND SAFETY OVERVIEW

4.1 Principles

Spiritbond Finsbury Park Limited holds Health and Safety as a core business value and is committed to creating a future free of incidents and injuries that ensures;

- All stakeholders actively create safe environments;
- Leadership, passion and commitment are present at all levels
- Working safely enhances quality, improves productivity and generates value
- Attitude and behaviour replace statistics as a measure of success.

Spiritbond Finsbury Park Limited is committed to the protection and enhancement of the environment. The chosen Contractor will be required to implement and maintain an Environmental Management System.

The Contractor(s) will be appointed as Principal Contractor for each site. They will develop specific detailed Health and Safety Plans to the satisfaction of Spiritbond Finsbury Park Limited. Spiritbond Finsbury Park

Limited acknowledges their obligations as Client under the new recent legislative change in CDM Regulations. A CDM Coordinator will be appointed from inception.

4.2 Health and Safety Management Strategy

A Health and Safety Management Strategy will be implemented that addresses:

- Arrangements for Monitoring HS & E Performance
 - Routine Inspections
 - Workplace Safety Inspections
 - Compliance Monitoring
 - HS&E Advisor Monitoring
 - HS&E Inspections and Audits
- Information and Training for people on site
 - Inductions
 - Site rules
 - Mandatory standards and
 - Training Registration Schemes
- Fire and Emergency Procedures
- First Aid
- Accident and Incident Reporting
 - Immediate Reporting of all accidents
 - Arrangements by Contractor
 - Arrangements for others to inform Contractor
- Arrangements for controlling significant site risks
 - Production of Method Statement
 - Risk Assessment & Method Statement Approval
 - Initial Planning Risk Assessment and
 - Task Specific Risk Assessment
- The Health and Safety File
 - Information for inclusion and
 - Method of Providing Information

4.3 Environmental Management Strategy

The Contractor will take the initial Environmental Management Plan and develop it into a fully operational Environmental Management Strategy.

5.0 PROGRAMME

An outline construction programme is to be determined.

Prior to commencement, the approved Contractor shall provide a fully detailed (by works package/building) construction programme. To

supplement this information required schedule identifying trigger dates for client design information will be provided.

Hours of working will be in strict accordance with LBI requirements.

The Sixth Schedule

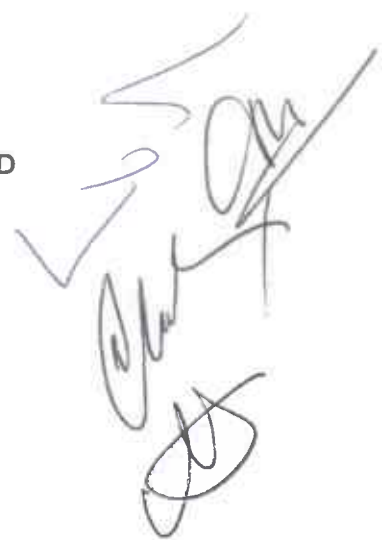
Draft Student Residential Plan

**STUDENT ACCOMMODATION MANAGEMENT
STATEMENT**

**2-14 MORRIS PLACE, FINSBURY PARK, ISLINGTON,
N4 3JG**

SPIRITBOND FINSBURY PARK LIMITED

JANUARY 2010

Handwritten signatures and initials in blue ink, including a large 'A' and 'M' at the top, and several other stylized signatures below.

CONTENTS

1.0	Purpose of Statement
2.0	Introduction to Management Company
3.0	Site Management
4.0	Management of Communal Facilities
5.0	Out of Hours Emergency Management
6.0	Car Parking and Vehicle Management
7.0	Management of Health and Safety

1.0 Purpose of Statement

- 1.1 The proposed redevelopment of 2-14 Morris Place, Islington includes the provision of 475 student bedspaces. The demand for such purpose built accommodation is high within the Borough and the anticipated end user of the development will be The University of the Arts.
- 1.2 The management of the proposed development will need to ensure that the student accommodation is fully integrated with other elements of the mixed-use redevelopment to allow the functioning of this space to occur without any adverse impacts upon the residents, employees and members of the local community.
- 1.3 This statement is intended to provide information regarding the management of the proposed student accommodation, including an introduction to the proposed management company, the adopted approach to site management and general management issues, and details of security and safety.

2.0 The Management Company

- 2.1 The management of the student accommodation is likely to be undertaken by Watkin Jones. Watkin Jones are an experienced developer, who specialise in the provision of student accommodation. Since 1999, Watkin Jones have delivered over 10,000 student bedspaces throughout the United Kingdom for a number of universities.
- 2.2 Watkin Jones has a dedicated Student Accommodation Division, which is led by a team of dedicated senior managers committed to the successful implementation and management of student accommodation schemes.
- 2.3 With all schemes, Watkin Jones aim to work closely with Local Authorities and Joint Venture Partners in ensuring high quality schemes are achieved that are of appropriate design and scale and make the significant contributions to the urban fabric and local amenity of locations.
- 2.4 As well as developing schemes, Watkin Jones has an in-house student management division, which deal with the management and day-to-day running of accommodation. Watkin Jones propose to develop and manage the proposed development at 2-14 Morris Place, Finsbury Park, Islington.

3.0 Site Management

- 3.1 The site will be managed by an on-site management team 7 days a week from 8:00am to 5:00pm (times subject to variation depending on needs of services).
- 3.2 An accommodation manager will be based on site and will be available outside of normal management hours to provide 24 hour assistance to residents. The accommodation manager will be supported by an assistant manager and between them, they will be responsible for the day-to-day running of the development.
- 3.3 Watkin Jones are committed to supporting the local community and will look to recruit members of the management team from the local community or within a short commutable distance to the site.
- 3.4 The key roles of the management team will be to address any concerns of residents and general management issues arising throughout the academic year. Furthermore, the management staff will supervise the start and end of term arrangements including the implementation of the drop off and collection of students to ensure such periods do not have an adverse impact upon the surrounding highway network or upon the amenity of neighbouring properties.
- 3.5 Overnight management will be provided by overnight staff and retained student wardens (mature students) who are resident on site. All staff will have the responsibilities of dealing with noise and any minor anti social behaviour, and responding to alarms or any further disturbances so as to comply with any relevant Planning Conditions and to ensure the amenities of neighbouring properties are maintained. Any serious breaches of student tenancy agreements or significant disturbances will be dealt with through security services and, in the event of any serious cases, through the relevant emergency services.
- 3.6 Comprehensive training will be given in first aid, fire management and major incident management to all employees as a matter of course. Additional training will be provided where appropriate.
- 3.7 Through experience, Watkin Jones are aware that the behaviour of residents is influenced by the quality of the environment within which they reside. A good, clean and well maintained environment is conducive to respect and appropriate behaviour from residents. To promote such an environment, all communal areas within the proposed development, including the outdoor amenity space, will be regularly cleaned and will be monitored via CCTV network.

3.8 In addition, through their experience, Watkin Jones are committed to the involvement of the local community in the management of sites and consider the building of local relationships to be an essential part of their management strategy. Watkin Jones will ensure that local residents and community groups have a defined point of contact on the site to address any issues or problems that the local on site management can attend to.

3.9 In the event of any anti-social behaviour being experienced, such as excessive noise, the management team will endeavour to deal with incidents in the following manner:

- Any anti social behaviour during the day will be directly managed by on site staff. Financial penalties will apply depending on the severity of the disturbance.
- In extreme cases or repeat offences, the management company will take action which may result in the termination of a tenancy.
- Over-night staff and security will manage instances outside of working hours, and will call upon the assistance of Police if necessary.

4.0 Management of Communal Facilities

4.1 The design of the development at 2-14 Morris Place, has been such to incorporate communal facilities for student residents including a communal first floor outdoor amenity area and common rooms and study areas at ground floor.

4.2 Such elements of the scheme are essential to provide the opportunity for the development of a sense of community amongst the student body. The development of a community within such a development helps to add to the rich 'away from home' experience that is endemic of such developments.

4.3 Such communal areas further help students achieve a balance between their social and academic lives.

4.4 The proposed communal facilities will be managed in the same efficient way as the rest of the student accommodation. The internal communal facilities, such as libraries and study rooms are likely to be 24/7 facilities, managed through a system of security passes and codes outside of normal management hours. External communal areas are unlikely to be 24/7 and access will be restricted during the evening and early morning to ensure that disruption to the amenities of neighbours is minimised.

- 4.5 The proposed development will also include a comprehensive CCTV system, which will monitor all communal areas including hallways and shared spaces. This CCTV system will enable staff to monitor images remotely and store them to disc for permanent record, should they be so required. The CCTV network will supplement the presence of on site staff.

5.0 Out of Hours Emergency Management

- 5.1 In many student schemes run by Watkin Jones, local contractors are employed who can provide a 24/7 response to issues of security and emergency maintenance issues that require immediate response.

- 5.2 The security company will be contracted to respond to any request within a set time (usually 20 minutes) and will be employed locally to ensure a rapid response and efficiency of service. The security company will also be employed to conduct periodic site visits to maintain a visible presence to both students and the local community to provide an enhanced sense of security.

- 5.3 In the case of a major incident, Watkin Jones will make available to the management company senior management telephone numbers. Furthermore, the development will include a major incident plan which will include the following elements:

- Actions in the event of an emergency incident
- Responsible persons (on-site hierarchy)
- Incident Criteria
- Contact details for all relevant personnel, including emergency contractors

- 5.4 A major incident plan will be provided during the course of the construction of the development and will be made following liaison with local authority emergency planning officers.

6.0 Car Parking and Vehicle Management

- 6.1 The proposed development is to be car-free and management of this will be enforced through a Legal Agreement in respect of the site and administered by Watkin Jones. Management of the car-free approach will ensure the impact upon the local highway network is reduced and other forms of sustainable transport, such as walking and cycling are encouraged.

- 6.2 As a measure to enforce parking restrictions, students are required to sign up to an Occupational License. Contravention of this notice will be strongly upheld and may result in the eviction of anyone in breach of such an agreement.
- 6.3 Furthermore, the planning permission will be subject to a Section 106 requirement preventing residents of the development from applying for parking permits within the Borough. This will help to further reduce pressures on the local highway network.
- 6.4 Turning to issues of moving in and moving out arrangements at the start and beginning of each term, each student will be asked to complete an application for accommodation form for a place within the development. Once a place for accommodation is confirmed, students will be allocated a time-frame space for the moving in and out of the accommodation. The period for moving students in and out of the development will be spread over five days and will be managed by on site staff. Each student will be allocated a slot of an hour within which they can turn up at the site and load/unload their possessions.
- 6.5 After confirmation of a time-frame each student will be issued with a welcome pack, which will include specific details of how the process will be run and details of how to operate on the moving in and moving out days, to ensure staff can be as efficient in their help as possible and the process is quick and hassle-free.
- 6.6 To further aid these days, additional staff will be on hand to assist in directing new students to reception areas, from where they can collect their keys and identification.

7.0 Management of Health and Safety

- 7.1 Watkin Jones takes their responsibility to health and safety very seriously and have direct Health and Safety Risk managers to advise on the risks involved with such developments. Watkin Jones will work with risk managers to undertake risk assessments in the following areas:
- Health and Safety Risk Assessment (including Gas Safety)
 - Fire Risk Assessment
 - Legionellosis Risk Assessment
- 7.2 These assessments will be updated annually and the first assessments will be in place prior to the first occupation of the development.

7.3 Furthermore, a major incident and emergency evacuation plan will be adopted by the management company in the first phase of occupation.

The Seventh Schedule

Residential Drawings



LENNOX ROAD

CLIFTON TERRACE

MORRIS PLACE

STROUD GREEN ROAD

GROUND FLOOR PLAN (1:200@A1, 1:400@A3)

REVISION	DATE	BY	DESCRIPTION
A	22.11.08	RL	DRAFT PLANNING SET
B	23.01.10	RL	PLANNING SET

NOTES

dga		David Gallagher Associates Studio Crown House 15th December 2008 London SW4 1V 3J		Telephone 0207 531 8474 Facsimile 0207 531 8004 info@dga-architects.co.uk www.dga-architects.co.uk	
CLIENT	SPRINTSOND FINSBURY PARK LTD				
PROJECT	NEW FACILITY FOR JOHN JONES STUDENT HOUSING AFFORDABLE HOUSING & RETAIL				
DRAWING	GROUND FLOOR PLAN				
DRW BY	PLANNING	REVISION	DATE	DRAWN BY	SCALE
RL	PL 0001	B	23.01.10	RL	1:200@A1 - 1:400@A3



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4th FLOOR PARADE
RESIDENTIAL
SCHEME
CONSTRUCTION
DRAWING
2004 PG 1004

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FOURTH FLOOR PLAN (1:200@A1, 1:400@A3)



FIFTH FLOOR PLAN (1:200@A1, 1:400@A3)

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The Eighth Schedule
Highway Works

1. The Development shall not be Implemented until the Owner and/or the Developer has entered into a section 38/278 Agreement to provide for works at the Owner and/or the Developer's expense to extend the footways at Lennox Road and Clifton Terrace and to dedicate the extended footways to the Council.
2. The Development shall not be Implemented until the Owner and/or the Developer has entered into a section 38/278 Agreement to provide for the following arising from the delivery of the Development and its impact on the public highway:
 - (a) associated construction
 - (b) signage
 - (c) demarcation
 - (d) monitoring
 - (e) any necessary amendments to Traffic Management Orders
 - (f) reinstatement of the highway shown hatched green on the Highway Reinstatement Plan.

All the above to be executed by the Council at the Owner and/or the Developer's expense.

The Ninth Schedule
Highways Reinstatement Plan



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ISLINGTON
Environment & Regeneration
Street Management Service
Assistant Director of Street Management
Brentford

222 Upper Street, London, N1 0DR

Project

Drawing

Date	
Drawn	Checked
Designed	Approved

Drawn by: *Handwritten name*

EXECUTED as a deed by
SPIRITBOND FINSBURY PARK LIMITED
acting by a director ~~and its secretary~~
~~or two directors~~

in the presence of:

Witness:

Signature:

Name:

Address:

Occupation:

EXECUTED as a deed by
JOHN JONES ART CENTRE LIMITED
acting by a director and its secretary
or two directors

EXECUTED AS A DEED
by BARCLAYS BANK PLC
acting by

in the presence of:

Signed

Name

Address

Occupation

)
)
)
)
Director

)
)
)
)
Secretary/Director

GABRIEL ROBERTSON
OSBORNE CLARKE
ONE LONDON WALL
LONDON EC2Y 5EB
SOLICITOR

)
)
)
)
Director

)
)
)
)
Secretary/Director

)
)
)
)
)

C. KELL

BARCLAYS CORPORATE
EXCHANGE TOWER 1
HARBOUR EXCHANGESQ
LONDON
E14.