



ISLINGTON

DATED

7 June

2011

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- and -

Origin Housing Limited

PLANNING OBLIGATION BY DEED UNDER
SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990

In respect of

Archway Heights, 16 Archway Road ,
London N19 3TX

PLANNING APPLICATION REFERENCE
P101114

Debra Norman
Head of Law
Town Hall
Upper Street
London, N1 2UD

DATE

7 June

2011

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON**
of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **ORIGIN HOUSING LIMITED** a company incorporated in England and Wales
(Industrial and Provident Society number IP10008R) whose registered office is at St
Richard's House, 110 Eversholt Street London NW1 1BS ("**Owner**");

and the Council and the Owner shall be known together 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 Owner is the registered proprietor of the freehold of the Site with title absolute under title number NGL388262
- (C) The Owner has submitted the Application to the Council and the Parties have agreed to enter into the Deed in order to secure the planning obligation contained in this Deed
- (D) At a meeting on 29 July 2010 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:

Accessible Transport Contribution	£6,000 (six thousand pounds) towards the provision of 3 (three) disabled parking bays in the vicinity of the Site
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Act	the Town and Country Planning Act 1990
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Affordable Housing	subsidised housing that will be available to persons who cannot afford to rent or buy houses generally available on the open market and for which the price is significantly lower than the prevailing market prices
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Affordable Housing Units	the Homes for Social Rent and Intermediate Housing which shall comprise no less than 100% of all Habitable Rooms at the Development
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Application	the application for full planning permission dated 21 May 2010 submitted to the Council for the Development and allocated reference number P101114
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Committee Date	29 July 2010
Development	Replacement of existing 6 storey building comprising 12 self contained residential units with nine storey building comprising 25 self contained residential units in accordance with the Planning Permission
Habitable Room(s)	any room in a dwelling with the exception of the kitchen, bathroom and independent hallway and a kitchen will be counted as a habitable room if it includes a dining space and that dining space is more than 13 sq m including fittings
Highway Reinstatement Agreement	An agreement between the Owner and Transport for London by which the Owner undertakes to pay for the reinstatement of the area hatched purple on the reinstatement plan on similar terms to those set out in Schedule 3 of this Deed
Highway Reinstatement Area	means the highways and footways in the vicinity of the Development as shown marked on the Highway Reinstatement Plan hatched green and black brick hatching
Highway Reinstatement Payment	The amount calculated in accordance with Schedule 3 to be spent on the Highway Reinstatement Works

Highway Reinstatement Plan	means the plan annexed at Schedule 1
Highway Reinstatement Works	the repair and reinstatement of the highway and footways in the Highway Reinstatement Area and the removal of any resident parking bays
Highway Works	<p>Works to the highway adjoining the site to</p> <ul style="list-style-type: none"> (i) drop the kerbs to allow refuse to be collected by street vehicles (ii) the creation of a shared surface between the junction of Pauntley Street and Archway Road traffic management orders <p>and to include road closures, drainage works and resurfacing</p>
Highway Works Payment	£31,000 to be used for the provision of the Highway Works
Homes for Social Rent	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 28 % of all Affordable Housing Units at the Development
Homes and Communities Agency	A body incorporated under s.1 of the Housing and Regeneration Act 2008 which amongst other things provides funding for 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) 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 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

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:

Amount Payable =

Relevant Amount x (A÷B)

Where:

Relevant Amount =

the payment to be Index-Linked

A =

the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is payable

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

Interest

interest at four per cent above LIBOR from time to time

Intermediate Housing

means Affordable Housing which is not Homes for Social Rent and includes shared equity shared ownership key worker sub market rented homebuy right to buy and other forms of intermediate tenure and shall comprise no less than 72% of all Affordable Housing Units

LIBOR

means the London Interbank Offered Rate

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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
Planning Permission	The full planning permission subject to conditions to be granted by the Council pursuant to the Application as substantially set out in draft form in Schedule 8
Practical Completion	the date of issue by the Owner's architect or engineer of a certificate of practical completion
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
Replacement trees contribution	The cost of replacing any tree(s) in Archway Park damaged during the construction process.
Resident's Parking Bay	a parking space designated by Council by an order under Section 45(2) of the Road Traffic

Regulation Act 1984 for the use of residents of any locality that includes the Development

Resident's Parking Permit

a parking permit issued by Council pursuant to an order under Section 45(2) of the Road Traffic Regulation Act 1984 which allows the holder to park in a Resident's Parking Bay

Registered Provider

means a provider of social 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 Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) established pursuant to chapter 2 of the Housing and Regeneration Act 2008 including any successor organisation;

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:
the line and level of footways and carriageways; and the condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; existing vehicle crossovers; requirement for dropped kerbs

Site

the land against which this Deed may be enforced as shown edged red on the plan and known as Archway Heights 16 Archway Road London N19 3TX

Site Plan	the site plan attached to this Deed at Schedule 1
Substantially Completed	the stage of development at which no further planning permission would be required for any of the work done to it
Sustainability Assessment	the sustainability assessment submitted by the Owner with the Application
Tree Survey	A survey of the condition of the trees in Archway Park (within 20m of the development site boundary) that may be damaged by the construction process and in respect of the further tree survey including details of the impact of the development on the trees
Tree Replacement Payment	The cost of provision of replacement trees (including maintenance until establishment) within Archway Park for any damaged during the construction process
Update on Progress	the update on the Travel Plan taking into account any reasonable further measures required by the relevant officer of the Council notified to the Owner including an up-to-date full travel survey indicating travel patterns of the users/occupiers of the Development.

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

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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.

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 2 of the Local Government Act 2000 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 covenants, restrictions and requirements imposed upon the Owner under this Deed (including the Schedules) create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Implementation

save for the provisions of Clause 7.1 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

The Owner covenants with the Council as set out in Schedule 1 Schedule 3 and Schedule 4

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 The 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 up to a maximum of £4,000 inclusive of VAT.

- 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 Owner 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 Owner) 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.

9 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.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its 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.

11 INDEXATION

All sums payable to the Council shall be Index-Linked.

12 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.

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 think 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

Alternative Dispute Resolution

Any dispute or difference arising between the Parties under or in connection with this Deed (other than a difference as to its meaning or construction) shall be referred to and settled by a single arbitrator to be agreed between the Parties or, failing agreement, to be appointed on the application of any Party (after notice in writing to the other Parties) by the President of the Royal Institute of Chartered Surveyors.

14 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.

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

SCHEDULE 1

THE OWNER'S COVENANTS

1 IMPLEMENTATION AND FIRST OCCUPATION

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

The Owner shall give at least 14 days prior written notice to the Council of first Occupation.

2 EMPLOYMENT AND TRAINING CODE

2.1 The Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code annexed at Schedule ~~5~~ 3

2.2 The Owners shall use best endeavours to procure 2 work placements for local residents registered with "Islington Working" the Council regeneration employment at the Development during the construction phase. Such work placements each to last at least 13 weeks. London Borough of Islington will recruit for and monitor the work placements and the Owner shall pay the employees at least the national minimum wage. *If such placements are not provided then a committed payment of £5,000 (five thousand pounds) per placement shall be made to the Council.*

2.3 The Owner shall provide the Council with evidence of delivery of this requirement bi-monthly

3 CODE OF PRACTICE FOR CONSTRUCTION SITES

3.1 The Owner shall at all times during the construction of the Development comply and ensure compliance with the Code of Practice for Construction Sites annexed at Schedule 6

- 3.2 The Owner shall on Implementation pay £2,500 to the Council as a contribution towards the Council's costs of monitoring compliance with the Code of Practice for Construction Sites at the Site

~~LBI comment - No VAT is payable~~

4 ACCESSIBLE TRANSPORT CONTRIBUTION

The Owner shall pay the Accessible Transport Contribution to the Council on Implementation

5 CAR FREE HOUSING

- 5.1 Neither the 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 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)
- 5.2 The Owner (including owners and occupiers of any individual dwelling 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
- 5.3 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 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 comprised in the Development

6 AFFORDABLE HOUSING

6.1 The Affordable Housing shall be constructed to Homes and Community Agency Design and Quality Standards .

6.2 Subject to the proviso below in paragraph 6.4 the Homes for Social Rent shall not be used Occupied let or sold for any purpose other than Homes for Social Rent

6.3 Subject to the proviso below in paragraph 6.4 the Intermediate Housing shall not be used Occupied let or sold for any purpose other than Intermediate Housing.

6.4 PROVIDED THAT the obligations in paragraph 6.2 and 6.3 shall not be binding upon

6.4.1 any mortgagee of an Registered Provider or any mortgagee of an owner occupier or tenant of an Affordable Housing Unit or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities for the purpose of providing the Affordable Housing Units nor will the obligations be binding on any successor in title to such person and any:-

- (a) Intermediate Unit where the tenant has stair cased or otherwise acquired 100% of the equity in such unit and (in the case of a shared ownership lease) has satisfied any requirements concerning the right of first refusal in favour of the Registered Provider in line with the shared ownership lease of the unit; or
- (b) Homes for Social Rent Units where the tenant has acquired pursuant to a right to buy under Part V of the

Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute statutory right applicable.

- (c) completed residential units where a Registered Provider sells to a tenant pursuant to a voluntary grant scheme under Section 21 of the Housing Act 1996 or any amendment or replacement thereof .

PROV IDED ALWAYS THAT in the case of a mortgagee of a Registered Provider the mortgagee complies with the duties set out in paragraph 6.5

6.5 The mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than three months' prior notice to the Council of it 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 Housing Units can be made in such a way as to safeguard them as Affordable Housing then the mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer
- (b) if the Council does not serve its response to the notice served under paragraph 6.5(a) within the three months then the mortgagee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule which paragraphs shall cease to apply to the Affordable Housing Units
- (c) if the Council or any other person cannot within 3 months of the

date of service of its response under paragraph 6.5(a) secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 6.5(a) the mortgagee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule which paragraphs shall cease to apply to the Affordable Housing Units

PROVIDED THAT at all times the rights and obligations in this paragraph 6.5 shall not require the mortgagee 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 mortgagee in respect of moneys outstanding under the charge or mortgage

7 CODE OF LOCAL PROCUREMENT

The 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

8. HIGHWAY REINSTATEMENT AGREEMENT

No part of the Development shall be Occupied until:

- (1) Transport for London expressly notifies the Council in writing that the Highway Reinstatement Agreement is not required; or
- (2) The Council has received satisfactory written notification of the completion of the Highway Reinstatement Agreement

9 HIGHWAY WORKS PAYMENT

On Implementation the Owner shall pay the Highway Works Payment to the Council

SCHEDULE 1

Site Plan & Highway Reinstatement Plan

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AREA & COSTINGS

TFL AREA

Total Footway Area	325 m ² approx.
Total Carriageway Area	700 m ² approx.
Footway Reinforcement	Cost £22,400
Carriageway Reinforcement	Cost £46,400
Total reinforcement cost	

NOTE

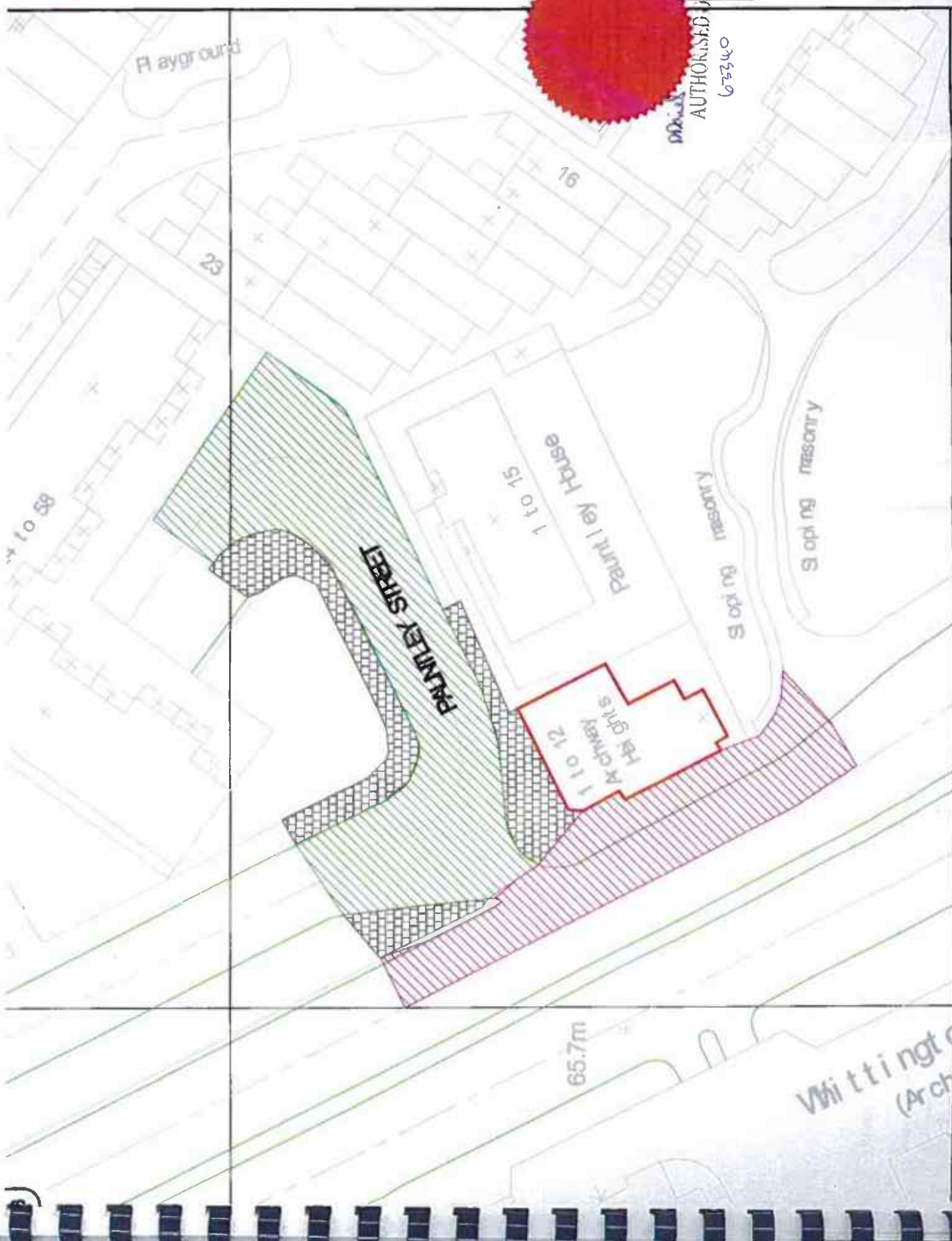
- Do not add a front to the road
- All of the area are approved
- Cost of the approved area and subject to change
- Final design to be agreed on site upon completion of work
- Condition Surveys are to be handed to the Highways department
- Condition survey cost
- Final design of road
- Final design of road
- Final design of road

WILKINGTON
 Technical & Regional
 Street Management Service
 222 Upper Street, London, N1 9

Page 1

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SCHEDULE 2 COUNCIL'S COVENANTS

1. The Council covenants with the Owner to use all sums received from the Owner 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 Owner 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 Owner and payment of reasonable administrative costs at any time after each or all of the obligations of the Owner 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 Owner that on written request by the Owner or the party that actually paid the sum it will pay to the Owner or the party that actually paid the sum such amount of any payment made by the Owner to the Council under this Deed which has not been spent or any part of them that remains unexpended or uncommitted to the Owner in accordance the provisions of this Deed within 5 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.

~~LBI comment : 5 years is our standard period and we consider this to be reasonable.~~

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 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 Owner or the party that actually paid the sum provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

~~LBI comment : We cannot covenant to grant the permission on the day that the agreement is entered into~~

SCHEDULE 3
HIGHWAY REINSTATEMENT PAYMENT

- 1 The Planning Permission shall not be Implemented unless the 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 Owner has certified to the Council that such a stage of the Development has been reached that the Development will not adversely Highway Reinstatement Area but in any event no later than fourteen (14) days after Practical Completion of the whole of the Development the Owner shall provide to the Council:
 - a) a further Schedule of Condition; and
 - b) a specification for the Highway Reinstatement Worksboth 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 shall:
 - a) calculate (taking into account any reasonable representations of the Owner) the Highway Reinstatement Payment; and
 - b) shall subsequently issue a request for payment (in the form of a valid invoice) of the Highway Reinstatement Payment.
- 4 The Owner shall pay the Highway Reinstatement Payment to the Council no later than 28 days after receipt of the request to pay the Highway Reinstatement Payment in accordance with paragraph 3 above.

SCHEDULE 4

TREE REPLACEMENT PAYMENT

1. The Planning Permission shall not be implemented unless the Owner has submitted an initial Tree Survey to the Council and such initial Tree Survey has been agreed by the Council in writing.
2. The Owner shall certify to the Council when the Development has reached the stage that it will not adversely affect the trees in Archway Park.
3. After the Certificate under paragraph 2 above and no later than 14 days after Practical Completion of the whole of the Development the Owner shall provide to the Council a further Tree Survey for the Council's approval such approval not to be unreasonably withheld or delayed.
4. As soon as reasonably practicable after approval of the further Tree Survey the Council will calculate the Tree Replacement Payment and request payment from the Owner.
5. The Owner shall pay the Tree Replacement Payment to the Council no later than 10 working days after receipt of the request for payment and in any event no more than 50% of the Development calculated by Habitable Room shall be occupied until the Owner has paid the Tree Replacement Payment

SCHEDULE 5

CODE OF EMPLOYMENT AND TRAINING

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EMPLOYMENT, TRAINING and LOCAL PROCUREMENT CODE.

COMPREHENSIVE.

SECTION 106.

The purpose of this code is to ensure that Developers within Islington provide benefits and opportunities to local people and businesses, who, will be impacted by the increased pressures arising from the development. The council will seek employment, training & procurement agreements to benefit local businesses, and provide employment/ training opportunities for local residents. This will match the Council's commitment to the Corporate and Service Plans for Environment and Regeneration. The code is also designed to support contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset and the time- frame needed to maximise results. Although the wording is emphatic, the Councils regeneration department and in particular the dedicated Section106 Officer seek to work in partnership and good faith with contractors to assist them in meeting specifications. The range of this document also aligns itself with the objectives of many other organizations such as- London Development Agency, Government Office for London, The Learning and Skills Council and Jobcentreplus.

LB1 –Regeneration - contacts & roles of persons mentioned in codes.

Pascal Coyne
Section 106- Employment & Training Officer
Community Development & Regeneration
Islington Council
222 Upper Street
London N1 1XR
Tel:020 7527 3371
Fax:020 75273096
pascal.coyne@islington.gov.uk

Pascal's role is to liaise between, in the first instance, the LB1 planning Dept. & in particular the Senior Planner for section106- Ziad Al-Jawad. Once the s106 has been agreed & signed Pascal would then seek to meet with the Developer/contractor to negotiate figures regarding work placements, apprenticeships etc. This meeting would be chaired by Pascal's colleague Stav Aristokle as that is the remit of the works place co-ordinator. Pascal would seek to function in the same capacity regarding setting up liaison meetings for discussion regarding local procurement and ways to ensure local employment at the operational phase of developments.

Stav Aristokle
Construction Workplace Co-coordinator
Tel: 0207 527 3559
Fax: 0207 527 3096
Mob: 07970 835 210
email: saristokle@urban.islington.gov.uk

Stav's role is to liaise between, in the first instance Developers and their contractors. Stav would seek to negotiate numbers of work placements, apprenticeships and local employment figures. Stav would be the sole contact at LB1 regeneration in this regard and has already many working links with the main developers in the area. Stav has a database of clients of varying experience and skills in construction as well as, in partnership with Pascal Coyne access to training and education opportunities for Islington residents leading to an upskilling of the local workforce and benefiting the construction industry.

David Mc Alpine- Project Manager
Arsenal Business Enterprise Team (ABET).
Regeneration Department
London Borough of Islington
Room 225, 222 Upper Street
London N1 1XR
Tel: 0207 527 3556
Fax: 0207 5273096 email-dmcalpine@urban.islington.gov.uk

ABET's role is to identify suitable local companies to meet the procurement requirements of contractors on the Arsenal Development and other developments in Islington. ABET provides regularly updated directories with profiles of local companies in the construction and post construction trades who have been selected on their size and experience. It provides support for both purchasing managers and local businesses to maximize the mutual benefits of local procurement.

CONSTRUCTION.

We will request that the developers meet with LBI Regeneration at least 1 month in advance of tendering contracts to undertake the code specifics.

- 1. 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:**
 - 1.1 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.
 - 1.2 At the pre-contract meeting (1 month in advance of tendering) the contractor shall provide a detailed programme and an up to date schedule of works.
 - 1.3 Both the exact numbers and trades of trainees and the specifics of paid and unpaid training placements must be agreed with the Regeneration Officer (Stav-construction works) at the pre-contract meeting.
 - 1.4 The main contractor will provide the Council with the estimated timing of their procurement programme and a schedule of works packages to be let.
 - 1.5 The developer / contractor will work with construction works (Stav) to attain 10 number of paid construction training placements for a minimum of 13 weeks.
 - 1.6 The developer/ contractor will work with construction works (Stav) to attain 10 number of unpaid construction training placements in support of student certification.
 - 1.7 The developer/ contractor will work with construction works (Stav) to attain 2 number of Modern Apprentices on any project where works are expected to last for at least 52 weeks.
 - 1.8 The developer/ contractor will work with ABET (David McAlpine) to achieve the procurement of construction contracts and goods and services from companies and organisations based in Islington of 10% of the total value of the construction contract.
 - 1.9 The developer/ contractor will liaise with Islington Education Business Partnership to arrange professional input to career days, teacher training and work experience to benefit Islington's school children and broaden their career perspectives.

Contracts with Sub Contractors.

- 2 LBI Regeneration require the developer/ main contractor to:**
 - 2.1 Include a written statement in their contracts with sub contractors encouraging them to liaise with construction works and ABET to discuss, agree and implement the specifics. (An introduction to services sheet will be supplied by LBI regeneration).
 - 2.2 Brief subcontractors on the requirements of the Employment, Training & Local Procurement code and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.

RECRUITMENT.

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

- 3.1 At Least 10% of labour from (non-specialist & specialist) coming from London Borough of Islington and any other postcodes as directed by regeneration Dept.
- 3.2 Employment and training opportunities with contractors and sub contractors being advertised through the Construction Works Co-ordinator, local press and as directed by Regeneration Dept.
- 3.3 Construction workplace Co-ordinator will circulate vacancy details to suitable local contacts and match suitable candidates to job specifications for consideration.
- 3.4 All clients submitted for consideration by Construction Works or another Council nominated agency and who fully meet the job specification, shall be guaranteed an interview by the contractor/sub contractors.

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.

MANAGING TRAINEES AND PRODUCTIVITY.

5 Construction works can where necessary:

- 5.1 Provide safety equipment and tools for local people taken on through the project.
- 5.2 Identify ongoing training needs and provide for these if necessary, where eligibility allows.
- 5.3 Conduct a Health and Safety assessment and assess prior learning.
- 5.4 Visit trainee and speak to their supervisor to ensure both parties are satisfied with progress.
- 5.5 LBI regeneration will provide a pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

The main contractor is obliged to:

- 5.6 Ensure trainees are supervised at all times on site by a named qualified and/or experienced operative in a trade related to their identified training needs.
- 5.7 Ensure trainees will work on site under the direction and control of the contractor.
- 5.8 Ensure all trainees are allocated as part of a training programme and will be of varying experience and capability.
- 5.9 The contractor is to take the likelihood of low trainee productivity fully into account when allowing for the level of resource and supervision required for programmed outputs and targets.
- 5.1.1 Trainees will be expected to attend college-based course either on a day release or block release basis. These can be organised through Construction Works. The contractor must be aware that payments to Modern Apprentices will continue during this period.
- 5.1.2 The Council can not guarantee the availability of candidates for training and subsequent employment on this project and the Contractor must allow for compensation any shortfall in this respect in order to meet the completion dates required under the contract.
- 5.1.3 Aim to ensure that 10% of the value of contracts and goods and services related to the developments are procured from companies and organisations in Islington.

OPERATIONAL.

6 Contractor to inform lease holder to attend liaison meetings with LBI Regeneration to:

- 6.1 Plan employment opportunities for local people within the building/s.
- 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 Regeneration 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 Agreements regarding recruitments undertake the following requirements:

- 7.1 Occupiers and their personnel departments to meet with LBI regeneration job brokerage section 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 applications for work.
- 7.4 'Work Is...' Job brokerage staff will screen applications against job specifications (the specification being deemed realistic and necessary for someone to undertake the job tasks).
- 7.5 In larger developments, development of traineeships to help new people in the industry to assist with shortages of staff in researched skills shortfall areas.
- 7.6 Linkage with the government New Deal and other Jobcentreplus programmes that could include payment of a subsidy to a company, or providing work experience for people undergoing vocational training.

MONITORING.

8. Tenants and their contractors and sub contractors to:

- 8.1 Allow LBI-Regeneration to monitor staff employed on site in order to be able to feedback achievements on the above. Such feedback will be required on all recruits.
- 8.2 Allow LBI- Regeneration to monitor local procurement during the contract period.

SCHEDULE 6

CODE OF CONSTRUCTION PRACTICE



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

Contents

Introduction	<u>3</u>
Legal framework	<u>4</u>
Community relations	<u>4</u>
Considerate contractors	<u>5</u>
Standards to protect the environment	<u>5</u>
Contaminated land	<u>10</u>
Waste disposal and the 'duty of care'	<u>10</u>
Waste disposal, recycling and sustainability	<u>13</u>
Useful contacts	<u>16</u>

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.

Legal framework

This code is for guidance only. You should contact your own legal adviser if you are not sure of your legal obligations.

Where following the code of construction practice is a condition of your planning permission, any failure to keep to the code could result in us taking legal action. If the guidance is followed we should not need to serve statutory notices. However, if we do need to, we will use all available powers to enforce considerate working.

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 help you make a successful application. You should contact the Public Protection Division for advice and an information pack.

In terms of noise and controlling vibration, we expect you to use 'best practicable means' at all times. This means that you will have to use the most practical measures possible to control noise and vibration as defined in Section 72 of the Control of Pollution Act 1974. You must also keep to recommendations and good practice as shown in British Standard (BS) 5228: Noise and Vibration Control on Construction and Open Sites: 1997.

You are responsible for making sure that all activities keep to all current codes of practice and other relevant documents.

Community relations

If you warn local residents and businesses about activities that are likely to take place on site it will help reduce their concerns. If you have a point of contact for enquiries or complaints, it shows that you are taking responsibility for your actions and are aware of the surrounding community.

We will ask you to appoint a member of staff to work with local residents, the business community and us. This liaison officer must be available at all times while the site is in use. You must display a poster on the site boundary. Posters are available free of charge from the Public Protection Division. You may also be asked to display the posters as part of the conditions for your hoarding licence. This must include information such as the contractors' names, the name of your liaison officer, and a contact number and address for complaints.

You must also confirm that you are working to the standards shown in this code of practice and any registration to the considerate contractor scheme, if this is relevant. In the case of emergencies, you must also display a 24-hour contact number.

Your liaison officer will be responsible for logging complaints and taking appropriate action.

At least two weeks before any work starts, you must send leaflets to the surrounding community, both residential and commercial, about the proposed work. This leaflet will need to include a start and likely finish date, and the contact name and number of the liaison officer. If works are to go beyond our standard working hours and we have agreed to this, you will need to send further leaflets giving details of the changes.

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.

Cranes

If you need to use a crane or mobile access platform you will need a permit from the council's Street Management Division. Street Management need ten days notice before they can issue approval. If the permit is approved it may require you to work outside normal working hours for traffic reasons. If this is the case then you will need to contact the Noise Team at least one week before the start of works to get approval to vary the site working hours and inform local residents and businesses.

Road closures

If you require a temporary traffic order for a road closure you will need to submit an application form six weeks prior to the proposed start date. This can be obtained from the council's Street Management Division. As with crane permits you may be requested to work outside normal working hours. You should contact the Public Protection Division at least seven days prior to the date of operation for approval and inform local residents and businesses.

Connections

If you require a new sewer connection you will need a licence from the council's Street Management Division for the works to be carried out.

You may also require new supplies to the site from various utilities, such as gas, water and electricity. The sooner the Street Management Division are informed of this information and proposed dates for the connections, the sooner these can be organised and any disruption reduced.

Nuisance

Construction works can cause unnecessary debris on the highway such as mud, spoil, concrete and dust. You must do everything you can to stop this happening. There should be facilities on your site for washing down vehicles, such as wheel washers or jet washers, and you must make sure lorry loads are covered when they leave the site. You must not wash mud, spoil, concrete and dust into street gullies.

Construction traffic

All vehicle movements to and from your site should be planned and agreed with us in advance and enforced with your contractors and drivers. There are roads designated within Islington for oversized or large vehicles. Vehicles must not park outside the site at any time of the day or night unless specifically agreed. Vehicles must enter the site immediately and are to leave the site in a safe and controlled manner. The area around the site or any road within Islington is not to be used as a holding area for deliveries.

There is to be no contractor parking on the highway at any time anywhere within Islington. We may require vehicles associated with the site to display stickers or markings, so they can be easily identified.

There are several lorry 'no-go' zones within Islington. These cover areas with a maximum 7.5 tonne limit. Vehicles on or over this limit may load or unload within these zones but cannot drive through them.

There are roads which have specific weight restrictions, due to weak structures, and vehicles over the limits must not use them. There are also height restrictions and again any vehicle over the height must not drive through.

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.

Air pollution and dust

We have declared the whole borough to be an 'air quality management area' and introduced measures to reduce air pollution levels whenever possible. Construction sites can be a major source of pollution if not managed and controlled properly and we expect all site operators working in Islington to achieve high standards of pollution and dust control.

The Building Research Establishment (BRE) has published a set of five Pollution Control Guides, available directly from their bookshop, see Contacts on page 16.

It is not possible to reproduce the BRE guides here, but the points on the following four pages illustrate the sort of actions that should be considered at the pre-project planning, management, costing and operational stages.

Planning and management:

- identifying construction activities likely to cause pollution problems along with methods to minimise them. Environmental risk assessments may need to be prepared for all activities identified as potentially generating pollution discharges, including identifying existing hazardous materials such as asbestos and polychlorinated biphenyl (PCB)
- specify and select low emissions materials and fuel (low sulphur red diesel is now available). Consider regular monitoring for particulate matter where there is a risk of dust affecting your neighbours together with appropriate remedial action

Site preparation, demolition, earthworks and landscaping:

- use damping down sprays in dry weather, use wheel washers and regularly sweep the site
- use screening and hoardings
- cover skips and loaded lorries
- use rubble chutes and handle materials carefully to avoid generating dust
- the use of concrete crushers on site will not generally be sanctioned in London because of the potential to cause dust and nuisance to neighbours. Any crushing plant agreed will need to be authorised under the Environmental Protection Act 1990. Appropriate measures, such as enclosing the plant and built in water sprays will have to be used at all times

Haulage routes, vehicles and plant:

- use the most modern and least polluting mechanical and electrical plant incorporating diesel exhaust particulate filters and oxidation catalysts wherever possible
- use ultra low sulphur gas oil or low sulphur red diesel fuel in all qualifying vehicles and plant
- maintain plant engines and exhaust systems
- site plant exhausts must avoid public areas and air outlets on adjoining buildings
- provide hard standing at site entrances and exits with provision of wheel washing facilities and sweeping when appropriate

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.

Contaminated land

PPS23 Planning Policy and Guidance: Planning and Pollution Control (June 2004) highlights the need to be aware of land contamination issues when considering planning applications. If you believe land may be contaminated, you are responsible for investigating the land to see what measures are needed to make sure it is safe and suitable for the purpose proposed.

In these cases it is your responsibility to prove to us that you have carried out a thorough risk assessment associated with land contamination. These assessments should be based on 'the suitable for use' approach and identify 'pollutant links'. This includes deciding where sources of contamination may be and identifying any risks to people, animals, plants or buildings on a site-by-site basis. You should carry out any investigation in consultation with the council's Pollution Team, see Contacts on page 16. You should make recommendations based on this risk assessment and give them to us. If you believe work is necessary to deal with the contamination you should send us a full remediation statement for our approval.

Below we have listed some of the appropriate guidance:

- Construction Industry Research and Information Association, Remedial Treatment for Contaminated Land, volume 111 (Investigation and Assessment), Special Publication 103, CIRA, London: 1995
- BS5930: Code of Practice for Site Investigation, British Standards Institution, London: 1999
- BS10175: Investigation of Potentially Contaminated Sites, Code of Practice, British Standards Institution, London: 2001
- Department for Environment, Food and Rural Affairs and the Environment Agency. The Contaminated Land Reports: CLR 7-10, DEFRA: 2002

Waste disposal and the 'duty of care'

In some cases the measures you take may involve digging up and disposing of soil. It is important that you get a licence for this activity. Section 34 of the Environmental Protection Act 1990 places a 'duty of care' on all those involved in dealing with waste, from creating it to disposing of it.

You must dispose of the material to an appropriately licensed or exempt waste-management site. You can get details about appropriate licensed sites from the Environment Agency, see Contacts on page 16.

The requirements of the Waste Management Licence Regulations 1994 and associated code of practice mean that you must describe the waste in enough detail to make sure it is managed correctly.

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.

Vibration

The following vibration levels, in terms of temporary or short-term effects, are enforced. We measure these as peak particle velocity (PPV).

To protect occupants, users and building structures from harm and damage, the following levels of vibration from all sources during demolition and construction are not to be exceeded:

- 3mm/s PPV (millimetres per second peak particle velocity) for residential accommodation, listed buildings, offices in A2 use and those properties in a poor state of repair
- 5mm/s PPV for non-vibration-sensitive buildings

More stringent criteria may be necessary for commercial premises that are vibration sensitive such as hospitals, photographic studios and educational premises.

If construction vibration is likely to be continuous, it may be a better idea to set limits in terms of vibration dose value (VDV). Guidance can be found in BS6472: Evaluation of Human Exposure to Vibration in Buildings (1Hz to 80 Hz): 1999.

Below, we have given some examples of methods to reduce, as far as possible, noise and vibration created by construction work. You can get more guidance from BS5228: 1999.

You should choose machinery that has the quietest noise output available for the activity you are carrying out. If the activity will be noisy, you should consider other methods of working. You must make sure that people working on-site are not exposed to noise levels higher than those stated in the Noise at Work Regulations 1989.

Machinery and vehicles must be fitted with effective silencers wherever available, and kept in good working order. You should keep acoustic covers closed during operation. Equipment must be operated so it produces as little noise as possible. You must shutdown equipment when it is not in use.

Machinery must be based as far away from noise-sensitive properties as reasonably possible. You should also use barriers and enclosures if any activities are likely to be noisy at sensitive premises. You can find advice for constructing these structures in BS5228 Part 1: 1997 (Appendix B3/B4). You should also position port-a-cabins and stores as onsite barriers between noisy work and sensitive receivers. Hoardings to reduce noise breakout from activities should enclose sites. Gates and access points should not face onto any especially sensitive buildings such as residential property, hospitals, schools and businesses. Gates and access points should be kept open for as little time as possible.

All deliveries to the site and removing of waste must take place during our standard working hours (8am–6pm Monday to Friday and 8am–1pm Saturdays). Vehicles must not queue on the public highway. Wherever practical you should provide lorry-holding areas on the site.

If you are carrying out piling (driving steel or concrete piles into the ground for foundations), you must use methods to reduce the generation of noise and vibration. You should consider other methods for impact-driven piles, such as continuous flight auger-injected piles or auger-bored piles (where piles are drilled rather than hammered into the ground). Further advice on different sorts of piling is available from BS5228 Part 4: 1992.

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.

Waste

You should aim to reduce the quantity of waste produced during demolition and construction by following the waste management priorities below:

REDUCE WASTE

REUSE

RECYCLE

DISPOSAL

You should develop a demolition waste audit of the development site before you demolish anything. You should then salvage any materials from the site if you can reuse them including:

- brick, concrete, hardcore
- subsoil, topsoil
- timber, metal, steel frames, plastics
- infrastructure such as granite kerbs and signs

If possible, you should reuse these for lower-quality uses such as access roads and footpaths or as a concrete aggregate.

You should also develop a construction waste management plan to tackle:

- waste arising through the development process
- ways of recycling waste
- ways of reusing waste

You can identify markets to sell or donate materials to such as the British Research Establishment Materials Information Exchange, Waste Alert North London (the council is a member) and the Waste Exchange Listing Service (see www.click2waste.com).

For more advice please refer to Section 5 of the council's Special Planning Guidance: Green Consultation on Waste or contact the Environmental Policy Co-ordinator in the Planning Division, see Contacts on page 16.

Protection of trees

Before work starts, you must carry out a tree survey within the site. You should include those trees on adjoining land that are within a distance from the site boundary, equivalent to half the height of the tree. The survey should give the species, age, canopy spread and condition of the tree clump or individual tree, as well as the ground levels at the bottom of the trunks. You must send this together with any work proposed to the trees, to the council's Planning Division to check if any are protected by tree preservation orders or are preserved because they are in a conservation area or are trees which may be worthy of protection.

No works may start on site until it has been agreed with the Tree Preservation Officer which trees are to be retained. Such trees must be protected as directed by the Tree Preservation Officer or as specified in the relevant planning permission.

If any tree is cut down without agreement or dies as a result of activity on site, you may be prosecuted and/or fined and a replacement tree that becomes established

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.

Useful contacts

General enquiries:

For all general Islington Council related enquiries please call:

Contact Islington

Tel: 020 7527 2000

Web: www.islington.gov.uk

Other useful council contacts:

Public Protection Division

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: noise.issues@islington.gov.uk

Greenspace and Leisure Division

Ecology Centre

191 Drayton Park Road

London N5 1PH

Ecology and Ranger

Manager

Tel: 020 7527 3287

Parking Services Division

Tel: 020 7527 1338

Planning Division

222 Upper Street

London N1 1YA

Environmental Policy

Co-ordinator

Tel: 020 7527 2001

Tree Preservation Officer

Tel: 020 7527 2383

Street Management Division

222 Upper Street

London N1 1YA

Highways and Traffic and

Engineering Teams

Tel: 020 7527 2000

Email: street.management@islington.gov.uk

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 7

CODE OF LOCAL PROCUREMENT

HSNG>2012032.2 C:\WrPortb\HSNG\KJN\2133684_2.DOC

LBI / archway heights / 30.9.10

LBI/ archway heights/ 5.10.10

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.

SCHEDULE 8

PLANNING PERMISSION



ISLINGTON

DRAFT DECISION NOTICE

Mark Connell,
King Sturge LLP
30, Warwick Street
London
W1B 5NH

Planning Service
Public Protection Division
PO Box 3333
222 Upper Street
London
N1 1YA

T 020 7527 2000
F 020 7527 2731
E Planning@islington.gov.uk
W www.islington.gov.uk
M 020 7527 1900(minicom)

Case Officer:

Matthew Durling
0207 527 2317

Application No: P101114

(Please quote on all correspondence)

Issue date: 10 May 2010
**DO NOT REPLY UNTIL ADVISED WHEN
FORMALLY ISSUED**

Dear Sir/Madam,

TOWN AND COUNTRY PLANNING ACTS Full Planning Application PERMISSION FOR DEVELOPMENT

Notice is hereby given that the Islington Borough Council, the Local Planning Authority, in pursuance of its powers under the above mentioned Acts and Rules, Orders and Regulations made thereunder, resolved to **GRANT** planning permission for the development described in the undermentioned schedule subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may be otherwise required by the said conditions.

Your attention is drawn to the enclosed statement of Applicants Rights and General Information (Endorsed on Part 1 of this notice under form Ref: TP6A/9A).

SCHEDULE:	Type of application:	Full Planning Application
	Date of Application:	21-May-2010
	Submission Completed:	26-May-2010

LOCATION: Archway Heights, 16, Archway Road, Islington, London

DEVELOPMENT:

Replacement of the existing building with a 9 storey building comprising 25 self-contained residential units (2 x 1-bedroom;
22 x 2-bedroom and 1 x 3-bedroom units).

PLAN NOS.:

Site Plan, Planning Statement, Design Statement, Access Statement, Transport Statement, Travel Plan, Energy Strategy, Preliminary Code for Sustainable Homes Report, Sustainability Statement, Affordable Housing Statement, Extended Phase One Habitat Survey, Noise Assessment, Arboricultural Assessment and Tree Protection Method Statement, Daylight and Sunlight Assessment, 001, 010/A, 011, 030, 040, 095/A, 096/A, 097/A, 100/A, 101/A, 102/A, 103/A, 104/A, 105/A, 106/A, 107/A, 108/A, 109/A, 125/A, 126/A, 127/A, 130/A, 131/A, 135/A,

136/A, 160/A, 161/A, 162/A, 170/A, 171/A, 180/A, 181/A, 182/A, 183/A, 184/A, 190, Summary of Areas and Accommodation (LBI REG: 11141). 111/B, 132/A, 615 (LBI REG: 11142).

RECOMMENDATION:

Approve with conditions & Legal Agreement

REASON TO GRANT:

This proposal has been approved following consideration of all the relevant policies in the Development Plan (Unitary Development Plan 2002 and the London Plan 2008), Government Planning Policy Guidance/Statements and other material considerations.

- This decision was made by the Members of the Planning Committee at the meeting on 29/07/2010;
- The site has been identified as an acceptable location for development that would be higher than the predominant surrounding building heights. The proposed development would not detract from the appearance of existing buildings but would be appropriate in terms of height and scale and respond to its setting and the existing urban form in accordance with policies 4B.1, 4B.2, 4B.3, 4B.8, 4B.9 and 4B.10 of the London Plan 2008, policies Env1, Env8, D1, D3, D4 and D5 of the Islington Unitary Development Plan 2002, policies contained within the Core Strategy Submission Document 2010 and guidance contained within the Building Heights Planning Advice Note 2005 and Islington Urban Design Guide 2006;
- The proposed building, by virtue of its height and location would not affect protected views of St Paul's in accordance with policies 4B.16, 4B.17 and 4B.18 of the London Plan 2008 and policy D17 (Local views) of the Islington Unitary Development Plan 2002;
- The principle of high quality contemporary design is considered to be appropriate in this location. The sculptured façade with recessed windows and balconies would create a robust building of high design integrity and subject to a condition requiring samples of all facing materials to be submitted for approval would be in accordance with policies 4B.1, 4B.2, 4B.3 and 4B.8 of the London Plan 2008, policies D1, D3, D4 and D5 of the Islington Unitary Development Plan 2002, policies within the Core Strategy Submission Document 2010 and guidance contained within the Islington Urban Design Guide 2006;
- The provision of 25 self-contained residential units comprising 100% affordable accommodation, including 3 wheelchair accessible units would comply with policies 3A.1, 3A.2, 3A.3, 3A.5, 3A.6, 3A.7, 3A.9, 4A.5 and 4B.6 of the London Plan 2008, policies Env2, Env12, H3, H7, H10, H14, H15, H17 and H18 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010;
- Subject to appropriate conditions requiring the implementation of noise attenuation measures, the development would provide a good standard of living accommodation in accordance with policy 3A.8 of the London Plan 2008, policies H3, H7, H10 of the Islington Unitary Development Plan 2002, policies within the Core Strategy Submission Document 2010 and guidance contained within the Planning Standards Guidelines 2002;
- The development would incorporate a green roof and subject to a legal agreement would ensure the provision of replacement tree planting for any trees adjacent to the site lost as a result of the development in accordance with policies 3D.14, 3D.15, 4A.3, 4A.14 and 4B.1 of the London Plan 2008, policies Env1, Env2, Env7, Env24 and D3 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010;
- The development would achieve a good standard of sustainability and subject to appropriate conditions would provide for an acceptable scheme of on-site renewable energy provision in accordance with policies 4A.3, 4A.4, 4A.7, 4A.9, 4A.11 and 4A.14 of the London Plan 2008, policies Env32 and Env38 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010;
- Subject to appropriate conditions the development would provide for appropriate servicing arrangements, cycle provision and refuse/recycling storage. Subject to a legal agreement the development would be car-free and would not have an adverse impact on the surrounding street network. The development would be in accordance with policies 3C.17 and 3C.22 of the

London Plan 2008, policies T4, T18, T23, T34, T45, T52, T55 and T56 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010;

- Subject to appropriate conditions the development would not result in any overlooking or loss of privacy of adjoining properties. Consideration has been given to objections made regarding the impact on neighbouring amenity of nearby properties, specifically in terms of daylight and sunlight and the height, scale and appearance of the building. However, the objections are not considered to be of sufficient weight to outweigh the reasons for granting planning permission. As such, the development is in accordance with policies 4B.1 and 4A.20 of the London Plan 2008 and policies Env1, Env17 and D3 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010;
- The proposed development is subject to appropriate conditions and a legal agreement which seek to facilitate the development and mitigate its potential impacts in accordance with Government Circular 05/05, policies 3B.3 and 6A.4 of the London Plan 2008, policy Imp13 of the Islington Unitary Development Plan 2002 and policies within the Core Strategy Submission Document 2010.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **CONDITION:** The development hereby permitted shall be begun not later than the expiration of three years from the date of this permission.

REASON: To comply with the provisions of Section 71(1)(a) of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (Chapter 5).

2. **CONDITION:** The development hereby approved shall be carried out in accordance with the following approved plans:

Site Plan, Planning Statement, Design Statement, Access Statement, Transport Statement, Travel Plan, Energy Strategy, Preliminary Code for Sustainable Homes Report, Sustainability Statement, Affordable Housing Statement, Extended Phase One Habitat Survey, Noise Assessment, Arboricultural Assessment and Tree Protection Method Statement, Daylight and Sunlight Assessment, 001, 010/A, 011, 030, 040, 095/A, 096/A, 097/A, 100/A, 101/A, 102/A, 103/A, 104/A, 105/A, 106/A, 107/A, 108/A, 109/A, 125/A, 126/A, 127/A, 130/A, 131/A, 135/A, 136/A, 160/A, 161/A, 162/A, 170/A, 171/A, 180/A, 181/A, 182/A, 183/A, 184/A, 190, Summary of Areas and Accommodation (LBI REG: 11141). 111/B, 112/A, 115 (LBI REG: 11142).

REASON: To comply with Section 70(1)(a) of the Town and Country Planning Act 1990 as amended and the Reason for Grant and also for the avoidance of doubt and in the interest of proper planning.

3. **CONDITION:** Details and samples of all facing materials shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure work commencing on site. The samples and details shall include:
 - a) aluminium rain screen cladding (including details of cleaning and weathering);
 - b) window treatment (including sections and reveals);
 - c) metal louvers;
 - d) balustrades;
 - e) treatment to ground floor level including refuse and cycle access doors;
 - f) any other materials; and
 - g) a sustainable procurement plan outlining commitments to sustainable sourcing of materials.

The development shall be carried out strictly in accordance with the details so approved and

maintained as such thereafter.

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard in accordance with policies 4A.3, 4B.1, 4B.2, 4A.3, and 4B.8 of the London Plan 2008 and policies Env1, Env2, D1 and D4 of the Islington Unitary Development Plan 2002.

4. **CONDITION:** The secure bicycle store hereby approved shall be provided prior to the first occupation of any part of the development. The development shall be carried out strictly in accordance with the plans approved and no change there from shall take place without the prior written consent of the Local Planning Authority.

REASON: To ensure adequate cycle parking is available and easily accessible on site and to promote sustainable modes of transport in accordance with policy 3C.22 of the London Plan 2008 and policies T34 and T52 of the Islington Unitary Development Plan 2002.

5. **CONDITION:** The refuse/recycling provision hereby approved shall be provided prior to the first occupation of any part of the development. The development shall be carried out strictly in accordance with the plans approved and no change there from shall take place without the prior written consent of the Local Planning Authority.

REASON: To ensure the provisions of adequate refuse and recycling storage facilities and to protect the amenities of neighbouring properties in accordance with policy 4A.22 of the London Plan 2008 and policies D3 and Env38 of the Islington Unitary Development Plan 2002.

6. **CONDITION:** Details of the biodiversity (green) roof shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The biodiversity (green) roof shall be:
- a) biodiversity based with extensive substrate base (depth 50-150mm);
 - b) laid out in accordance with drawing 111/2 hereby approved; and
 - c) planted/seeded with an agreed mix of species within the first planting season following the practical completion of the building works.

The biodiversity (green) roof shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies 3D.14, 4A.3, 4A.9 and 4A.11 of the London Plan 2008 and policies Env1, Env2 and Env24 of the Islington Unitary Development Plan 2002.

7. **CONDITION:** The renewable energy technologies (Ground Source Heat Pump and Solar Panels), which shall provide for no less than 20% on-site CO₂ reduction as detailed within the 'Energy Statement' shall be installed in their entirety and fully operational prior to the first occupation of any part of the development. Details of the renewable energy technologies shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include:

- a) The resulting scheme, together with any machinery/apparatus location, specification and operational details;

Should, following further assessment, the approved renewable energy option be found to be no-longer suitable:

b) A revised scheme of renewable energy provision, which shall provide for no less than 20% onsite CO2 reduction, shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The final agreed scheme shall be installed and operation prior to the first occupation of any part of the development.

The development shall be carried out strictly in accordance with the details so approved, shall be maintained as such thereafter and no change there from shall take place without the prior written consent of the Local Planning Authority.

c) Evidence that the scheme of renewable energy provision has been installed in accordance with sub-points a) or b) above, including evidence of commissioning and a copy of the building's Energy Performance Certificate, shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of the development hereby approved.

REASON: In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets by renewable energy are met in accordance with policies 4A.4 and 4A.7 of the London Plan 2008 and policies Env1, Env2 and Env38 of the Islington Unitary Development Plan 2002.

8. **CONDITION:** The two lifts as shown on the hereby approved drawings shall be installed in their entirety and fully operational prior to the first occupation of any part of the development. The two lifts shall be permanently maintained in working order to the satisfaction of the Local Planning Authority.

REASON: To ensure that adequate access is provided to the residential units on all floors in accordance with policy 4B.5 of the London Plan 2008 and policy D3 of the Islington Unitary Development Plan 2002.

9. **CONDITION:** The three wheelchair accessible units hereby approved shall be provided in strict accordance with the details hereby approved prior to the first occupation of any part of the development.

REASON: To ensure provision of wheelchair housing as agreed, in a timely fashion and to address the backlog of and current unmet housing needs, produce a sustainable mix of accommodation and provide appropriate choices and housing opportunities for wheelchair users and their families in accordance with policy 4B.5 of the London Plan 2008 and policies H3, H7 and H10 of the Islington Unitary Development Plan 2002.

10. **CONDITION:** The development shall achieve a Code of Sustainable Homes rating of no less than 'level 4'. Evidence confirming the achievement of 'level 4' shall be submitted to and approved in writing by the Local Planning Authority. The evidence shall be provided in the following formats and at the following times:

- i) a design stage assessment, supported by relevant BRE interim certificate(s), shall be submitted at pre-construction stage prior to commencement of superstructure works on the Building/Phase to which it relates; and
- ii) a post-construction assessment, supported by relevant BRE accreditation certificate(s), shall be submitted following the practical completion of the Building/Phase to which it relates and prior to the first occupation of that Building/Phase.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: In the interest of addressing climate change and to secure sustainable development in accordance with policies 4A.1, 4A.2, 4A.3 and 4A.9 of the London Plan 2008 and policies Env1 and Env2 of the Islington Unitary Development Plan 2002.

11. CONDITION: No development/demolition works shall be commenced unless and until details of a construction logistic plan (CLP) that rationalises construction traffic with the aim to avoid peak traffic periods on the road network off the Transport for London Road Network and reduce the total number of trips made shall be submitted to and approved in writing by the Local Planning Authority (in consultation with TfL) prior to any demolition works commencing on site.

The development shall be operated strictly in accordance with the details so approved.

REASON: To minimise traffic impacts on Transport for London's Road Network in accordance with policies 3C.18, 3C.23, 3C.25 and 4A.28 of the London Plan 2008 and policies D3, T15, T21 and T55 of the Islington Unitary Development Plan 2002.

12. CONDITION: The windows located on the east elevation of the development and as shown annotated on the hereby approved drawing 132/A shall be fitted with louvers in strict accordance with the details shown on drawing 615 prior to the first occupation of any part of the development and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

REASON: In order to prevent unreasonable overlooking of neighbouring premises in accordance with policies D3 and E17 of the Islington Unitary Development Plan 2002.

13. CONDITION: Full details of a scheme of noise attenuation, including glazing and external cladding specification shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The details shall demonstrate that all noise sensitive rooms would meet the following noise criteria (in accordance with BS8233 1999: 'Sound Insulation and Noise Reduction for Buildings - Code of Practice'):

- Bedrooms (23:00 to 07:00 Hrs): 30dB LAeq, 45dB LMax for individual noise events
- Living rooms (07:00 to 23:00 Hrs): 35dB LAeq.

The details shall also include the specification of tests designed to demonstrate that the installation and construction works have been undertaken as approved. The development shall be carried out strictly in accordance with the details so approved prior to the first occupation of any part of the development and shall be maintained as such thereafter and no change there from shall take place without the prior written consent of the Local Planning Authority. None of the hereby approved dwellings shall be occupied until such a time that the approved tests are met.

REASON: In the interest of securing an appropriate internal environment in accordance with policy 3A.6 of the London Plan and policies Env17 and H3 of the Islington Unitary Development Plan 2002.

14. CONDITION: Notwithstanding the details shown on the hereby approved plans, all balustrades on the external balconies shall be 1500mm in height.

REASON: In order to improve the amenity value of the external balconies in accordance with policy 3A.6 of the London Plan and policies Env17 and H3 of the Islington Unitary

Your attention is drawn to any **informatives** that may be listed below:

1. SECTION 106 AGREEMENT

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

2. DEFINITION OF 'SUPERSTRUCTURE' AND 'PRACTICAL COMPLETION'

A number of conditions attached to this permission have the time restrictions prior to 'superstructure works commencing on site' and/or 'practical completion'. The Council considers the definition of 'superstructure' as meaning: the part of a building above its foundations, and the site-wide basement level slab. The council considers the definition of 'practical completion' to be: when the work reaches a state of readiness for use or occupation even though there may be outstanding works/repairs to be carried out.

3. MATERIALS

Materials procured for the development should be selected to be sustainably sourced and otherwise minimise their environmental impact, including through maximisation of recycled content, use of local suppliers and by reference to the BRE's Green Guide Specification.

Signature will appear here

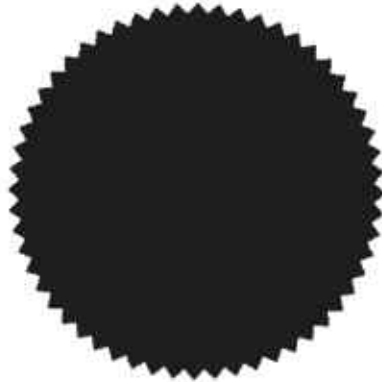
APAS/2040/Draft decision notice (Approve)

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ONLY

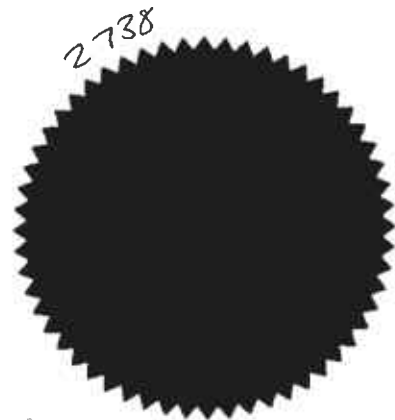
THE COMMON SEAL OF THE COUNCIL)
OF THE LONDON BOROUGH OF)
ISLINGTON was hereunto affixed)
BY ORDER)



M. Daniels
Authorised Officer

63340

THE COMMON SEAL OF THE OWNER)
was affixed)
in the presence of)



Authorised Signatory
Authorised Signatory

[Signature]
[Signature]