



ISLINGTON

DATED

30 August

2012

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON
(the Council)

- and -

OPALMAT LIMITED
(the Owner)

- and -

EFG PRIVATE BANK LIMITED
(the Mortgagee)

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

in respect of

33 Finsbury Square London EC2A 1PL

PLANNING APPLICATION REFERENCE
P102727

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

DATE

30 August

2012

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall, Upper Street, London, N1 2UD (**"the Council"**);
- 2) **OPALMAT LIMITED** a company incorporated in England and Wales (Company No: 07302817) whose registered office is now at Hadley Hurst, Hadley Common, Barnet, Hertfordshire, EN5 5QG (**"the Owner"**); and
- 3) **EFG PRIVATE BANK LIMITED** a company incorporated in England and Wales (Company No: 2321802) whose registered office is at Leconfield House, Curzon Street, London, W1J 5JB (**"the Mortgagee"**); and

and the Council, the Owner and the Mortgagee 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 LN189102
- (C) The Mortgagee is the owner of a charge over the Site dated 5 August 2010 between the Mortgagee and the Owner
- (D) The Application has been submitted to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (F) At a meeting on the Committee Date the Council's Planning

Committee resolved to grant the Planning Permission subject to the prior completion of this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

Accessible Transport Contribution	£4,000 (four thousand pounds) to be spent by the Council towards Accessible Transport Facilities
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Accessible Transport Facilities	means the provision of accessible transport bays or alternative accessible transport measures in the vicinity of the Site
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Act	the Town and Country Planning Act 1990
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Affordable Housing	means subsidised low cost housing allocated to eligible persons who cannot afford to rent or buy housing generally available on the open market, as determined with regards to local incomes and local house prices
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Affordable Housing Contribution	£43,864 (forty three thousand eight hundred and sixty four pounds) to be used by the council towards the provision of Affordable Housing
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Application	the application for full planning permission submitted to the Council for the Development
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and allocated the reference number P102727

Committee Date	13 December 2011
Community Facilities Contribution	£5,841 (five thousand eight hundred and forty one pounds) to be spent by the Council towards Community Facilities Improvements
Community Facilities Improvements	means community facilities improvements in the vicinity of the Site
Crossrail	the rail link authorised by the Crossrail Act 2008
Crossrail Contribution	if the Development is implemented on or before 31 March 2013 £ 136,565 (one hundred and thirty six thousand five hundred and sixty five pounds); and if the Development is Implemented after 31 March 2013, £170,670 (one hundred and seventy thousand six hundred and seventy pounds)
Development	The construction of one additional floor at seventh floor level for office (B1) use; change of use of the lower ground and ground floor levels to B1, A1, A3 or D2 use, new plant level at eighth floor level; new ground floor frontage to Wilson Street
Draft Travel Plan Statement	the draft travel plan statement including a set of potential measures to be included in the Travel Plan prepared in consultation with the relevant Council officer

Employment and Training Contribution	£17,955 (one thousand nine hundred and fifty five pounds) to be spent on the employment and training improvements
Employment and Training Improvements	employment and training Improvements in the London Borough of Islington
Highway Reinstatement Area	means the highways and footways in the vicinity of the Development as shown hatched blue on the Highway Reinstatement Plan
Highway Reinstatement Payment	the payment to be made to the council calculated in accordance with Schedule 3 of this agreement and to be spent by the council on the Highway Reinstatement Works
Highway Reinstatement Plan	means the plan annexed at Schedule 4
Highway Reinstatement Works	the repair and reinstatement of the highway and footways in the Highway Reinstatement Area
Implementation	the date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) the Preparatory Works and "Implement" and "Implemented" shall be construed accordingly
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics

or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties may agree

Index Linked

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

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
Plan	the plan attached to this Deed
Planning Permission	the full planning permission subject to conditions to be granted by the Council pursuant to the Application
Practical Completion	the practical completion of the works required to construct the relevant premises or building or part thereof or works in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer and "Practically Completed" shall be construed accordingly.
Preparatory Works	means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversions and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
Public Open Space Improvements Contribution	£43,482 (forty three thousand four hundred and eighty two pounds) to be spent by the Council towards Public Open Space Improvements

Public Open Space Improvements	means public open space improvements in the vicinity of the Site
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: <ul style="list-style-type: none"> a) the line and level of footways and carriageways; and b) the condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; and gullies (to be checked for blockages)
Site	the land against which this Deed may be enforced as shown edged red on the Plan and known as 33 Finsbury Square, London, EC2A 1BB
Sports and Recreation Contribution	£23,188 (twenty three thousand one hundred and eighty eight pounds) to be spent by the Council toward Sports and Recreation Improvements
Sports and Recreation Improvements	means sports and recreation improvements in the vicinity of the Site
Substantially Completed	the stage of development at which no further planning permission would be required for any of the works done to it
Transport and Public Realm Contribution	£89,159 (eighty nine thousand one hundred and fifty nine pounds) to be spent by the

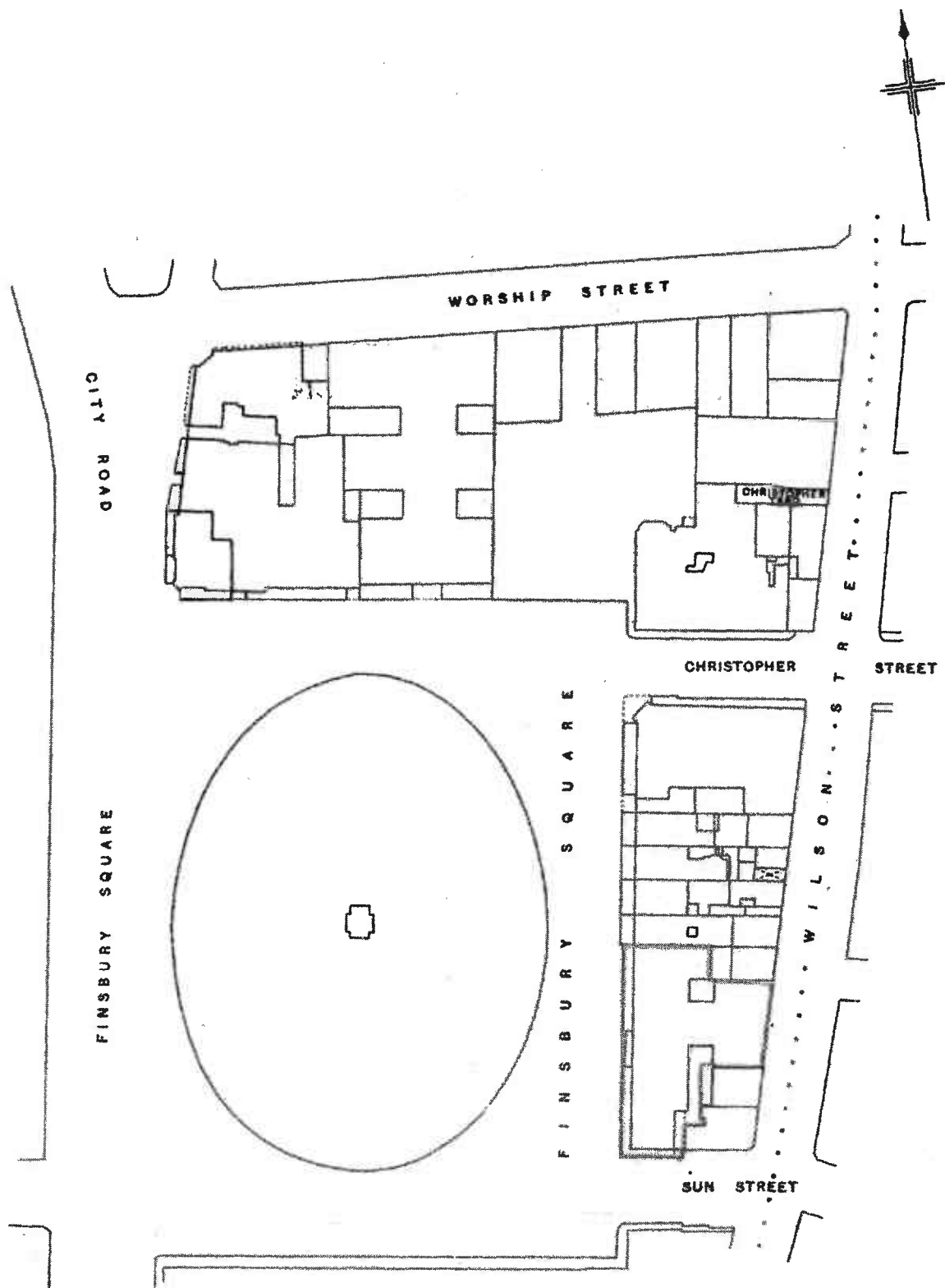
H. M. LAND REGISTRY GENERAL MAP

LONDON

SHEET VII. 56.

SECTION B (Extract from)

Scale 1/1056



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Filed Plan of Title No. LN189102

	Council on the Transport and Public Realm Improvements
Transport and Public Realm Improvements	means the transport and public realm improvements in the vicinity of the Site
Travel Plan	a statement or package of practical measures tailored to the occupiers/users of the Development with the aim of reducing the impact of car travel on the environment and promoting a wider range of cleaner travel choices as per the relevant parts of the Council's Supplementary Planning Guidance on Green Travel Plans including a full travel survey and in consultation with the relevant Council officer
Update on Progress	the update on the Travel Plan taking into account any further measures required by the relevant officer of the Council including an up-to-date full travel survey indicating travel patterns of the users/occupiers of the Development.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include successors in title to that party and to any deriving title through or under that party and in the case of the Council successors to their respective statutory functions.
- 2.8 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.9 The Interpretation Act 1978 shall apply to this Deed.
- 2.10 All Schedules and Annexes attached to this Deed are to be read as if the same were incorporated into the main body of the Deed

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 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 (in relation to the Council's covenants with the Owner further to clause 6 and as set out in Schedule 2) pursuant to Section 111 of the Local Government Act 1972, and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings on the part of the Owner and Mortgagee under this Deed create planning obligations pursuant to Section 106 of the Act which comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are enforceable by the Council as local planning authority against the Owner without limit of time.

4 CONDITIONALITY

This Deed is conditional upon:

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

save in respect of obligations with either immediate or specifically earlier effect such as legal fees and Code of Construction Practice in relation to Preparatory Works

5 THE OWNER'S COVENANTS

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

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 fulfil 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.

- 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) or if it is modified by any statutory procedure or expires prior to Implementation.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

- 7.9 It is agreed and declared between the Parties that nothing contained or implied in this Deed shall prejudice fetter or otherwise affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions rights powers or obligations.

8 MORTGAGEE'S CONSENT

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

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 under this Deed 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 GOOD FAITH AND GOOD PRACTICE

- 13.1 The parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
- 13.2 The parties shall at all times use reasonable endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon any party which is additional to the obligations contained in this Deed.
- 13.3 Where there is a reasonable/best endeavours obligation in this Deeds and the party responsible cannot fulfil the objective of the obligation then on request that party shall provide an explanation of the steps it has undertaken in carrying out its reasonable/best endeavours obligation.

14 DISPUTE RESOLUTION

- 14.1 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
- 14.2 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

- 14.3 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
- 14.4 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.
- 14.5 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

15 NOTICES

- 15.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in Clause 14.3 below.
- 15.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
- a) if delivered by hand, upon delivery at the relevant address;
 - b) if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or
 - c) if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next working day.
- 15.3 The address, facsimile number, relevant addressee and reference for each party are:
- for the Council:
- Address: Strategic Planning and Regeneration, 222 Upper Street, London N1 1XR
Facsimile number: 0207 527 3271
Relevant addressee: Principal Planner – Obligations (section 106)
- for the Owner:
- Address: Hadley Hurst, Hadley Common, Barnet, Hertfordshire, EN5 5QG
Facsimile Number: 0207 650 8789
Relevant addressee: Mr Alexander Mahboubian
Reference: Finsbury Square

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

16 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

- 1.1 The Owner shall give at least 14 days prior written notice to the Council of Implementation.
- 1.2 The Owner shall give at least 14 days prior written notice to the Council of first Occupation.
- 1.3 The Owner shall give at least 14 days prior written notice to the Council of the third anniversary of the first Occupation.

2 ACCESSIBLE TRANSPORT CONTRIBUTION

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

3 TRANSPORT AND PUBLIC REALM

The Owner shall pay the Transport and Public Realm Contribution to the Council prior to or on Implementation

4 EMPLOYMENT AND TRAINING CODE

- 4.1 The Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code annexed at Schedule 5
- 4.2 The Owners shall use best endeavours to procure two work placements for local residents at the Development during the construction phase. Such work placements each to last at least 13 weeks and each be paid by the Owner at least the national minimum wage. London Borough of Islington will recruit for and monitor the work placements. should such placements not be provided then the Owner shall pay to the council £5,000 per placement
- 4.3 The Owner shall pay the Employment and Training Contribution prior to

or on Implementation

5 CODE OF PRACTICE FOR CONSTRUCTION SITES

5.1 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 Practice for Construction Sites annexed at Schedule 7

5.2 The Owner shall prior to or on Implementation pay £1,700 (one thousand seven hundred pounds) 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

6. 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 6

7. COMMUNITY FACILITIES CONTRIBUTION

The Owner shall pay the Community Facilities Contribution to the Council prior to or on Implementation

8 . AFFORDABLE HOUSING CONTRIBUTION

The Owner shall pay the Affordable Housing Contribution on or prior to on Implementation

9 TRAVEL PLAN

The Owner shall not Implement the Development until the Owner has submitted the Draft Travel Plan to the Council for the Council's written approval.

The Owner shall submit the Travel Plan to the Council for the Council's

written approval six months after first Occupation of the Development unless otherwise agreed in writing with the Council.

The Owner shall not Occupy more than 90 percent of the Development until the Travel Plan has been submitted to the Council and approved in writing by the Council.

The Owner shall submit to the Council the Update on Progress on the 3rd anniversary of first Occupation of the Development.

The Owner shall ensure that all owners and occupiers of the Development are made aware of the Travel Plan and any revision in any promotional material and on written request by an occupier/user provided with a copy of the Travel Plan at the Owner's expense.

The Owner shall use all reasonable endeavours to ensure that the owners and occupiers of the Development comply with the provisions of the Travel Plan and any revisions thereto.

10 PUBLIC OPEN SPACE IMPROVEMENTS CONTRIBUTION

The Owner shall pay the Public Open Space Contribution on or prior to Implementation

11 SPORT AND RECREATION CONTRIBUTION

The Owner shall pay the Sport and Recreation Contribution on or prior to Implementation

12 CROSSRAIL CONTRIBUTION

The Owner shall pay the Crossrail Contribution to the Council on or prior to Implementation

SCHEDULE 2 COUNCIL'S COVENANTS

1 REPAYMENT OF CONTRIBUTIONS

- 1.1 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 agreement which sum shall not include the legal costs incurred in drawing up this agreement.
- 1.2 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
- 1.3 The Council covenants with the Owners that on written request by the Owners it will pay to the Owners such amount of any payment made by the Owners to the Council under this Deed which has not been committed in accordance the provisions of this Deed within seven 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.
- 1.4 The Council shall on written request by the Owners provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by

the Owners under this Deed

- 1.5 For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.

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 affect the Highway Reinstatement Area but in any event no later than fourteen (14) days after Practical Completion of the Development the Owner must 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 must:
 - a) calculate (taking into account any reasonable representations of the Owner) the Highway Reinstatement Payment; and
 - b) subsequently issue a request (if appropriate) for payment of the Highway Reinstatement Payment.
- 4 The Owner must pay the Highway Reinstatement Payment to the Council no later than 10 working days after receipt of the request to pay the same in accordance with paragraph 3 above.

SCHEDULE 4
HIGHWAY REINSTATEMENT PLAN

This drawing is issued upon the express condition that it is not to be used for any purpose other than that for which it is issued and that the user of this drawing shall be responsible for its use.

SUN STREET

FINSBURY SQUARE

Bank
33 to 37

Boro Const & LB Bdy

Chapel

EAP



[Signature]
AUTHORISED OFFICER
666155

ISLINGTON
Borough Council & Regeneration
Street Management Services
222 Upper Street, London, N1 1RQ

Drawn by		Date	
Drawn by	Owner	Checked	Approved
Drawn by		Date	

SCHEDULE 5

CODE OF EMPLOYMENT AND TRAINING

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.

LBI –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 LBI 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 Aristotkle 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 Aristotkle
Construction Workplace Co-coordinator
Tel: 0207 527 3559
Fax: 0207 527 3096
Mob: 07970 835 210
email: saristotkle@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 LBI 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 PROCUREMENT

LOCAL PROCUREMENT CODE.

SECTION 106.

1. INTRODUCTION

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

The code is also designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, the Council's regeneration department and in particular the dedicated Section 106 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 liaise 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 7
CODE OF CONSTRUCTION PRACTICE



ISLINGTON

ISLINGTON COUNCIL

CODE OF PRACTICE FOR CONSTRUCTION SITES

January 04

INTRODUCTION

Islington Council recognises that demolition and construction are an important part of our Borough's development and regeneration. However in improving our working and living environment the impact of construction works however transient, on those in the surrounding neighbourhood, must not be overlooked.

The Council has therefore developed this Code of Practice for the Local Authority, the developer and contractors, community groups and commercial users, as a guidance on the interpretation and application of good environmental practice.

The Code is likely to be introduced early on in the planning application process as an "informative" document, and may be conditioned as a Section 106 agreement. The Council in this document intends to work with the developer and contractors in recognising and addressing potential construction impacts. Effects such as air pollution, noise and vibration impacts, traffic congestion, dust and contamination of land and water. By making contractors aware at an early stage of our Construction Code of Practice, preventative measures can be put in place from the start and incorporated into the project.

It is intended that the Code will apply to all types of building works: demolition, site preparation, excavation and tunnelling works, maintenance, construction and fit outs. There will be some cases though such as emergency works, where the guidelines of the Code cannot be applied. The developer, contractor is advised to contact the Public Protection Division as soon as possible in these cases. It is also recognised that it may not be appropriate to apply the Code to some smaller developments. In these cases we would expect the spirit of the Code to be embraced.

It will be the responsibility of the main contractor to ensure all sub contractors and workers are aware and comply with the provisions of the Code.

Further advice can be sought from Considerate Constructors at [Http://www.ccscheme.org.uk/](http://www.ccscheme.org.uk/)

LEGAL FRAMEWORK.

This Code is for guidance only. Contractors are advised to contact their own legal adviser if in any doubt of any legal obligations.

Where the Code has been incorporated into the planning consent as part of a S106 agreement, failure to comply could result in legal action being taken.

As a guide of good environmental practice, compliance should negate the need for the Council to serve Statutory Notices. However should it be necessary the Council will use all available powers to enforce considerate working.

The contractor may wish 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 most helpful in making a successful application. The contractor is advised to contact the Public Protection Division for advice and an information pack.

With respect to noise and vibration control the Council expects the contractor to apply Best Practicable Means (bpm) at all times as defined in section 72 of the Control of Pollution Act 1974. In addition all recommendations and good practice as detailed in British Standard 5228:1997, Noise and Vibration Control on Construction and Open Sites shall be implemented and complied with.

The contractor has a duty of care to ensure that all activities comply with all current codes of practice and other relevant documents.

COMMUNITY RELATIONS

It is often found that by pre-warning local residents and businesses of activities that are likely to take place on site, will alleviate most concerns. By having a point of contact for enquiries or complaint shows that the contractor is taking responsibility for his actions and is aware of the surrounding community.

To this end we advise that the main contractor appoint an individual responsible to provide liaison with the local authority, the local residents and business community. The liaison officer or nominated substitute will need to be available at all times during the operation of the site.

The main contractor will display on the site boundary a contact board. This should include information such as the contractors names, the name of the nominated liaison officer, a contact number and address for forwarding complaints. The developer should also confirm that they are working to the standards identified in the Council's Code of Practice and any registration to the Considerate Contractors Scheme where relevant. In the case of emergencies a 24 hour contact number should also be displayed.

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

At least two weeks prior to works starting, the main contractor will provide a leaflet drop to the surrounding community both residential and commercial, informing of the proposed works. This will also need to include a start and likely finish date, and the contact name and number of the liaison officer. If works are to extend beyond the permitted working hours and agreed with the local authority it is likely a further leaflet drop will be required.

HOURS OF WORKING

The Council's core working hours are

08.00 - 18.00 Monday to Friday
08.00 – 1300 Saturday

There will be no *noisy* working outside of these hours (including Sundays or Public / Bank Holidays.)

As far as reasonably practicable the contractor will adhere to these hours.

Work outside of these hours will only be considered where possession of roads or railway are necessary for access, or for reasons of safety and will be negotiated with the local authority. Prior notification of requested works must be made to the Public Protection Division at least 7 days in advance. This should include details of the necessary works and why they cannot be undertaken during the core hours, measures being taken to reduce noise levels, and predicted noise levels at residential facades.

The Council acknowledges that some activities can take place on site without residents being disturbed. Such works may be undertaken outside of the core hours where they are inaudible at the nearest noise sensitive facade.

STANDARDS TO PROTECT THE ENVIRONMENT : THE SITE

HOARDINGS

Permission to erect hoardings on the Public Highway require a license under s172 of the Highways Act 1980. Contractors should contact the Highways Department for advice.

Sites should be fully enclosed to protect the general public. The basic structure should be of plywood faced, timber-framed hoarding with a minimum mass per unit of surface area of 7kg/m². It should be no less than 2.4m in height. Where the site is very close to sensitive receivers a higher standard of construction and height may be required for noise mitigation.

Where the hoarding will egress on gullies, public lighting, fire hydrants and parking bays the contractor will need to seek permission from the relevant bodies.

Hoarding may not be used for advertising purposes. It should display however site information such as, project name and duration, the contractors name and telephone number of a named individual for emergencies and complaint.

The Council would look to the contractor to re-use hoardings in line with the Council's Sustainability Policy.

GATES

Gates must not open out across a highway, Section 153 of the Highway Act 1980 applies. They must also not face onto sensitive receivers, thereby minimising noise transmitted from site activity and deliveries. Where space allows vehicles should enter and leave the site in a forward direction. Gate marshals shall be employed by the contractors to ensure the safety of pedestrians using the walkway when vehicles are moving to and from the site.

SCAFFOLDING AND GANTRIES

Scaffolding which will encroach onto the public highway, or overhang the public highway, require special licenses. The contractor is advised to contact the Council's Highway department for specific advice.

LIGHTING

The contractor shall ensure that any lighting of the site and its perimeter is sufficient for the safety of the passing public. Shadows shall not be caused on surrounding footpaths and roads by the site hoarding. In addition the lighting shall be located and directed so that it does not cause undue intrusion to adjacent residential properties, nor distraction to passing motorists. The Highways department should be contacted for the appropriate licence.

VEHICLE MOVEMENTS

Where practicable all loading and unloading of vehicles shall take place within the site boundary and off the public highway. Deliveries and collections should only take place within the permitted working hours of the site. Where it is necessary for special loads to be delivered outside of the permitted working hours the Public Protection Division shall be notified at least 7 days in advance.

All cranes used on the public highway require a Licence issued by the Highway Department. Highways must also be contacted before the movement, erection or dismantling of large loads.

Parking of lorries on the highway in the vicinity of the site, day or night is not permitted. Vehicle movements should be planned so that queuing does not occur. All movements of plant and material to and from the site by road must be along agreed routes only.

Within Islington there are three areas in which the movement of vehicles with a plated gross weight in excess of 7.5T (7500kg) is restricted. Such vehicles may only enter these areas in order to load or unload. It is permitted to use the trunk roads that form the boundaries of the restricted areas. Contractors must ensure drivers of larger vehicles are instructed not enter the restricted areas. The restricted areas are as follows:

- Barnsbury & Lower Holloway, which is the area bounded by Caledonian Road, Pentonville Road, Upper Street and Holloway Road, with the exception of Liverpool Road which has no restrictions.
- Canonbury East, which is the area bounded by Essex Road, New North Road, Southgate Road and Balls Pond Road.
- Thornhill, which is the area bounded by Camden Road, York Way, Hilmarton Road, Caledonian Road and Pentonville Road.

The following roads have bridges that are subject to gross vehicle weight restrictions:

Cowcross Street at 20 Tonnes,
Grosvenor Ave N5 at 14 Tonnes,
Roman Way N7 at 10 Tonnes

Routes for oversized vehicles are listed at Scotland Yard.

Any damage to the pavement, kerbs or carriageways is to be made good to the satisfaction of the Council as soon as practically possible.

Fly tipping will not be permitted, loads must be deposited only at authorised tips, permitted to receive that particular waste. Advice on specialised waste and location of authorised tips should be sought from the Environment Agency. A sequentially numbered ticket system should be operated at all sites to confirm the deposition at approved sites.

The Council may require lorries associated with the site to display stickers or markings which readily identify them to the works.

PARKING CONTROLS

All waiting and loading restrictions will apply if the site is within a Controlled Parking Zone.

Where it is not practicable to load and unload on site the contractor must liaise with Parking Services if dispensations or parking place suspensions are necessary to enable this to take place on the highway. Suspension and dispensations can be negotiated for vehicles actively involved in connection with the works but cannot be obtained for site managers, agents or subcontractors etc. When visiting the site these vehicles must park legally at pay and display machines, off the highway or in uncontrolled streets.

MUD ON THE ROADS

Hardstanding areas must be made available on site for parking and for vehicles entering and leaving the site. At the site exit wheel washing facilities are to be used to control mud spilling onto the highway. Mud and spillage is to be cleaned off the pavements and roads immediately. A mechanical road sweeper shall be used to clean the site hardstanding areas and any mud deposited on the pavement or highways. The road sweeper must be used regularly as and when needed.

Spoil lorries leaving the site should be sheeted to prevent overspill or release of dust from their loads.

SAND BLASTING

This is a particularly noisy and dusty operation, requiring specific care. Work areas should be completely enclosed with sheeting. This should be checked regularly. The Environment Agency and Thames Water should be consulted where large volumes of water is to be used in cleaning.

STANDARDS TO PROTECT THE ENVIRONMENT : POLLUTANTS

DUST

An effective means of dust control is basic good site housekeeping. By controlling dust at source by covering, damping or containing will prevent its distribution off site. The following is not an exhaustive list but gives advice on general techniques to be employed.

Storage locations for all materials that may create dust, including spoil, will be

- Away from the site boundary, except when impractical,
- Aggregated, where possible avoiding multiple stockpiles,
- Enclosed where possible,
- Adequately screened to prevent loss by wind,
- Damped down where practical, when being handled, especially for storage locations designed for long term use.

Mixing of large quantities of concrete or Bentonite slurries should be carried out in enclosed/shielded areas.

Cutting and grinding operations should be undertaken using dust suppression techniques.

Spoil should be regularly damped down when handled, including watering of rubblechutes and spraying of structures being demolished. Rubblechutes should be continuous with no gaps and closely fitted to point of discharge into skip.

Within the site boundary, major haul routes should be stabilised (e.g. concrete or compacted) to reduce off-site transport of soil and materials. These should be delineated and regularly watered and brushed.

At the site exit, provision should be made for wheel washing and vehicle spraying. This area should be hardstanding with adequate drainage to avoid creating large amounts of mud. Where vehicles cross the pavement this should be regularly cleaned.

Vehicles transporting materials or skips, likely to cause dust shall be covered when travelling on and off sites.

Highways and pavements should be cleaned regularly and in addition to complaints or request from the Council.

Further advice can be sought from the draft BRE Code of Practice.

AIR POLLUTION

There are to be no on-site bonfires for any purpose.

The contractor will ensure all plant is properly maintained and throttled down or switched off when not in use as a means of controlling engine fumes.

Precautions shall be taken to control the emission of fumes from stored fuel oils for safety and potential nuisance reasons.

Where tar boilers are to be used these should be sited away from residential premises. The boiler lid should remain in place throughout its use.

The contractor is advised to contact the Council's Scientific Services Team as regards our Air Quality Management Area. In these areas the Council will be looking for vehicles conforming to the latest EU standards for emission control.

CONTAMINATED LAND

PPG23, *Planning Policy and Guidance: Planning and Pollution Control* (June 1994), highlights the need to be aware of land contamination issues when considering planning applications. Where contamination is suspected, the developer is responsible for investigating the land to determine what remediation measures are necessary to ensure its safety and suitability for the purpose proposed, and for actual remediation.

In such cases it is the responsibility of the developer to demonstrate to the Council that a comprehensive risk assessment associated with land contamination is undertaken. Such assessments should be based on the suitable for use approach and identify 'pollutant linkages' this includes determining potential sources of contamination, identifying appropriate receptors and assessing potential pathways on an individual site by site basis. Investigative works should be carried out in consultation with the Council's Pollution Team.

Appropriate recommendations should be made based on this risk assessment and provided to the Council. Should remediation measures be considered necessary a full remediation statement should be submitted for approval.

Listed below is 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.
- British Standards Institution BS5930: 1999 *Code of Practice for Site Investigation*, BSI (London).
- British Standards Institution BS10175: 2001 *Investigation of Potentially Contaminated Sites- Code of Practice*, BSI (London).
- Department for Environment, Food and Rural Affairs and the Environment Agency. (2002) *The Contaminated Land Reports: CLR 7-10*. DEFRA 2002

WASTE DISPOSAL AND THE 'DUTY OF CARE'

In some cases remediation may involve the excavation and disposal of soils, it is important to ensure that this activity is licensed. Section 34 of the Environmental Protection Act 1990 (effective from 1st April 1992) places a 'Duty of Care', on all those involved in dealing with waste from its generation to its disposal.

It is necessary that material is disposed of to an appropriately licensed or exempt waste management facility, in order to discharge obligations under the 'Duty of Care'. Details regarding appropriate licensed disposal points and registered carriers are available from the Environment Agency. The requirements of the Waste Management Licence Regulations 1994 and associated Code of Practice require the provision, amongst other things, of a description of the waste which is sufficiently detailed to ensure the waste is not mismanaged.

ASBESTOS

Contractors are expected to carry out risk assessments for the works 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.

Works involving the treatment or removal of asbestos products should be carried out by a licensed asbestos removal contractor. Contractors must comply with current statutory requirements, HSE Approved Codes of Practice and Guidance.

All asbestos waste shall be disposed of by a licensed contractor in compliance with Environmental Agency requirements. The following legislation applies :

- Control of Pollution (Special waste) Regulations 1996
- Health and Safety at Work act 1974
- The Asbestos Licensing Regulations 1983 and amendments
- The Control of pollution (Special Waste) Regulations 1996.

NOISE

The contractor may wish 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 most helpful in making a successful application. The contractor is advised to contact the Public Protection Division for advice and an information pack.

In predicting the likely noise impact of the construction works on neighbouring residential premises, guidance should be sought from BS 5228 for the calculation methodology and source data.

The Council does not have a noise standard for the borough, given the diversity in its noise climates. Instead the following is offered for guidance.

Where works are proposed a background noise survey should be undertaken prior to commencement onsite. This should identify surrounding residential properties and nearest noise sensitive facades. Values should be measured as 1 hour LA_{eq} and 10 hour LA_{eq} . (08.00 – 18.00 hrs)

If the predicted values exceed the measured corresponding background values at sensitive facades by 5dB(A) or less, the impact will not be considered to be significant.

If the predicted values exceed the measured corresponding background values at sensitive facades by between 5dB(A) and 10dB(A), the impact will be considered to be tolerable, but attempts should be made to reduce it.

If the predicted values exceed the measured corresponding background values at sensitive facades by 10dB(A) or more, the impact will be considered to be significant and the contractor will review equipment and methodologies.

With vibration the Council has adopted the following levels in terms of temporary or short term effects. These are measured 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 for residential accommodation, listed buildings, offices in A2 use and those properties in a poor state of repair, 5mm/s PPV non vibration sensitive buildings.

More stringent criteria maybe necessary for those commercial premises with a vibration sensitive use , such as hospitals, photographic studios and educational premises.

In situations where construction vibration is likely to be continuous, it may be more prudent to set limits in terms of Vibration Dose Value (VDV). Here guidance in BS 6472 : 1992 Evaluation of human exposure to vibration in buildings (1Hz to 80 Hz) should be sought.

The Council expects all contractors working on site to conform with the guidance in BS 5228 Parts 1,2 and 4. This requires that Best Practicable Means (BPM) will need to be employed in the control of noise and vibration and the suppression of dust.

BPM as defined in Section 72 of the COPA 1974.

2) Practicable means reasonably practicable having regard among other things to local conditions and circumstances, to the current state of technical knowledge and to the financial implications.

3) The means to be employed include the design, installation, maintenance and manner of periods of operation of plant and machinery, and the design, construction and maintenance of buildings and acoustic structures.

Some examples of methods to minimise noise and vibration generated by construction works are given below. Further guidance should be sort from British Standard 5228: pt 1. 1997.

- Plant and machinery should be chosen which has the quietest noise output for the required activity. If the activity is inherently noisy then alternative methods of working shall be considered. The contractor will ensure that noise exposure of personnel on site does not exceed specified levels stated in the Noise and Work Regulations 1989.
- Plant and vehicles associated with site work shall be fitted with effective silencers wherever available and maintained in good working order. Acoustic covers on

engines should be kept closed during their use. Equipment shall be operated in a manner as to minimise noise generated. Equipment used intermittently shall be shut down when not in use, or throttled to a minimum. All plant used shall comply with national and international standards.

- Plant and machinery shall be located as far away from noise sensitive properties as reasonably practicable. Additional mitigation in the form of barriers and enclosures should be used where activities are likely to be noisy at sensitive premises. Advice for the construction of such structures can be found in BS 5228 part 1 1997. Appendix B3/ B4. Careful siting of potakabins and stores can be utilised as on-site barriers between noisy works and sensitive receivers. Sites should be enclosed by hoardings to reduce noise breakout from site activities. The location of gates and access points should not face onto sensitive receivers and should be controlled at all times to ensure a minimum opening time.
- All deliveries to the site and removal of waste shall take place during the permitted working hours. Vehicles will not be allowed to queue on the public highway. Wherever practicable lorry holding areas should be provided by the contractor within the worksite.
- Where piling is to take place, methods should be employed to reduce the generation of noise and vibration. Alternative methods should be considered and applied to impact driven piles, such as continuous flight auger injected piles or auger bored piles. Guidance can be sort from BS 5228 1992 Part 4.
- Fixed items of construction plant should be electrically powered rather than diesel or petrol driven. Where this is not possible alternative mitigation should be provided.
- Sufficient time should be allowed for lengthy concrete pours. Where over runs are likely the Public Protection Division should be contacted.
- Where possible, equipment that breaks concrete by pressure rather than percussion should be used.
- Site personnel shall be informed of the need to minimise noise both to protect the community and their own health and safety. Un-social behaviour such as shouting, use of radios, swearing must not take place.

WATER

Site run off and waste water generated through site activities shall be disposed off in accordance with the requirements of the Environment Agency and Thames Water Utilities Ltd. Adequate protection must be in place to ensure any potentially hazardous material used on site does not come into contact with water courses, ground water or waste water.

A sustainable urban drainage system (SUDS) should be devised for the construction phase. Suds aims to minimise the quantity and improve the quality of water before it is discharged from a building, to reduce flooding and pollution.

The contractor should investigate ways in which to re-use water that is usually wasted during construction. For example the collection, storage and re-use of water that collects on site for lower grade uses.

For further advice contact our Environmental Policy Co-ordinator in the Development Plan Section.

PEST CONTROL

Contractors will be required to bait for rodent pests, prior to site disturbance. If infestation exists on site the contractor will be required to take steps to eradicate it. Where poison is laid, access should not be possible by children.

Preventative measures must also be taken such as the correct and satisfactory stopping and sealing of all disused drains and sewers. There shall be no accumulation of rubbish or putrescible material on site. All on-site messing/catering must pay strict attention to food delivery, handling, storage and disposal.

STANDARDS TO PROTECT THE ENVIRONMENT : ECOLOGY AND WILDLIFE


SUSTAINABILITY

The Council is keen to promote the positive use of surplus materials, in reducing environmental impact and costs from disposal. Therefore where possible materials found on site or result from demolition works should be utilised in the planned development.

Waste

The contractor should aim to reduce the quantity of waste produced during demolition and construction.

The waste hierarchy:

Reduction	Waste prevention	 Increasing waste management performance
	Waste minimisation	
Re-use	On-site re-use	
	Off site re-use	
Recycle	On site recycling	
	Off site recycling	
Disposal	Disposal – duty of care	

To maximise the re-use and recycling of demolition materials, the contractor, developer should undertake a Demolition Waste Audit of the development site *before* demolition. A materials salvage phase should be implemented where construction and surplus materials may be recovered from the site, including:

- brick, concrete, hardcore;
- subsoil, topsoil,
- timber, metal, steel frames, plastics,
- infrastructure – e.g. granite kerbs, signs.

Where possible these should be re-used for lower quality uses e.g. access roads and footpaths, or as a concrete aggregate;

A Construction Waste Management Plan should also be developed addressing waste arising through the development process, find ways of minimising them and ways of re-using and recycling waste.

Markets could be identified for sale/donation of materials such as the BRE Materials Information Exchange*, Waste Alert North London's (Islington Council is a member) Waste Exchange Listing Service, this is locally available (See also www.surplushop.com, www.click2waste.com.)

For further advice on Sustainability contact our Environmental Policy Co-ordinator in the Development Plan Section.

PROTECTION OF TREES

Prior to works starting the contractor is required to undertake a tree survey within the site and to include those trees on adjoining land that are located within a distance

from the site boundary equivalent to half the height of the tree. This survey should identify species, age, canopy spread and condition of the tree, clump or individual as well as ground levels at the base of the trunks. This, together with any works proposed to the trees, must be supplied to the Council's Planning Department to determine if any are protected by Tree Preservation Orders or are preserved by virtue of being in a Conservation Area. Previously unprotected trees may be deemed worthy of protection!

Where any tree is cut down without agreement or dies as a consequence of site activity the contractor is required to provide a replacement. These should be agreed in advance with the Council's Tree Preservation Officer. Every tree planted should be replaced until successfully established.

During works, the contractor shall ensure adverse effects on mature trees are minimised, for example;

- Trees should not be used for fixtures or fittings.
- No materials should be stored against trunks or under the spread of the tree.
- No flames should be allowed within 5m of the outer branches of the crown
- No change in soil level should be permitted within the canopy spread of any trees.
- Where trenches are required for services, these should be hand dug outside of the branch spread of the tree with all roots over 2.5cm being retained.

Additional advice can be sought from BS 3998 and the Council's Tree Preservation Officer.

ECOLOGY

Certain sites in the Borough are of wildlife value and note should be taken of these sites at the design stage where these are to be affected. Many are very susceptible to disturbance and advice should be sought from the Council's Nature Conservation Officer. (Greenspace)

Under the Wildlife and Countryside Act 1982, all species of bat and their roosts are protected by law. If the contractor believes that bats may be present in locations likely to be affected by the works, then all works must cease and the contractor must contact the Council's Conservation Officer.

ARCHAEOLOGY

Where it is known that a site has archaeological importance or potential, archaeological investigation will be required, either as a desk-top 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 undertaken before possession of the site. The Greater London Archaeological Service, based at English Heritage, should be alerted to any archaeological matters. Any discovery of human remains, or potential human remains, must be notified immediately to the Home Office and to the Greater London Archaeological Service.

Useful Contacts:

Public Protection Division
Environment and Conservation
159 Upper Street
London N1 1RE
T. 020 7527 3816

Building Control Services
Development House
8A Barnsbury park
London N1 1QQ
T. 020 7527 5999

Highways
Environment and Conservation
Municipal Offices
222 Upper Street
London N1 1YA
Street Scene : 020 7527 2000

Parking Management
29-33 Old Street
EC1V 9HL
For permits please attend in person with documentation (09.00 to 12.00 hrs)


Environmental Policy Co-ordinator
Planning Policy and Projects Team
Environment and Conservation
Municipal Offices
222 Upper Street
020 7527 2001

Conservation Officer
Development Control
Environment and Conservation
Municipal Offices
222 Upper Street
020 7527 2791

Considerate Constructors Scheme
PO Box 75
Great Amwell
Ware
SG12 9UY
01992 550050

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




Authorised Officer
64155

EXECUTED AS A DEED BY
OPALMAT LIMITED acting by a
Director and its Secretary or by
two Directors




Director / Secretary

Director

EXECUTED AS A DEED BY EFG
PRIVATE BANK LIMITED acting by
~~a Director and its Secretary or by~~
~~two Directors or by its authorised~~
~~attorney~~ IN THE PRESENCE OF



PHILIP AMPHLETT


CHRISTOPHER WILSON
LECONFIELD HOUSE
CURZON STREET
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