



ISLINGTON

DATED

20th

APRIL 2011

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

- and -

3 & 10 FINSBURY SQUARE LIMITED

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

In respect of

**3 and 10 Finsbury Square, London
EC2A 1AE**

PLANNING APPLICATION REFERENCE

P102295 ("SCHEME B")

Debra Norman

Head of Law

Town Hall

Upper Street

London N1 2UD

DATE 20th APRIL 2011

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **3 & 10 FINSBURY SQUARE LIMITED** (incorporated in Bermuda with company number 37354) care of Pembroke Real Estate, 25 Cannon Street, London EC4M 5TA ("**Owner**");

RECITALS

- (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 LN233812.
- (C) The Owner submitted the Application to the Council. The Council's case officer refused the Application under delegated powers and the Council's reasons for refusal were detailed in a letter from the Council dated 21 February 2011.
- (D) An appeal against the refusal of the Application was submitted on behalf of the Owner on 23 February 2011. This appeal was given Planning Inspectorate reference APP/V5570/E/10/2148054 and was scheduled to be heard by way of inquiry beginning on 12 April 2011.
- (E) The Council and the Owner have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

Accessible Transport Contribution	the sum of £14,000 to be spent by the Council towards accessible transport bays or alternative accessible transport measures in the vicinity of the Site;
Act	the Town and Country Planning Act 1990;
Additional Affordable Housing Contributions	the amount calculated pursuant to paragraphs 3 and 4 of Schedule 2 of this Deed;

Application	the application for full planning permission dated 19 October 2010 submitted to the Council for the Development and allocated reference number P102295;
Basic Affordable Housing Contribution	the sum of £250,000;
Class A1	a class A1 (shops) use under Schedule 1, Part 1 of the UCO;
Class A3	a class A3 (food and drink) use under Schedule 1, Part 1 of the UCO;
Class A4	a class A4 (drinking establishments) under Schedule 1, Part 1 of the UCO;
Class B1	a class B1 (business) use under Schedule 1, Part 2 of the UCO;
Crossrail	the rail link authorised by the Crossrail Act 2008 (as it may be amended);
Crossrail Contribution	if the Development is Implemented on or before 31 March 2013 the amount will be £642,475; if the Development is Implemented on or after 1 April 2013 the amount will be £803,094;
Development	the construction of a ground plus eight-storey building and two basement levels to provide up to 19,456 sqm of floorspace, comprising up to 17,022 sqm of Class B1 office floorspace at basement and floors one to eight and up to 2,434 sqm of flexible mixed use floorspace (Class B1 and/or Class A1 and/or Class A3 and/ or A4) at lower ground and ground floor levels; a new service access from Finsbury Square; a green roof and landscaped terrace at levels eight and nine and ancillary plant and equipment;
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	the sum of £53,992 to be spent by the Council towards employment support and training for local people to improve their prospects of accessing new jobs in the Development;

Flexible Use Area	the areas identified in green on the plans at Annex 5 and 6;
Implementation	the carrying out of a material operation as defined by section 56(4) of the Act forming part of the Development excluding (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 Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties may agree;
Index Linked	<p>linked to movements in the Index between the date of this Deed and the date of the payment so that the particular payment is adjusted in accordance with the following formula:</p> $\text{Amount Payable} = \text{Original Amount} \times (A / B)$ <p>Where:</p> <p>"Amount Payable" is the amount to be paid</p> <p>"Original Amount" is the relevant amount to be Index Linked</p> <p>"A" is the figure for the Index last published prior to the date that the Relevant Amount paid</p> <p>"B" is the figure for the Index last published prior to the date of the Planning Permission;</p>
Interest	interest at one 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;
Planning Permission	the full planning permission which may be granted on appeal by the Secretary of State;
Public Open Space Facilities Contribution	the sum of £130,753 to be spent by the Council towards public open space facilities improvements in the vicinity of the Site;
QHN	a qualifying heat network with sufficient capacity to serve the Development and the capability to connect to the Development, operated or planned to be operated by a QHNO;
QHNO	a "Qualifying Heat Network Operator", being a person with an established satisfactory track record of operating district heating networks;
Site	the land in respect of which this Deed may be enforced as shown edged red on the Site Plan and known as 3 to 10 Finsbury Square;
Site Plan	the plan attached to this Deed at Annex 1;
Sports and Recreation Contribution	the sum of £69,727 to be spent by the Council towards sports and recreation improvements in the vicinity of the Site;
Transport and Public Realm Contribution	the sum of £268,109 to be spent by the Council towards transport and public realm improvements in the vicinity of the Site and transport improvements to links serving Finsbury Square;
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 Sustainable Transport Planning Guidance Note including a full travel survey and in consultation with the relevant Council officer;
UCO	the Town and Country Planning (Use Classes) Order 1987 (as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005);
Unit of Floorspace	means a square meter of floorspace or part thereof;
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.
Variable Crossrail Contribution	the amount payable pursuant to paragraph 10.3 of Schedule 1 of this Deed towards the construction of the Crossrail Superstructure;
Variable Transport and Public Realm Contribution	a contribution calculated pursuant to paragraph 2.3 of Schedule 1 of this Deed to be spent by the Council towards transport and public realm improvements in the vicinity of the Site and transport improvements to links serving Finsbury Square;
Variable Sports and Recreation Contribution	a contribution calculated pursuant to paragraph 4.3 of Schedule 1 of this Deed to be spent by the Council towards sports and recreation improvements in the vicinity of the Site;
Variable Public Open Space Facilities Contribution	a contribution calculated pursuant to paragraph 3.3 of Schedule 1 of this Deed to be spent by the Council towards public open space facilities improvements in the vicinity of the Site;
Variable Employment and Training Contribution	a contribution calculated pursuant to paragraph 5.5 of Schedule 1 of this Deed to be spent by the Council towards employment support and training for local people to improve their prospects of accessing new jobs in 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 stated otherwise) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular where the context so admits include the plural 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 interchangeably 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

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 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 shall prevail.
- 2.8 The Interpretation Act 1978 shall apply to this Deed.
- 2.9 The Schedules and Annexes attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.
- 2.10 References in this Deed to floorspace measurements are to Gross External Floor areas unless stated otherwise.

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 all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings on the part of the Owner 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

- 4.1 This Deed shall come into effect on the date hereof PROVIDED THAT clauses 5 and 6 shall not come into effect until the Planning Permission is granted.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform the obligations set out in Schedules 1 and 2.
- 5.2 It is agreed and declared that the Owner's total aggregate liability under paragraphs 2, 3, 4, 5 (excluding paragraphs 5.1, 5.2 and 5.3), 6, 8.2 and 10 of Schedule 1 and Schedule 2 shall not exceed **£2,300,000** (two million three hundred thousand pounds) Index Linked (being the maximum reasonable amount that the parties agree can be borne by the Development having regard to the financial viability of the Development).

- 5.3 For the avoidance of doubt any Interest that becomes payable under Clause 11 shall not be subject to the limitation in Clause 5.2.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council 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 observe and perform the obligations set out in Schedule 3.
- 6.2 The Council shall not enforce the obligations in this Deed against:
- 6.2.1 commercial tenants and/or commercial occupiers of the Development PROVIDED THAT the Council may enforce against such persons any obligation not to Occupy the Development in respect of which they are in breach and paragraphs 9.6, 12 and 13 of Schedule 1; and
 - 6.2.2 statutory undertakers who may have or acquire an interest in any part of the Site for the purpose of providing services to the Development.

7 MISCELLANEOUS

- 7.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Deed shall be registered as a local land charge by the Council.
- 7.3 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.
- 7.4 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.
- 7.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Secretary of State refuses Planning Permission (and the refusal is not quashed following any legal proceedings) or if, having been granted, 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.
- 7.6 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.

- 7.7 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.
- 7.8 It is agreed and declared between the Parties that nothing contained or implied in this Deed shall prejudice fetter or otherwise affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions rights powers or obligations.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The 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.

10 INDEXATION

All contributions and amounts payable to the Council under this Deed shall be Index Linked.

11 INTEREST

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

12 GOOD FAITH AND GOOD PRACTICE

- 12.1 The parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
- 12.2 Where there is a reasonable endeavours obligation in this Deed 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 endeavours obligation.

13 DISPUTE RESOLUTION

- 13.1 Where any matter the subject of this Deed shall be in dispute the Parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
- 13.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
- 13.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or 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; and
 - v) The Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

14 NOTICES

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

- 14.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
- a) if delivered by hand, upon delivery at the relevant address;
 - b) if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or
 - c) if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next working day.
- 14.3 The address, facsimile number, relevant addressee and reference for each party are:

for the Council:

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

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Owner:

Address: 25 Cannon Street, London, EC4M 5TA

Facsimile Number: 0207 074 5537

Relevant addressee: Mr David Burke

Reference: 3 and 10 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.

15 COUNTERPARTS

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

16 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by English Law and subject to the exclusive jurisdiction of the English courts.

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 NOTICE OF IMPLEMENTATION AND FIRST OCCUPATION

- 1.1 The Owner shall give at least 14 days' prior written notice to the Council of Implementation (and shall not Implement unless such notice has been given).
- 1.2 The Owner shall give at least 14 days' prior written notice to the Council of Occupation of the Development.
- 1.3 The Owner shall give at least 14 days' prior written notice to the Council of first Occupation of a Unit of Floorspace within the Flexible Use Area and such notice shall specify (a) the use for which that Unit of Floorspace is to be Occupied and (b) the uses for which any other parts of the Development are Occupied at that time.
- 1.4 The Owner shall give at least 14 days' prior written notice to the Council of any proposed change of use of a Unit of Floorspace within the Flexible Use Area from one of Classes A1, A3, A4 or B1 to another of those use classes and such notice shall specify (a) the new use for which that Unit of Floorspace is to be Occupied and (b) the uses for which any other parts of the Development are Occupied at that time (but for the avoidance of doubt such a notice shall not be conclusive as to the nature of the use or into which use class it falls).

2 TRANSPORT AND PUBLIC REALM

- 2.1 The Owner shall pay the Transport and Public Realm Contribution to the Council prior to or on Implementation (and shall not Implement unless such contribution has been paid).
- 2.2 The Owner shall pay an amount by way of the Variable Transport and Public Realm Contribution to the Council:
 - 2.2.1 prior to or on first Occupation of a Unit of Floorspace within the Flexible Use Area (and shall not Occupy such unit until such contribution has been paid); and
 - 2.2.2 prior to or on any changes of use of that unit from one of Classes A1, A3, A4 or B1 to another of those use classes PROVIDED THAT the application of the formula in paragraph 2.3 would result in a value for "Amount Payable" which is greater than the value obtained prior to the change of use (and shall not Occupy such unit for such new use until such contribution has been paid).
- 2.3 The amount payable by way of the Variable Transport and Public

Realm Contribution pursuant to paragraph 2.2.1 in respect of the Unit of Floorspace Occupied shall be calculated in accordance with the following formula:

$$\text{Amount payable} = X \times \text{£869}$$

Where X is determined in the following manner:

Where the Unit of Floorspace in question is Occupied for Class A1 "X" shall be an amount equal to the amount of floorspace Occupied in sqm/20

Where the Unit of Floorspace in question is Occupied for Class B1 "X" shall be an amount equal to the amount of floorspace Occupied in sqm/19

Where the Unit of Floorspace in question is Occupied for Class A3 or Class A4 "X" shall be an amount equal to the amount of floorspace Occupied in sqm/13;

and the amount payable by way of such contribution pursuant to paragraph 2.2.2 shall be equal to the difference between the value for "Amount Payable" on application of the formula to the existing use of the Unit of Floorspace in question and (if greater) the value for "Amount Payable" on application of the formula to the new use of that Unit of Floorspace

SUBJECT ALWAYS to clause 5.2 of this Deed.

3 PUBLIC OPEN SPACE FACILITIES

- 3.1 The Owner shall pay the Public Open Space Facilities Contribution to the Council prior to or on Implementation (and shall not Implement unless such contribution has been paid).
- 3.2 The Owner shall pay the Variable Public Open Space Facilities Contribution to the Council:
 - 3.2.1 prior to or on first Occupation of a Unit of Floorspace within the Flexible Use Area (and shall not Occupy such unit until such contribution has been paid); and
 - 3.2.2 prior to or on any changes of use of that unit from one of Classes A1, A3, A4 or B1 to another of those use classes PROVIDED THAT the application of the formula in paragraph 3.3 would result in a value for "Amount Payable" which is greater than the value obtained prior to the change of use (and shall not Occupy such unit for such new use until such contribution has been paid).

- 3.3 The amounts payable by way of the Variable Public Open Space Facilities Contribution pursuant to paragraph 3.2.1 above and in respect of each Unit of Floorspace Occupied shall be calculated pursuant to the following formula:

$$\text{Amount payable} = Y \times \text{£163}$$

Where Y is determined in the following manner:

Where the Unit of Floorspace in question is Occupied for Class A1 "Y" shall be an amount equal to:

$$(\text{amount of floorspace Occupied in sqm}/20) \times 2.6\text{sqm}$$

Where the Unit of Floorspace in question is Occupied for Class B1 "Y" shall be an amount equal to:

$$(\text{amount of floorspace Occupied in sqm}/19) \times 2.6 \text{ sqm}$$

Where the Unit of Floorspace in question is Occupied for Class A3 or Class A4 "Y" shall be an amount equal to:

$$(\text{amount of floorspace Occupied in sqm}/13) \times 2.6 \text{ sqm}$$

and the amount payable by way of such contribution pursuant to paragraph 3.2.2 shall be equal to the difference between the value for "Amount Payable" on application of the formula to the existing use of the Unit of Floorspace in question and (if greater) the value for "Amount Payable" on application of the formula to the new use of that Unit of Floorspace

SUBJECT ALWAYS to clause 5.2 of this Deed.

4 SPORTS AND RECREATION

- 4.1 The Owner shall pay the Sports and Recreation Contribution to the Council prior to or on Implementation (and shall not Implement unless such contribution has been paid).
- 4.2 The Owner shall pay the Variable Sports and Recreation Contribution to the Council:
- 4.2.1 prior to or on first Occupation of a Unit of Floorspace within the Flexible Use Area (and shall not Occupy such unit until such contribution has been paid); and
- 4.2.2 prior to or on any changes of use of that unit from one of Classes A1, A3, A4 or B1 to another of those use classes PROVIDED THAT the application of the formula in paragraph 4.3 would result in a value for "Amount Payable" which is greater than the value obtained prior to the change of use (and shall not

Occupy such unit for such new use until such contribution has been paid).

- 4.3 The amounts payable by way of the Variable Sports and Recreation Contribution pursuant to paragraph 4.2.1 above and in respect of each Unit of Floorspace Occupied shall be calculated pursuant to the following formula:

$$\text{Amount payable} = Z \times \text{£226}$$

Where Z is determined in the following manner:

Where the Unit of Floorspace in question is Occupied for Class A1 "Z" shall be an amount equal to the amount of floorspace Occupied in sqm/20

Where the Unit of Floorspace in question is Occupied for Class B1 "Z" shall be an amount equal to the amount of floorspace Occupied in sqm/19

Where the Unit of Floorspace in question is Occupied for Class A3 or Class A4 "Z" shall be an amount equal to the amount of floorspace Occupied in sqm/13

and the amount payable by way of such contribution pursuant to paragraph 4.2.2 shall be equal to the difference between the value for "Amount Payable" on application of the formula to the existing use of the Unit of Floorspace in question and (if greater) the value for "Amount Payable" on application of the formula to the new use of that Unit of Floorspace

SUBJECT ALWAYS to clause 5.2 of this Deed.

5 EMPLOYMENT AND TRAINING

- 5.1 The Owner shall use all reasonable endeavours to comply with the Employment and Training Code at Annex 2.
- 5.2 The Owners shall use best endeavours to procure eight work placements for local residents at the Development during the construction phase, such work placements each to last at least 13 weeks and each local resident in a placement shall be paid at least the national minimum wage.
- 5.3 In the event that the Owner cannot provide eight work placements the Owner shall prior to or on Occupation pay to the Council the proportionate amount up to an amount of £40,000 towards employment and training initiatives in the local area (and shall not Occupy unless such contribution has been paid).
- 5.4 The Owner shall pay the Employment and Training Contribution to the

Council prior to or on Implementation (and shall not Implement unless such contribution has been paid).

5.5 The Owner shall pay the Variable Employment and Training Contribution to the Council:

5.5.1 prior to or on first Occupation of a Unit of Floorspace within the Flexible Use Area (and shall not Occupy such unit until such contribution has been paid); and

5.5.2 prior to or on any changes of use of that unit from one of Classes A1, A3, A4 or B1 to another of those use classes PROVIDED THAT the application of the formula in paragraph 4.3 would result in a value for "Amount Payable" which is greater than the value obtained prior to the change of use (and shall not Occupy such unit for such new use until such contribution has been paid).

5.6 The amounts payable by way of the Variable Employment and Training Contribution pursuant to paragraph 5.5.1 above and in respect of each Unit of Floorspace Occupied shall be calculated pursuant to the following formula:

$$\text{Amount payable} = W \times 0.07 \times \text{£2500}$$

Where W is determined in the following manner:

Where the Unit of Floorspace in question is Occupied for Class A1 "W" shall be an amount equal to the amount of floorspace Occupied in sqm/20

Where the Unit of Floorspace in question is Occupied for Class B1 "W" shall be an amount equal to the amount of floorspace Occupied in sqm/19

Where the Unit of Floorspace in question is Occupied for Class A3 or Class A4 "W" shall be an amount equal to the amount of floorspace Occupied in sqm/13

and the amount payable by way of such contribution pursuant to paragraph 5.5.2 shall be equal to the difference between the value for "Amount Payable" on application of the formula to the existing use of the Unit of Floorspace in question and (if greater) the value for "Amount Payable" on application of the formula to the new use of that Unit of Floorspace

SUBJECT ALWAYS to clause 5.2 of this Deed.

6 ACCESSIBLE TRANSPORT

The Owner shall pay the Accessible Transport Contribution to the

Council prior to or on Implementation (and shall not Implement unless such contribution has been paid).

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 use all reasonable endeavours to comply and ensure compliance with the Code of Local Procurement at Annex 3.

8 CODE OF PRACTICE FOR CONSTRUCTION SITES

- 8.1 The Owner shall at all times during the construction of the Development comply and ensure compliance with the Code of Practice for Construction Sites at Annex 4.
- 8.2 The Owner shall prior to or on Implementation pay £8,296 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.

9 TRAVEL PLAN

- 9.1 The Owner shall not Implement the Development until the Owner has submitted a Draft Travel Plan Statement to the Council for the Council's written approval.
- 9.2 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.
- 9.3 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.
- 9.4 The Owner shall submit to the Council the Update on Progress on the third anniversary of first Occupation of the Development.
- 9.5 The Owner shall ensure in any promotional material that all Owners and Occupiers of the Development are made aware of the Travel Plan and any revision thereto and that Occupiers are provided with a copy of the Travel Plan at the Owner's expense on written request.
- 9.6 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 CROSSRAIL CONTRIBUTION

- 10.1 The Owner shall pay the Crossrail Contribution to the Council on or before Implementation.

10.2 The Owner shall pay the Variable Crossrail Contribution to the Council:

10.2.1 prior to or on first Occupation of a Unit of Floorspace within the Flexible Use Area (and shall not Occupy such unit until such contribution has been paid); and

10.2.2 prior to or on any changes of use of that unit from one of Classes A1, A3, A4 or B1 to another of those use classes PROVIDED THAT the application of the formula in paragraph 4.3 would result in a value for "Amount Payable" which is greater than the value obtained prior to the change of use (and shall not Occupy such unit for such new use until such contribution has been paid).

10.3 The amount payable by way of the Variable Crossrail Contribution pursuant to paragraph 10.2.1 above shall be calculated pursuant to the following formula:

Amount payable = Amount of floorspace within the Flexible Use Area Occupied x A

Where A is determined in the following manner:

Where the Unit of Floorspace in question is Occupied for Class B1 "A" shall be £137

Where the Unit of Floorspace in question is Occupied for Class A1, A3 or A4 "A" shall be £88

and the amount payable by way of such contribution pursuant to paragraph 10.2.2 shall be equal to the difference between the value for "Amount Payable" on application of the formula to the existing use of the Unit of Floorspace in question and (if greater) the value for "Amount Payable" on application of the formula to the new use of that Unit of Floorspace

SUBJECT ALWAYS to clause 5.2 of this Deed.

10.4 If Implementation occurs on or before 31 March 2013 then the amount payable under paragraph 10.3 shall be reduced by 20%.

11 HIGHWAYS AGREEMENT

The Owner shall not Implement the Development unless it has first entered into an agreement under section 278 of the Highways Act 1980 for (a) moving the crossover across the footway of City Road to a different position and (b) such repair works to the footway of City Road as may be required to restore the footway to its previous condition before the Development was carried out.

12 QHN SYSTEM

- 12.1 In the event that a QHN is established and the QHN is or is to be operated by a QHNO, the Council may serve notice on the Owner that it requires the QHN to be connected to the Development to enable the QHN to supply the heating and hot water requirements of the Development and on receipt of such notice the Owner shall SUBJECT ALWAYS to paragraph 12.2 permit the QHNO to connect to the Development and shall install the boiler and infrastructure in accordance with the specification referred to in 12.2.5.
- 12.2 The right of the QHNO to connect to the Development shall be subject to the following conditions being satisfied:
- 12.2.1 the QHNO providing a connection point at the boundary of the Site to which the Development can practicably be connected;
 - 12.2.2 the total cost for heat and hot water (or any other service) to be supplied by the QHN being no greater than the cost of obtaining those services from elsewhere or by other means (having regard inter alia to tariffs, unit consumption charges, standing charges, management fees and plant replacement funds);
 - 12.2.3 the connection charges to the QHN being reasonable and economically viable;
 - 12.2.4 the QHNO entering into a legally binding service level agreement with the Owner and the Owner is satisfied that that agreement will provide adequate security of supply of services from the QHN; and
 - 12.2.5 the QHNO giving the Owner full written details of the specifications of the boiler and associated infrastructure required to enable the Development to be connected to the QHNO.
- 12.3 The right of the QHNO to connect to the Development shall also be subject to any regulatory changes governing the communal supply of energy.
- 12.4 The Owner shall use all reasonable endeavours to agree the tariffs, charges, service level agreement and all other commercial terms necessary to enable the QHN to connect to and supply heat to the Development.

13 FLEXIBLE USE AREA

Notwithstanding Class E of Part 3 of Schedule 2 to the Town and Country Planning (General Permitted Development Order) 1995 (SI 1995/418) the Owner shall not make any change of use of any Unit of Floorspace within the Flexible Use Area from any of Classes A1, A3, A4 or B1 to the UCO to any other of those use classes after the fifth anniversary of the date of grant of the Planning Permission unless it shall have obtained the Council's prior written consent or shall have

obtained planning permission for such change of use (and for the avoidance of doubt this shall be without prejudice to the obligations on the part of the Owner to pay the Variable Crossrail Contribution, Variable and Transport and Public Realm Contribution, Variable Sports and Recreation Contribution, Variable Public Open Space Facilities Contribution and the Variable Employment and Training Contribution in accordance with the Schedule 1 and the Additional Affordable Housing Contribution in accordance with Schedule 2).

14 TREE REPLACEMENT

- 14.1 On written request of the Honourable Artillery Company (being the owner of the land on which the trees are located adjacent to the Site) and its successors in title, the Owner shall provide replacement trees of an equivalent size and species to replace any trees that were planted pursuant to a condition of the Planning Permission that die within five years of being planted;
- 14.2 The Owner shall notify the Honourable Artillery Company (or its successors in title) of the provisions of this paragraph 14.

SCHEDULE 2

OFFSITE AFFORDABLE HOUSING CONTRIBUTION

- 1 The Owner shall pay the Basic Affordable Housing Contribution to the Council prior to or on Implementation.
- 2 The Owner shall pay Additional Affordable Housing Contribution(s) to the Council prior to or on Occupation of any part of the Flexible Use Area for Class B1 PROVIDED THAT application of the formula in paragraph 3 gives an "Amount Payable" which is greater than £0.
- 3 The amount payable by way of Additional Affordable Housing Contribution(s) pursuant to paragraph 2 in respect of the amount of Class B1 floorspace in the Flexible Use Area to be Occupied shall be calculated pursuant to the following formula:

$$\text{Amount Payable} = [(((B \times 0.2) - C) / 77) \times 0.5 \times £350,000 \times 0.25] - £250,000$$

Where

B is the amount of Class B1 floorspace in sqm Occupied minus 11,160 sqm

C is the amount of floorspace in sqm Occupied for Class A1, Class A3 or Class A4

SUBJECT ALWAYS to clause 5.2 of this Deed

PROVIDED THAT if A is less than £0 no further amount shall be payable by way of Additional Affordable Housing Contribution(s) under this Schedule 2.

- 4 If the Owner wishes to Occupy further floorspace in the Flexible Use Area for Class B1 the amount payable by way of the Additional Affordable Housing Contribution in respect of that further floorspace shall be an amount equal to the Amount Payable pursuant to the formula in paragraph 3 less the amount of any Additional Affordable Housing Contribution(s) already paid pursuant to paragraph 2 and this paragraph 4.

SCHEDULE 3
COUNCIL'S COVENANTS

1. The Council covenants with the Owner to use the Contributions 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 as the Owner and the Council shall agree PROVIDED THAT:
 - 1.1 the Council may spend up to 5 (five) per cent of the contributions made under this Deed on the costs of implementing and monitoring compliance with this Deed;
 - 1.2 the Council shall pay any amounts received by way of the Crossrail Contribution and the Variable Crossrail Contribution to the Greater London Authority; and
 - 1.3 the Council may use up to £95,495 of any monies received by way of contributions or payments under this Deed which remain unspent or uncommitted at the fifth anniversary of grant of Planning Permission for the purpose of ensuring that those monies can be re-applied towards the provision of off-site affordable housing and/or paid to the Greater London Authority for the purposes of Crossrail (and for the avoidance of doubt that sum is the amount which the Council may need to re-apply for the purpose of ensuring that the contributions under this Deed for off-site affordable housing and Crossrail are not excessively reduced by the operation of the cap on the owners liability in clause 5.2).
2. The Council shall (so far as it is lawfully and reasonably able to so do) on the written request of the Owner and payment of reasonable administrative costs at any time after any 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 forthwith cancel any corresponding entry in the Register of Local Land Charges.
3. The Council covenants with the Owner that on written request by the Owner it will repay to the Owner such amount of any amount of money received from the Owner under this Deed which has not been committed in accordance with the provisions of this Deed within ten years of the date of receipt by the Council together with any interest accrued thereon.
4. For the avoidance of doubt any money received from the Owner under this Deed 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 money in the future.

5. The Council shall on written request by the Owner provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of any money received from the Owner under this Deed.

Annexes

- 1. Site Plan**
- 2. Employment and Training Code**
- 3. Code of Local Procurement**
- 4. Code of Practice for Construction Sites**
- 5. Flexible Use Area Plan – Ground Floor**
- 6. Flexible Use Area Plan – Lower Ground Floor**

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

)
)
)
)



M. Jones

Authorised Officer

63335

Executed as a deed on behalf of
3&10 Finsbury Square Limited
a company incorporated in Bermuda by

)
)
)
)
)
)

R. S. B.

.....
) **Authorised signatory**

and

)
)

Matthew Keck

.....
) **Authorised signatory**

being persons who, in accordance with
the laws of that territory, are acting
under the authority of the company

)
)
)

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ANNEX 1

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ANNEX 2

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Employment and Training code.

2009-2010

SECTION 106.

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

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

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

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

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

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

Strategic Planning and Regeneration

Islington Council

7 Newington Barrow Way

London N7 7EP

Policy context-Employment and Training- SPD 2008

PPS1 highlights the importance of promoting social cohesion and inclusion as a part of development that is sustainable. It states that plan policies should ensure that the impact of development on the social fabric of communities is considered and taken into account and that they should seek to reduce social inequalities.

A key objective of the London Plan (Objective 4) is to promote social inclusion and tackle deprivation and discrimination. It goes on to say that a key policy direction for achieving this is to tackle unemployment by increasing access to high quality jobs across London through training, advice and other support. Policy 2A.1 states that a consideration in determining planning proposals will be the contribution that the development might make to strengthening local communities and economies including opportunities for local businesses and for the training of local people.

Islington's Local Area Agreement (LAA) has been developed by the Islington Strategic Partnership to support the delivery of the partnership vision for the borough set out in the Sustainable Community Strategy. A key objective of the LAA is to reduce economic polarisation and improve the skills of the local workforce. The Islington UDP seeks that agreements are entered into with the Council to secure local recruitment and training through new development (Policies E16, V5, Imp13).

High levels of deprivation and unemployment persist in the borough. According to the Indices of Deprivation (2007), Islington is the 8th most deprived local authority in England. It has above average levels of unemployment and a high proportion of residents claiming Job Seekers' Allowance and income support. The proportion of long term unemployed residents is also high compared with other areas. The borough therefore has significant employment and training needs.

Increasing opportunities for local employment and reducing deprivation is an essential way in which development can help to create sustainable communities within Islington. Using local labour also reduces the need to travel which will help to ensure that development is more sustainable. The Construction Skills Network has identified a significant shortage of construction workers in London and puts the need for new recruits in the construction industry in London at 14,930 each year from 2008-2012 (Blueprint for UK Construction Skills 2008-2012).

As such, the Council requires that opportunities for employment, training and other measures to overcome barriers to employment are provided through the construction phase of a development and the end use of a building, as set out in the Code of Local Training and Employment. Applicants should also adhere to the principles set out in the Code of Local Procurement. Further information on the Code of Local Employment and Training and the Code of Local Procurement are set out here.

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

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

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

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

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

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

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

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

CONSTRUCTION PHASE

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 this code:**
 - 1.1 All contractors and sub-contractors appointed will be required to liaise with LBI Regeneration to ensure the successful and consistent application of this code.
 - 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 The numbers of paid placements agreed and written into the section 106 agreement are themselves non-negotiable. The figures for paid placements may be specified in terms of trades however and the exact numbers spread across trades for trainees and other specifics of paid work placements, such as variance to the 13 weeks must be agreed with the Regeneration Officer (Stav- 'Islington Working' construction manager) at the pre-contract meeting.
 - 1.4 The developer / contractor will work with construction works (Stav) to attain 1 paid construction training placements, per 20 units residential and/or 1000sqm B1, lasting for a minimum of 13 weeks.
 - 1.5 The developer/ contractor will work with construction works (Stav) to attain 1 Modern Apprentice, per 5000 sq m on any project where works are expected to last for at least 52 weeks.
 - 1.6 The developer/ contractor will liaise with the Islington Education Business Partnership to arrange professional input to career days, teacher training and work experience to benefit Islington's student career development.

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

MONITORING.

4 Provide regular monitoring and information on:

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

MANAGING TRAINEES AND PRODUCTIVITY.

5 'Islington Working-Construction' 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 trainees as part of post employment support, liaise with their supervisor to ensure both parties are satisfied with progress and/or make any necessary interventions to achieve sustainability of employment.

The main contractor is obliged to:

- 5.5 Ensure employees' are supervised at all times on site by a named qualified and/or experienced operative in a trade related to their identified training needs.
- 5.6 Ensure employees' will work on site under the direction and control of the contractor.
- 5.7 The contractor is to take the potential for a lower rate of productivity fully into account when allowing for the level of resource and supervision required for programmed outputs and targets.
- 5.8 Where relevant trainees will be expected to attend college-based course either on a day release or block release basis. These can be organised through 'Islington Working-Construction'. The contractor must be aware that payments to Modern Apprentices will continue during this period.

OPERATIONAL. (POST COMPLETION PHASE)

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

RECRUITMENT.

- 7 Where binding agreements have been established undertake the following requirements (otherwise the following is sought within the context of the business tenants commitment to corporate social responsibility):**
- 7.1 Occupiers and their personnel departments to meet with LBI regenerations '*Islington Working-* job brokerage' service to discuss their staffing structures and skills required to facilitate the development of a customised recruitment/training course which enables local people to acquire the skills needed to gain employment.
 - 7.2 Occupiers to advertise vacancies in local newspapers (Islington Gazette and Highbury & Islington Express).
 - 7.3 Occupiers of the building to refer vacancies to local projects as directed by LBI Regeneration so that local people can be assisted in making relevant applications for employment.

- 7.4 *'Islington Working*-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 governments Flexible 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 support officers 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 Return monthly or quarterly spreadsheets to LBI's regeneration officers.

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

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

Example calculation

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

National Minimum Wage

Apprentices

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

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

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

What are the current rates of the national minimum wage?

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

£5.80 per hour for workers aged 22 years and older

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

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

Development Rate

The development rate for workers age 22 and over was abolished for pay reference periods starting on or after 1 October 2006. From that date, all workers aged 22 and over who qualify for the national minimum wage will be entitled to the main rate of national minimum wage. This applies even where the worker was previously in receipt of the development rate for those aged 22 and over and had been receiving that rate for less than 6 months.

Source-www.directgov.uk
Crown Copyright 2005

10 Supplementary Planning Document (SPD) adopted July

5 Standard Obligations and Charges

Employment and training contribution – Construction

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

Formula Sources

¹ As above

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

Operation of development (commercial/ employment developments)

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

Employment and training contribution – Operation of development

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

Formula Sources

¹ Based on average employment densities (see Appendix 2)

² ONS Mid-Year Population Estimates (2006)

³ ONS Annual Business Inquiry Employee Analysis (2006)

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

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

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

10.1 The rate of contribution is based on a ratio of 1 per 20 residential units of the development and/or 1 per 1000sqm of new or improved office/retail space and is consistent with the 'five tests' outlined in the Government circular 05/05: (see policy context at 'introduction' above)

A planning obligation must be:

- (i) relevant to planning;
- (ii) necessary to make the proposed development acceptable in planning terms;
- (iii) directly related to the proposed development;
- (iv) fairly and reasonably related in scale and kind to the proposed development; and
- (v) reasonable in all other respects.

10.2 The contribution shall be used to enable local people to access jobs and training in construction and other industry sectors and to support people to work on the development through the funding of construction skills certification scheme training and cards, personal protective clothing, appropriate tools and key skills training courses.

Conclusion

The above code will provide benefit for local people by improving their economic activity and wellbeing. The Council's Corporate Plan, Service Plan and Local Area Agreement for regeneration and education include reducing levels of unemployment, assisting with people sustaining employment and raising levels of attainment. This code thereby meets council objectives. Additionally, it helps employers by providing a skilled local workforce making recruitment easier and less costly. The scope of this proposal also meets the need of other key stakeholder organisations – London Development Agency, Government Office for London, Job Centre Plus and Learning and Skills Council.

ANNEX 3

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LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Islington Unitary Development Plan (adopted June 2002). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within the section on sustainable regeneration in Chapter 5, E12 (iv) of the Islington Unitary Development Plan which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden and Islington from larger property developments taking place in the two boroughs both during and after the construction phase. The local procurement code requires a plan setting out how the Owner/Developer in partnership with Islington Council Regeneration Department will ensure that local businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Islington Council Regeneration department seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2 MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the developers meet with London Borough of Islington Council's Regeneration Department's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work

and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. *The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.*
2. *The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden and Islington towards a target of 10% of the total value of the construction contract.*
3. *The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:*
 - *all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;*
 - *the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company;*
 - *all local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured;*

(The Local Procurement Team will provide a pro forma local procurement log to assist in the monitoring process)
 - *Full contact details of all subcontractors appointed (whether local or from elsewhere)*
4. *The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders*
5. *The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.*

6. *The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.*

2.2 Actions and Responsibilities of Sub-Contractors

1. *All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden and Islington towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).*
2. *All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :*
 - *All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured;*
 - *all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered;*

B) POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

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

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

Contact details for the Local Procurement Team: iCAM Supply, Islington Council, Room 225, 222 Upper Street, London N1 1XR; Tel: 020 7527 3547; Fax: 020 7527 3096; icam@islington.gov.uk

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ANNEX 4

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CODE OF PRACTICE FOR CONSTRUCTION SITES



ISLINGTON

CODE OF PRACTICE FOR CONSTRUCTION SITES

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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 effect of construction works on those in the surrounding neighbourhood.

As a result, we have developed this code of practice for the developer, 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 plan to work with the developer 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 will apply to all types of building work: demolition, site preparation, excavation and tunnelling work, maintenance, construction and fit-outs. There will be some cases though, 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 5228:1997, Noise and Vibration Control on Construction and Open Sites.

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

WORKING IN ACCORDANCE WITH
ISLINGTON COUNCIL'S CODE OF
CONSTRUCTION PRACTICE TO
ACHIEVE THE BEST ENVIRONMENTAL
PRACTICE IN THE MANAGEMENT OF
THIS DEVELOPMENT

Any enquiries ring the
24 hour Customer Hotline
on 0000 00 00 000 or contact
the Community Liaison Officer



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 the 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, on the site boundary, a contact board. This must include information such as the contractors' names, the name of the 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.

The 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 our own considerate contractors scheme but we do encourage contractors to take part in the national scheme. For information on the scheme and how to apply go to considerate constructors at <http://www.ccscheme.org>.

Hours of working

Sites will be allowed to carry out noisy work
between the hours of: 8am - 6pm Monday to Friday
8am - 1pm Saturdays

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

We will only consider work outside these hours if it is necessary for access to roads or railway tracks or for reasons of safety and you must negotiate this 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 at any specially sensitive 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 be carried out 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: THE SITE

Temporary Structures

If you have to erect scaffolds, hoardings, gantries and other temporary structures you will need to make an application to the streetworks team, (see useful contacts on page 18), whose details are at the back of this document.

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 be able 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 utilities covers (such as gas, water or electricity covers) 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 14).



Cranes

If you need to use a crane or mobile access platform you will need a permit from our streetworks team. The streetworks team need 10 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 our 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 an application form six weeks prior to the proposed start date. This can be obtained from our streetworks team.

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 our streetworks team 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 streetworks team 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 lorries 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 bans within Islington; these are areas, which have a 7.5T weight limit. Vehicles on or over this limit can load and unload within these areas but cannot drive through.

There are roads which have specific weight restrictions, due to weak structures, and vehicles over the limits must not go over 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 our council's traffic and engineering safety team for further information. (see useful contacts on page 18).

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

- | | |
|---------------------|----------------------------|
| ■ Wallace Road | ■ Wallace Road - Canonbury |
| ■ Highbury Grove | ■ Roman Way N7 |
| ■ King Henry's Walk | ■ Kingsbury Road |
| ■ 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 now published its 'Pollution Control Guides' available from HIS Rapidoc (BRE bookshop) at Willoughby Road, Bracknell, Berks, RG12 8DW (telephone 01344 404 407) or visit website www.brebookshop.com.

It is not possible to reproduce the BRE guide here, but the following points from the guide 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's)
- 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 around 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 the city 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 entrance/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
- fabrication processes and internal and external finishes
- cutting materials for building should be carried out offsite whenever possible
- use cutting and drilling plant with water sprays or dust extraction/collection wherever possible
- install screens round 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 etc
- carefully site the tar burners and asphalt burners; control their temperature and make sure the boiler lid stays in place whenever it is used
- 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 our pollution team.

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 our pollution team (see useful contacts on page 18). 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 III (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 the measure 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 useful contacts on page 18).

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.

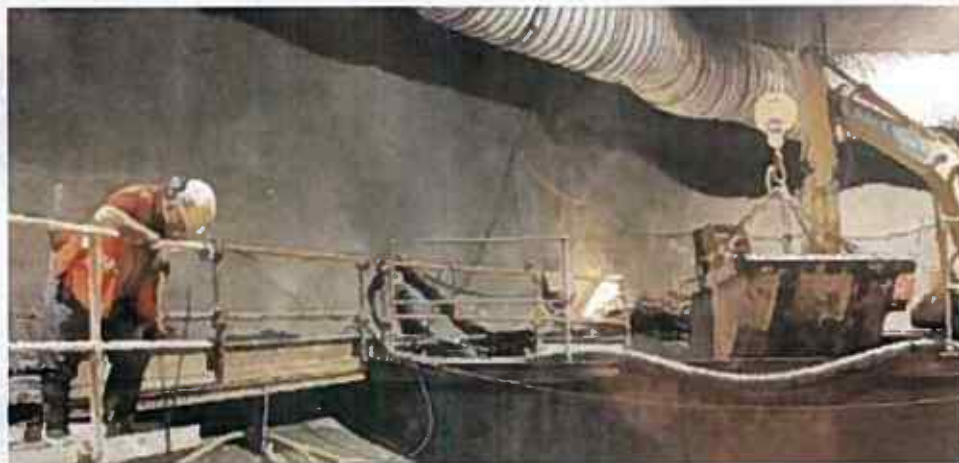
The following legislation applies.

- The Control of Pollution (Special waste) Regulations 1996
- Health and Safety at Work Act 1974
- The 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 most helpful in making a successful application. You should contact the public protection division for advice and an information pack (see useful contacts on page 18).

British Standard 5228 gives guidance on calculating noise levels from construction works and assessing the likely affects it will have on neighbouring residential premises; in particular if it is likely to generate complaints. We expect all contractors working onsite to keep to the guidance in British Standards 5228 (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 as a guide.

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 over 1 hour and 10 hours between 8am and 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

With vibration, we have adopted the following levels in terms of temporary or short-term effects. 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 (3 millimetres per second peak particle velocity) for residential accommodation, listed buildings, offices in A2 use and those properties in a poor state of repair
- 5 PPV (millimetres per second peak particle velocity) for non-vibration-sensitive buildings



More stringent criteria may be necessary for commercial premises that are vibration sensitive, use 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 British Standard 6472: 1992 'Evaluation of human exposure to vibration in buildings (1 Hz to 80 Hz)'.

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 British Standard 5228:1997.

You should choose machinery, which has the quietest noise output available for the activity you are carrying out. If the activity is going to be noisy, you should consider other methods of working. You must make sure that people working onsite 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 while they are being used. 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 British Standard 5228 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, which will 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). You can get further advice on different sorts of piling from BS 5228 1992 part 4.

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 useful contacts on page 18).

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

You should tell everyone onsite to reduce noise as far as possible both to protect the community and their own health and safety. You must not allow antisocial 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 onsite do not come into contact with watercourses, groundwater or wastewater.

You should create a suitable drainage system onsite 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 re-use water that collects on site for lower-grade uses.

For more advice, see sections 6.8, 6.9 and 6.10 of our Special Planning Guidance Green Construction document or contact our Environmental Policy Co-ordinator in the planning policy section (see useful contacts on page 18).

Pest Control

Before you start work onsite, 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 our 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 onsite. Any catering onsite must pay strict attention to how food is delivered, handled, stored and disposed of.

STANDARDS TO PROTECT THE ENVIRONMENT – 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, if possible, you should attempt to reuse any materials produced from demolition or construction work in the planned development.



Waste

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



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 – e.g. granite kerbs, signs

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

You should also develop a construction waste management plan, which tackles:

- waste arising through the development process
- ways of recycling waste
- ways of reusing and recycling 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 our Special Planning Guidance Green Construction document on waste or contact our Environmental Policy Co-ordinator in the planning policy section (see useful contacts on page 18).

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 our planning department to see 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.

If any tree is cut down without agreement or dies as a result of activity on the site, you must provide a replacement. You should agree these beforehand with our Tree Preservation Officer. Every tree you plant should be replaced until successfully established.



During work, you must make sure that you reduce, as far as possible, any negative effects on mature trees, for example:

- 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 5 metres of the outer branches of the crown
- do not allow the soil level within the canopy spread of any trees to change
- if trenches are needed for services, these should be dug by hand beyond the edge of the tree canopy. You must not destroy roots over 2.5cm in length as this may damage the tree.

You can get extra advice from British Standards 3998 and our Tree Preservation Officer in the greenspace and leisure division (see useful contacts on page 18).



Ecology

Certain sites in the borough 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 so you should get advice from our Nature Conservation Officer in our Greenspace team (see useful contacts on page 18).



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 our Conservation Officer in greenspace (see useful contacts on page 18).

Archaeology

If you know that a site has an 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. You should let know the Greater London Archaeological Service (based at English Heritage) about any archaeological matters (see useful contacts on page 18).

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 Service if this is relevant.

USEFUL CONTACTS

Noise and Pollution Teams

Public Protection Division
159 Upper Street, London N1 1RE
T 020 7527 3258
E noise.issues@islington.gov.uk

Streetworks Team / Traffic & Engineering team

Street Management Division
Municipal Offices
222 Upper Street
London N1 1YA
T 020 7527 2000 (Street Scene)

Parking Services

Street Management Division
T 020 7527 1338
(for information on parking permits
and location of parking shops) or

Contact Islington

T 020 7527 2000

Environmental Policy Co-ordinator

Planning Policy Section
Municipal Offices
222 Upper Street
London N1 1YA
T 020 7527 2001

Considerate Contractors Scheme

PO Box 75
Great Amwell, Ware
SG12 9UY
T 01992 550050

English Heritage

Greater London Archaeological Advisory
Service
23 Saville Row
London, W1S 2ET
T 020 7973 3735

British Research Establishment

HIS Rapidoc (BRE Bookshop)
Willoughby Road, Bracknell,
Berks, RG12 8DW
T 01344 404 407
W www.brebookshop.com

Greenspace and Leisure division:

T Contact Islington on 020 7527 200

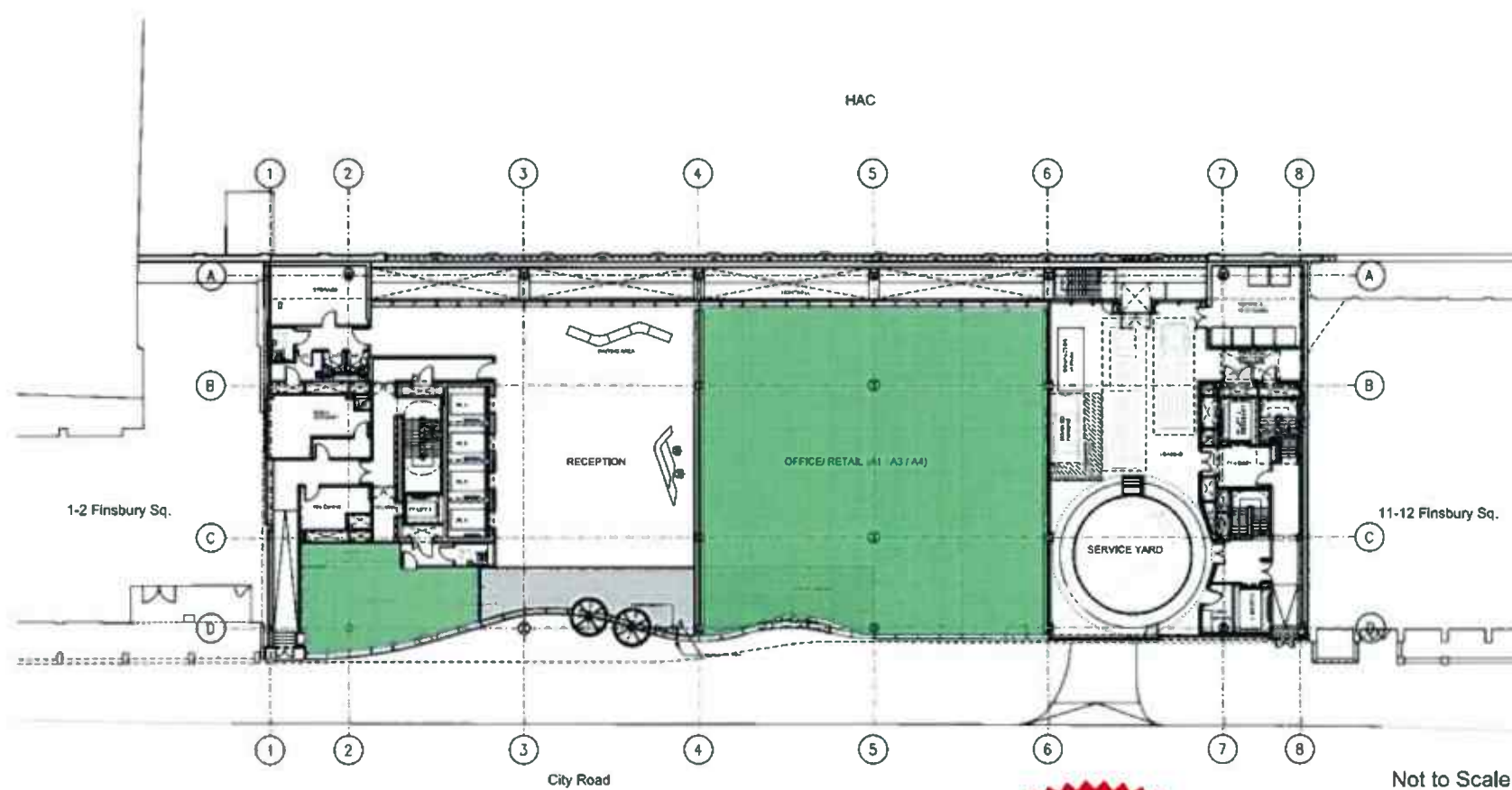
Environment Agency

Thames Region, North East Area Office
Apollo Court
2 Bishops Square Business Park
St Albans Road West
Hatfield
Hertfordshire
AL10 9EX
T Customer Services Line: 08708 506 506
W enquiries@environment-agency.gov.uk

ANNEX 5

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Ground Floor Plan

 : Flexible Use Area

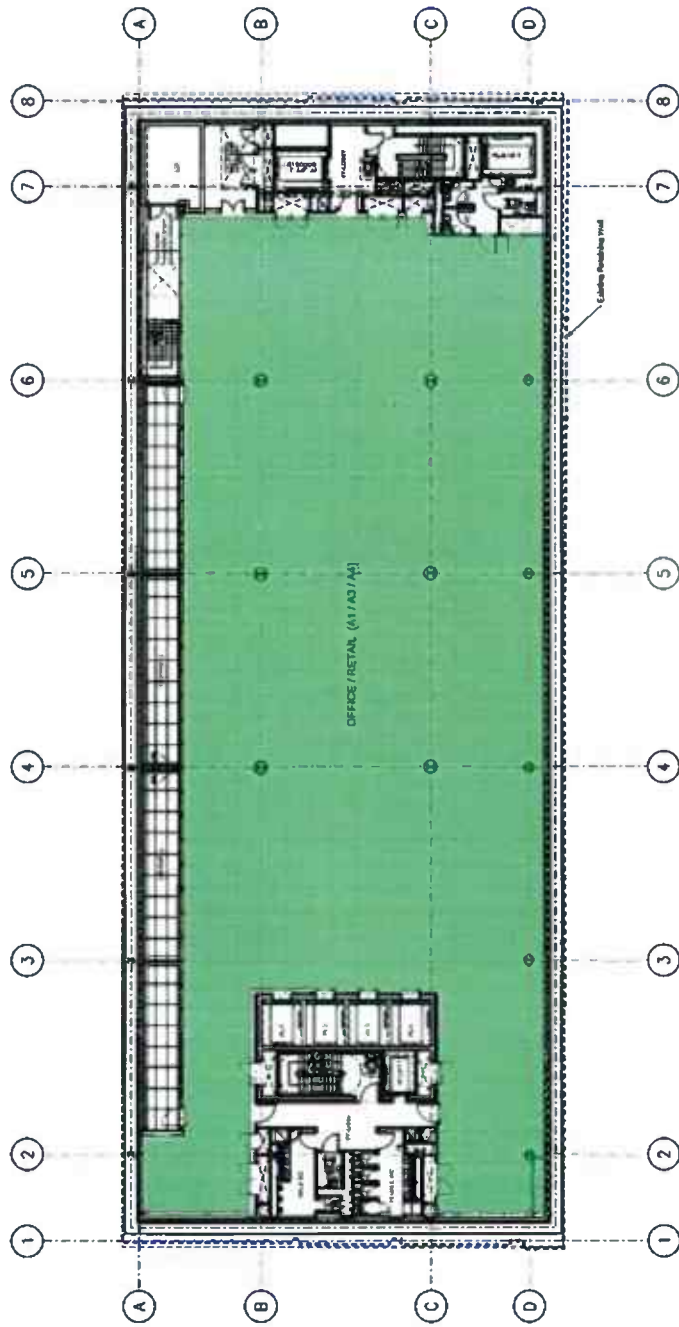
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ANNEX 6

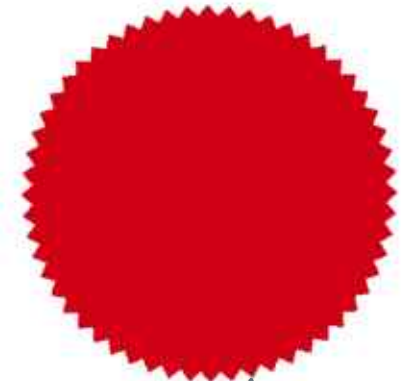
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Lower Ground Floor Plan



Not to Scale

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R/S



D. Daniels
AUTHORISED OFFICER
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: Flexible Use Area



