



ISLINGTON

DATED

12 May

2014

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- and -

LONDON METROPOLITAN UNIVERSITY

- and -

LDC (STAPLETON HOUSE) LIMITED

- and -

BARCLAYS BANK PLC

- and -

TOWER HILL PROPERTY INVESTMENTS (7) LIMITED

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

in respect of

263-289 Holloway Road and 2-16
Eden Grove London N7 6NE

PLANNING APPLICATION
REFERENCE
P2013/2963

Debra Norman
Assistant Chief Executive
Governance & HR
Town Hall, Upper Street
London N1 2UD

DATE

12 May

2014

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall, Upper Street, London N1 2UD ("**Council**");
- 2) **LONDON METROPOLITAN UNIVERSITY** a company incorporated in England and Wales (Company No: 00974438) whose registered office is at 166-220 Holloway Road London N7 8DB ("**Owner**");
- 3) **LDC (STAPLETON HOUSE) LIMITED** a company incorporated in England and Wales (Company No: 08526743) whose registered office is at The Core, 40 St Thomas Street, Bristol, Avon BS1 6JX ("**Developer**");
- 4) **BARCLAYS BANK PLC** a company incorporated in England and Wales (Company No: 01026167) whose registered office is at 1 Churchill Place, London E14 5HP ("**First Mortgagee**");
- 5) **TOWER HILL PROPERTY INVESTMENTS (7) LIMITED** a company incorporated in England and Wales (Company No. 2377708) whose registered office is at Charterhall House, Charterhall Drive, Chester, Cheshire CH88 3AN ("**Second Mortgagee**");

and the Council the Owner the Developer the First Mortgagee and the Second Mortgagee shall be known together as the Parties and reference to "Party" shall be construed accordingly.

RECITALS

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the local planning authority by whom the obligations contained herein are enforceable.

- B. The Owner is the registered proprietor of the freehold of the Site with title absolute under title number NGL492557.
- C. The Developer has an interest in the Site by way of an agreement for sale dated 3 June 2013 and made between the Owner the Developer and LDC Holdings Plc.
- D. The First Mortgagee is the owner of a charge over part of the Site dated 13 January 1994 between the First Mortgagee and the Owner.
- E. The Second Mortgagee is the owner of a charge over part of the Site dated 29 September 1995 between the Second Mortgagee and the Owner.
- F. The Application has been submitted to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- G. At a meeting on the Committee Date the Council's Planning Committee resolved to grant the Planning Permission subject to the prior completion of this Deed.
- H. The Owner by entering into this Deed does so to create planning obligations in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms on this Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS

For the purposes of this Deed, the following expressions shall unless the context otherwise requires have the following meanings:

Act	the Town and Country Planning Act 1990;
Accessible Transport /Parking Bay Contribution	£168,000 (one hundred and sixty-eight thousand pounds) to be spent by the Council towards the provision of accessible parking bays or alternative accessible transport measures in the vicinity of the Site;
ANUK Code of Standards for Larger Developments	the national voluntary code for student accommodation not managed and controlled by education establishments published by the Accreditation Network (UK) (ANUK);
Application	the application for full planning permission submitted to the Council for the Development and allocated Council reference number P2013/2963;
Carbon Offset Contribution	£141,515 (one hundred and forty-one thousand five hundred and fifteen pounds) to be spent by the Council on the reduction of carbon dioxide emissions from the existing building stock in the borough;
CoCP Response Document	a detailed statement setting out how the Owner intends to comply with the Code of Construction Practice during the carrying out of the Development;

Code of Construction Practice	the Council's Code of Practice for Construction Sites attached to this Deed at Schedule 4;
Code of Construction Practice Monitoring Fee	£45,958 (forty-five thousand nine hundred and fifty-eight pounds) towards the Council's costs of monitoring compliance with the Owner's obligations under the Code of Construction Practice;
Code of Local Procurement	the Council's local procurement code attached to this Deed at Schedule 6;
Committee Date	10 March 2014;
Community Access Plan	a written statement formulated in consultation with local residents detailing how the Community Centre will be managed, accessed and used;
Community Centre	a community space of approximately 180 sq. m. floorspace to be provided within the Development that will be made available for use by appropriate community groups at a room hire rate that is 75% of the Market Rent for hiring similar community floor space in the vicinity of the Site;
Community Facilities Contribution	£94,605 (ninety-four thousand six hundred and five pounds) to be spent by the Council towards the provision or

improvement of community facilities in the vicinity of the Site;

Construction Phase

the whole period of construction of the Development commencing with the first works of Implementation and ceasing on the date when the last part of the Development is certified as Practically Complete;

Development

the demolition of the existing buildings and the erection of a Part 6, Part 7, Part 8 and Part 10 storey building to provide 1135 sq.m flexible A1, A2, A3 and D1 floorspace plus 180 sq.m community space (D1) at part of ground floor level; and 862 student bedrooms at all levels together with amenity space, landscaping and public realm improvements, disabled car parking, cycle parking and other associated works;

District Heating Connection

the connection of a District Heating Network (including all necessary pipes, cables and conduits and any necessary plant and equipment) to the Development by the Council or by the Council's nominee (such nominee to be approved by the Owner) to enable the heat demands of the Development to be supplied by the District Heating Network (and topped up by energy supplied by the Heating Plant) in accordance with the

Energy Statement approved by the Council under the terms of this Deed;

District Heating Network

an energy system providing energy and renewable energy or low carbon energy through a decentralised local area network within the Borough of Islington;

Draft Full Travel Plan

a written plan to be prepared in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel Planning for new Development in London" and the Council's relevant planning policies which contains a set of potential measures to be included in the Full Travel Plan;

Employment and Training Code

the Council's employment and training code attached to this Deed at Schedule 5;

Energy Statement

a written update of the draft energy statement dated 9 October 2013 submitted as part of the Application such update to analyse and assess the technical and practical potential for the heat demands of the Development to be supplied by heat energy from a District Heating Network and by heat energy from alternative plant and equipment providing low carbon energy and which is

in accordance with the Council's adopted planning policies from time to time and which demonstrates how the Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;

Expert

has the meaning given to that term in clause 13;

Full Travel Plan

a written plan consisting of a package of practical measures to be prepared in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel Planning for new Development in London" and the Council's relevant planning policies which is tailored to the Occupiers and users of the Development and which includes a full travel survey;

Green Performance Plan

a plan or plans for monitoring the performance of relevant buildings in use against key sustainability indicators which covers the first two years of Occupation of each such building (or part thereof) and sets out measurable performance targets and indicators, arrangements for the management and monitoring of the plan, provision by the Owner of a final report on the same at the end of the two year monitoring period

and arrangements for addressing performance in the event that the agreed objectives are not met at the end of the two year monitoring period which arrangements shall include but not be limited to extension of the two years monitoring period, submission by the Owner of updating reports and implementation of new measures and/or processes to enable the relevant buildings to perform against the targets in the plan;

Health Centre Space

a suitable space within the Community Centre or such other space within the Site as may be agreed in writing with the Council for use as a health centre;

**Health Facilities
Contribution**

£210,000 (two hundred and ten thousand pounds) to be spent by the Council towards the provision or improvement of health facilities specialising in young adults' health needs in the vicinity of the Site;

Heating Plant

the on-Site heating plant and equipment comprised within the Development which is intended to generate low carbon energy to supply part of the heat demands of the Development together with all plant and equipment associated with the same and with the distribution of hot water and heating to the

Development;

Highway Reinstatement Area

the highways and footways in the vicinity of the Development shown hatched green on the Highway Reinstatement Plan;

Highway Reinstatement Payment

the sum calculated in accordance with paragraph 6 of Schedule 1 which is to be spent by the Council on the Highway Reinstatement Works;

Highway Reinstatement Plan

the plan attached to this Deed at Schedule 3;

Highway Reinstatement Works

the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Condition approved by the Council under paragraph 6.1 of Schedule 1;

Implementation

the first date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out and the term "Implement" shall be construed accordingly;

Index

the Retail Prices (All Items) Index as published by the Office for National

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

Index Linked

linked to movements in the Index between the Committee Date and the date of the payment so that the particular payment is adjusted in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A \div B)$$

Where:

Relevant Amount = the payment to be Index-Linked

A = the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is payable under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date which is three months after the Committee Date

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed;

Interest

interest at 3% (three percent) above the base rate for the time being of the Co-

operative Bank plc;

Legible London Signage

pedestrian wayfinding signs which conform to Transport for London's 'Legible London' scheme;

Market Rent

the average market rent for hiring community floorspace similar to that which is being provided as part of the Development that would be leased between a willing lessor and lessee on appropriate lease terms in an arms-length transaction after proper marketing and where the parties have each acted knowledgeably, prudently and without compulsion;

Mortgagees

the First Mortgagee and the Second Mortgagee;

Occupation

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing, security operations or display and the terms "Occupy", "Occupier(s)" and "Occupied" shall be construed accordingly;

**Open Space Facilities
Contribution**

£406,036 (four hundred and six thousand and thirty-six pounds) to be spent by the Council towards the provision or improvement of open space

in the vicinity of the Site;

Planning Permission

a full planning permission granted pursuant to the Application;

Practical Completion

the date on which the Development (or relevant part of it) is properly certified as practically complete by the Developer's relevant professional under the contract for the construction of the Development and the term "Practically Complete" shall be construed accordingly;

Reasonable Endeavours

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable;

Report

a report to be submitted by the Owner to the Council at 12 monthly intervals for a period of up to 30 years with the first Report to be submitted following the first anniversary of Occupation of the

Development in accordance with the provisions of paragraph 17.1 of Schedule 1 detailing the Student Bursary Contribution payable for each 12 month period;

Residents' Parking Bay

a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the Borough of Islington which is located outside but in the immediate vicinity of the Development;

Residents' Parking Permit

a permit issued by the Council to park a motor vehicle in a Residents' Parking Bay;

Schedule of Condition

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

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

Site

the land against which this Deed may be

enforced as shown edged red on the Site Plan which is known as 263-289 Holloway Road and 2-16 Eden Grove London N7 6NE under Title Number NGL492557;

Site Plan

the plan attached to this Deed at Schedule 7;

**Sports and Recreation
Contribution**

means the sum of £331,008 (three hundred and thirty one thousand and eight pounds) to be spent by the Council towards sports and recreation improvements in the vicinity of the Site;

Statutory Undertaker

any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;

Students

students enrolled in full-time higher education within London excluding students in receipt of a salary from an institution related to training and "Student" shall have the corresponding but singular meaning;

Student Bursary Contribution	2.4% of the total annual income from the part of the Development housing Students in accordance with the 'Student Accommodation Contributions for Bursaries Supplementary Planning Document (June 2013)' to be agreed between the Owner and the Council in accordance with paragraph 17 of Schedule 1 to be paid to the Council for a period of up to 30 years and to be spent by the Council towards bursaries for students leaving Council care and other Islington students facing hardship who are attending a higher or further education establishment in London;
Student Resident Management Plan	the plan/scheme to be submitted by the Owner for the Council's approval such plan to include but not be limited to details of restrictions on drop offs, noise agreements and provisions for monitoring and reviewing the plan subject to any variations that may be agreed in writing between the Council and the Owner from time to time;
Substantially Completed	the stage of development at which no further planning permission would be required for any of the works done to it;
TfL Highway Reinstatement Agreement	an agreement entered into between the Owner and Transport for London for the reinstatement of such of Transport for

	London's highways as fall within the TfL Reinstatement Area;
TfL Reinstatement Area	the highways and footways in the vicinity of the Development that are maintained by Transport for London;
Transport and Public Realm Contribution	£500,000 (five hundred thousand pounds) to be spent by the Council towards transport and public realm improvements in the vicinity of the Site;
Travel Plan Update	an update on the operation and effectiveness of the Full Travel Plan which takes into account any further measures requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey indicating the travel patterns of the Occupiers and users of Development.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a Party and where such persons undertake to perform or observe an obligation, all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act from time to time for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Council the successor to its statutory functions.
- 2.9 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.10 All Parts and Schedules attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings in this Deed are planning obligations relating to the Site made pursuant to Section 106 of the Act which are subject to clause 4.1 enforceable by the Council as local planning authority and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

4 LEGAL EFFECT

- 4.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
- 4.1.1 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;
 - 4.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking.
- 4.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation and the Council shall upon receipt of a written request from the Owner remove any entry relating to this Deed from the Register of Local Land Charges.

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 This Deed shall be registrable as a local land charge by the Council.
- 4.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and Developer from the Council (or vice versa) under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.9 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 unless specifically stated to be so.

5 CONDITIONALITY

This Deed is conditional upon the grant and Implementation of the

Planning Permission except in respect of those obligations in this Deed which are specified as having either immediate or earlier effect in accordance with clauses 6.2 (legal fees), 9.1 (ability to enter into Deed), 9.2 (site notices), 9.3 (registration as local land charge), 9.4 (changes in ownership), 14 (notices), 16 (jurisdiction) and paragraphs 1.1.1, 2.1, 4.2, 4.3, 6.1, 7.1, 8.3 and 18 of Schedule 1.

6 OWNER'S COVENANTS

- 6.1 The Owner covenants with the Council that it will observe the covenants, obligations and restrictions on its part contained in Schedule 1 and the Developer acknowledges that its interest in the Site shall be bound by the covenants as set out in Schedule 1.
- 6.2 The Owner covenants with the Council to pay on completion of this Deed the Council's reasonable legal costs in connection with the preparation, negotiation and completion of this Deed receipt of which the Council hereby acknowledges.
- 6.3 The Owner covenants with the Council that the residential accommodation permitted in accordance with the Planning Permission shall be occupied only by Students and the Owner shall on request provide to the Council within 14 days such documentation as may be reasonably required to enable the Council to verify that this covenant is being complied with.

7 COUNCIL'S COVENANTS

The Council covenants with the Owner to observe the covenants on its part set out in Schedule 2.

8 MORTGAGEES' CONSENT AND INDEMNITY

- 8.1 The Mortgagees acknowledge and declare that this Deed has been

entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of their mortgages over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagees shall otherwise have no liability under this Deed unless they take possession of the Site in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

- 8.2 The Owner hereby indemnifies the Second Mortgagee against all costs it may incur in complying with the terms of this Deed unless the Second Mortgagee becomes a mortgagee in possession at which point this indemnity will cease to apply.
- 8.3 The obligations of the First Mortgagee and the Second Mortgagee are several and none shall incur liability hereunder for breach by the other of the obligations herein contained.

9 TITLE AND CHANGE IN OWNERSHIP

- 9.1 The Owner the Developer and the Mortgagees each covenant that they have full power to enter into this Deed and bind themselves to the covenants and obligations contained in it and that this Deed has been properly executed by them.
- 9.2 The Owner covenants that it is the freehold owner of the entire Site and that the Site is free from mortgages, charges or other financial encumbrances other than the legal interest of the Developer and Mortgagees referred to in Recital C D and E above and that there is no other person having any legal interest in the Site.
- 9.3 The Owner agrees to apply to the Chief Land Registrar to register this Deed in the Register of its title to the Site and to supply to the Council as soon as reasonably practicable after registration official copies of such titles to show the entry of this Deed in the Charges Registers of the

same.

- 9.4 The Owner agrees to give the Council immediate written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice shall include 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 PROVIDED THAT it is agreed that this clause shall not apply to the letting of units of occupation.

10 INDEXATION

All sums payable to the Council under Schedule 1 of 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

- 12.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.

- 12.2 The Parties shall at all times use Reasonable Endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon any party which is additional to the

obligations contained in this Deed.

12.3 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 thing in any way arising out of or connected with this Deed shall be referred to the decision of a single expert ("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 on the application of any Party.

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 save in the event of fraud or manifest error.

13.5 The terms of reference of any Expert appointed to determine a dispute

disagreement or difference shall include the following:

- 13.5.1 the Expert shall call for representations from the Parties within 21 days of a reference to him under this Deed and require the Parties to exchange representations within this period;
- 13.5.2 the Expert shall allow the Parties 14 days from the expiry of the period referred to under paragraph 13.5.1 above to make counter representations;
- 13.5.3 any representations or counter representations received out of time may be disregarded by the Expert;
- 13.5.4 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;
- 13.5.5 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 this Clause 14.
- 14.2 Any such notice or other communication, if so addressed, shall be deemed to have been received if delivered in accordance with the provisions of section 196 of the Law of Property Act 1925.

14.3 The address, relevant addressee and reference for each Party are:

for the Council:

Address: Strategic Planning and Transport, Planning and Development, Islington Council, 222 Upper Street, London N1 1XR

Relevant addressee: Principal Planner – Obligations (section 106)

for the Owner:

Address: 166-220 Holloway Road London N7 8DB

Relevant addressee: Paul Bowler

Reference: Land at 263-289 Holloway Road (Planning Application Ref.: P2013/2963)

for the Developer:

Address: The Core, 40 St Thomas Street, Bristol, Avon BS1 6JX

Relevant addressee: The Company Secretary

Reference: Land at 263-289 Holloway Road (Planning Application Ref.: P2013/2963)

for the First Mortgagee:

Address: 1 Churchill Place, London E14 5HP

Relevant addressee: Richard Robinson, Director, Public Sector - Education

Reference: Land at 263-289 Holloway Road (Planning Application Ref.: P2013/2963)

for the Second Mortgagee:

Address: Leasing, Lloyds Banking Group, 33 Old Broad Street, London EC2N 1HZ

Relevant addressee: Head of Leasing

Reference: Land at 263-289 Holloway Road (Planning

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

15 INDEMNITY

The Owner agrees to indemnify and keep the Council fully indemnified against all claims, demands, actions, costs and expenses for which the Council may become liable arising out of any failure by the Owner to perform any of the obligations contained in this Deed provided that the Council shall keep the Owner informed of any such claims, demands, actions, costs and expenses and shall have regard to any proper representations made by the Owner.

16 JURISDICTION

16.1 The validity, construction and performance of this Deed is governed by and construed in accordance with the law of England and Wales.

EXECUTED AS A DEED and delivered as such on the date first written.

SCHEDULE 1
(Owner's and Developer's Covenants)

1 NOTICES

1.1 The Owner will give the Council not less than 14 days prior written notice of each of the following dates:

1.1.1 Implementation of the Planning Permission;

1.1.2 Practical Completion of the Development; and

1.1.3 first Occupation of the Development;

1.2 The Owner shall not Implement until the relevant notice referred to in paragraph 1.1.1 above has been duly given.

1.3 The Owner shall not Occupy the Development until the notices referred to in paragraphs 1.1.2 and 1.1.3 above have been duly given.

2 FINANCIAL CONTRIBUTIONS

2.1 The Owner shall on or prior to Implementation of any part of the Development pay to the Council the full amounts of the:

2.1.1 Accessible Transport / Parking Bay Contribution;

2.1.2 Carbon Offset Contribution;

2.1.3 Code of Construction Practice Monitoring Fee;

2.1.4 Community Facilities Contribution;

2.1.5 Health Facilities Contribution;

2.1.6 Open Space Facilities Contribution;

2.1.7 Sports and Recreation Contribution;

2.1.8 Transport and Public Realm Contribution;

2.2 The Owner shall not Implement the Development unless it has paid to the Council the contributions which are referred to in paragraph 2.1 above in full.

3 EMPLOYMENT AND TRAINING

3.1 The Owner shall at all relevant times use Reasonable Endeavours to comply and ensure compliance with the Employment and Training Code.

3.2 The Owner shall use Reasonable Endeavours to ensure that at all times during the Construction Phase not less than 44 (forty-four) construction trade apprentices shall be employed at the Development always ensuring that each apprentice shall be:

3.2.1 a resident of the London Borough of Islington;

3.2.2 recruited through the Council's Business and Employment Support Team;

3.2.3 employed during the Construction Phase with each such apprentice to be employed for not less than 13 weeks and paid at a rate not less than the national minimum wage;

3.2.4 supported through pay day release to undertake relevant training; and

3.2.5 provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs.

- 3.3 To facilitate compliance with the requirements of paragraph 3.2 above, the Owner shall at all times work in partnership with the Council's Business and Employment Support Team using all reasonable endeavours to ensure that:
- 3.3.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase to the Council's Business and Employment Support Team;
 - 3.3.2 the Council's Business and Employment Support Team is notified of all vacancies arising from the building contract for the Development for employees, self-employees contractors and sub-contractors;
 - 3.3.3 the Council's Business and Employment Support Team is supplied with a full labour programme for the Construction Phase (with six-monthly updates) demonstrating (i) what skills and employment are needed through the Construction Phase and (ii) measures to ensure that these needs are met as far as reasonably possible through the provision of local labour from residents of the London Borough of Islington; and
 - 3.3.4 the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Islington Working and employed during the Construction Phase.
- 3.4 In the event that, having used its Reasonable Endeavours, the Owner is unable to provide 44 (forty-four) construction trade apprenticeships in accordance with this paragraph 3, the Owner shall pay to the Council within 14 days of receipt of a written demand the sum of £5,000 for each of the construction trade apprenticeships that the Owner shall not have provided (up to an aggregate total sum of £220,000), such sum or

sums to be utilised by the Council towards employment and training initiatives in the Borough of Islington.

- 3.5 It is agreed between the Parties that nothing in this paragraph 3 shall require the Owner (or its building contractor as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law or that would put the Owner in breach of any pre-existing contractual arrangement that is in existence at the date of this Deed.

4 CONSTRUCTION

Code of Construction Practice

- 4.1 The Owner shall at all times during the Construction Phase use Reasonable Endeavours to observe and comply and ensure compliance with the Code of Construction Practice.

CoCP Response Document

- 4.2 The Owner shall not less than one month before the carrying out any works of Implementation prepare and submit to the Council for its approval a CoCP Response Document which shall include:

4.2.1 a review of the Code of Construction Practice with specific reference to the Site's proposed construction programme;

4.2.2 a statement of how the Owner will ensure compliance with the Code of Construction Practice; and

4.2.3 a community liaison strategy detailing:

a telephone number and email address for enquiries concerns or complaints raised by the general public or affected bodies;

a named community liaison manager ("Community Liaison Manager") to be responsible for dealing with all enquiries;

a provision for logging all enquiries along with the response given;

a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;

a provision for monthly meetings organised by the Community Liaison Manager with members of the Council's public protection team in order to review complaints discuss monitoring results site progress and forthcoming work;

attendance by the Owner or their representative at a public meeting to be organised by the Council prior to Implementation on Site to introduce the project team, discuss the work programme and provide details of the helpline and complaints procedure;

information on the format of the meeting and the method of notification to the public is to be decided by officers of the Council's public protection team in consultation with the Owner;

provision for the Community Liaison Officer to distribute a newsletter updating the community on Site issues in a format agreed with officers of the Council's public protection team; and

other provisions as may be required by the Council.

- 4.3 The Owner shall not Implement the Planning Permission until a CoCP Response Document has been submitted to and approved in writing by the Council in accordance with this Deed.

- 4.4 The Owner shall at all times comply in all respects with the approved CoCP Response Document (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved CoCP Response Document and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.
- 4.5 It is agreed between the Parties that nothing in this paragraph 4 shall require the Owner (or its building contractor as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law or that would put the Owner in breach of any pre-existing contractual arrangement that is in existence at the date of this Deed.

5 LOCAL PROCUREMENT

The Owner shall at all times use Reasonable Endeavours to comply and ensure compliance with the Council's Code of Local Procurement and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance PROVIDED THAT nothing in this paragraph 5 shall require the Owner (or its building contractor as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law or that would put the Owner in breach of any pre-existing contractual arrangement that is in existence at the date of this Deed.

6 HIGHWAY RE-INSTATEMENT

- 6.1 The Owner shall not Implement the Planning Permission until such time as an initial Schedule of Condition has been submitted to and approved in writing by the Council.

- 6.2 The Owner shall notify the Council in writing as soon as possible after works to construct the Development have reached the stage where further works will not adversely affect the Highway Reinstatement Area.
- 6.3 The Owner shall submit to the Council for its written approval (such approval to be in the Council's absolute discretion but acting reasonably) a further Schedule of Condition and a specification for the Highway Reinstatement Works as soon as reasonably practicable after the Owner has notified the Council under paragraph 6.2 above and in any event not later than 14 days after Practical Completion of the whole of the Development.
- 6.4 The Owner shall co-operate at all times in good faith with the Council to enable the Council to accurately and quickly estimate and then, following its consideration of the Schedule of Condition and specification referred to in paragraph 6.3 above, quantify the full amount of the Highway Reinstatement Payment.
- 6.5 The Owner shall pay the Highway Reinstatement Payment in full upon the Council's written demand.
- 6.6 The Owner shall not Occupy or permit any part of the Development to be Occupied until such time as the Council has calculated the full amount of the Highway Reinstatement Payment (acting in accordance with the provisions in this Deed) and the Highway Reinstatement Payment so calculated has been paid to it in full.

7 TfL HIGHWAY REINSTATEMENT AGREEMENT

- 7.1 The Owner shall not Implement the Planning Permission unless and until:

7.1.1 Transport for London expressly notifies the Council in writing

that a TfL Highway Reinstatement Agreement is not required in connection with the Development; or

7.1.2 The Council has received satisfactory written notification from Transport for London of the completion of a TfL Highway Reinstatement Agreement in connection with the Development.

8 DISTRICT HEATING

8.1 The Owner will ensure that the Development is constructed to include a connection point for a District Heating Connection.

8.2 The Owner will ensure that the buildings comprised in the Development are capable of connecting to a District Heating Network with connections capable of:

8.2.1 providing tees, isolation valves and controls capacity in the hot water heaters to facilitate the connection of an interfacing heat exchanger at a later date;

8.2.2 reserving space for heat exchangers to allow connection; and

8.2.3 safeguarding route and space provision to permit the laying of pipework from the Heating Plant room to the Site boundary so that connections can be made at a later date to the District Heating Network.

8.3 The Owner will not Implement the Development until a draft Energy Statement has been submitted to and approved in writing by the Council.

8.4 The Owner shall at all times comply in all respects with the approved Energy Statement (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved Energy

- Statement and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.
- 8.5 Subject to the application of paragraph 8.6 below and any regulatory changes governing the communal supply of energy, the Owner will not Occupy the Development until a District Heating Connection has been made to the Development to supply the heat demands of the Development in accordance with the Energy Statement approved under this paragraph 8.
- 8.6 If, prior to Practical Completion of the Development, the Owner demonstrates to the Council's reasonable satisfaction (supplying copies of all appropriate evidence) that the proposed connection charges to a District Heating Network are not reasonable and not economically viable, then the Owner will not Occupy or permit the Occupation of the Development until it has installed on-Site and at their own cost alternative or additional plant and equipment providing low carbon energy to serve the heat demands of the Development in accordance with the Energy Statement approved under this paragraph 8 AND the Owner shall, not later than 24 months after first Occupation of the Development provide the Council with copies of all such evidence and supporting information and documentation as may reasonably be requested or required by the Council (including copies of good quality combined heat and power annual returns) to demonstrate that such alternative or additional plant and equipment is fully operational in accordance with this paragraph 8.
- 8.7 The Owner will as soon as reasonably practicable after the date of this Deed enter into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat demands of the Development.
- 8.8 In the event that a District Heating Connection is not made in accordance with paragraphs 8.5 and 8.6 above, the Owner agrees that it

will on the written request of the Council do all such things as are necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraphs 8.5 and 8.6 above subject to the following conditions:

8.8.1 at least one year's prior written notice is given to the Owner by the Council;

8.8.2 it would be economically viable for the Development to be connected to the District Heating Network.

9 TRAVEL PLAN

9.1 The Owner shall not Occupy any part of the Development until the Owner has submitted the Draft Full Travel Plan to the Council for the Council's written approval.

9.2 The Owner shall submit the Full Travel Plan to the Council for the Council's written approval no later than six months after first Occupation of the Development unless otherwise agreed in writing with the Council.

9.3 The Owner shall submit the Travel Plan Update to the Council no later than the 3rd anniversary of first Occupation of the Development.

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

9.5 The Owner shall use Reasonable Endeavours to ensure that the owners and occupiers of the Development comply with the provisions of the Full Travel Plan and any revisions thereto PROVIDED THAT any failure on the part of the Owner to comply with this provision which is due to acts, events or other circumstances beyond the reasonable control of the

Owner shall not constitute a breach of this Deed.

10 GREEN PERFORMANCE PLAN

10.1 The Owner shall submit for the Council's approval a draft of the Green Performance Plan not later than 6 months from the date of first Occupation of the Development.

10.2 The Owner shall submit a final report on the implementation of the approved Green Performance Plan at the end of the nominated monitoring period of two years (or such extended period as the Parties may otherwise agree) to the satisfaction of the Council.

10.3 If the final report submitted under paragraph 10.2 above shows that the agreed targets have not been or are not being met, the matter will be investigated to identify causes of underperformance and potential mitigation measures. Where measures are identified which it would be reasonably practicable to implement, an action plan comprising such measures will be prepared by the Owner's relevant building manager and agreed with all Occupiers or their representatives and then issued to the Council.

10.4 If it is not reasonably practicable to implement measures sufficient to achieve the original targets contained in the approved Green Performance Plan, a revised target which is achievable will be discussed between the Parties and (if it is satisfied) agreed by the Council.

10.5 The Owner shall at all times comply in all respects with the approved Green Performance Plan (as amended, if amended, from time to time) and in the event of non-compliance with this paragraph 10.5, the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

11 CAR FREE DWELLINGS

11.1 The Owner shall not Occupy or permit or continue to permit the Occupation or continued Occupation of any dwelling comprised in the Development by any person who has a permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington except in the following circumstances:

11.1.1 The person is or becomes entitled to be a holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970; or

11.1.2 The person has held a Residents' Parking Permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington for a continuous period of at least one year immediately before his/her use and/or Occupation of the relevant dwelling.

11.2 The Owner shall procure that the restrictions set out in paragraph 11.1 above are included in any lease, agreement for lease, option, licence, tenancy or other disposal to any person of any dwelling comprised in the Development and in all material used for advertising or marketing such dwellings and the Owner shall not enter into or grant or permit the entry into or grant of any such lease, agreement for lease, option, licence, tenancy or other disposal unless such restrictions are contained in it.

12 COMMUNITY ACCESS PLAN

12.1 The Owner shall submit the Community Access Plan for the Council's approval prior to Occupation of the Development which shall include (including details and justifications where necessary, such as on pricing and access):

- Arrangements for ongoing consultation with residents and other local stakeholders (which should normally include at least one public meeting per annum following Occupation of the Development);

- Date by which the facility has to / is allowed to be completed, opened or made available to the public;
- Proposed arrangements for liaison between the facility, the Development, residents and/or the Council;
- Times at which the facility will be open to the public if there is a gate or door which can prevent public access;
- Arrangements for times when the facility is closed;
- Other community access arrangements (location of entrances etc);
- Pricing policy;
- How and by whom a facility will be managed (including making arrangements for cleaning, hiring etc);
- Where (on what websites, publications etc, eg. Council and Voluntary Action Islington website) and how a facility will be advertised (e.g. length of advertisement period);
- How it is anticipated that a facility will be occupied (e.g. target local community groups) and what types of activities will be likely to take place (including implications for noise, transport etc);
- How a facility will complement existing services or activity in the locality;
- How a facility will be staffed (on-site / off-site, by whom, at what times etc);
- Arrangements for how any changes in the above arrangements will be managed; and

- Arrangements for the regular review of the Community Access Plan at certain intervals (usually 6 months, 3 years, 5 years and 7 years after inception).

12.2 The Owner shall not Occupy or permit the Occupation of the Development until the Community Access Plan has been approved in writing by the Council.

12.3 The Owner shall at all times comply with the approved Community Access Plan (and any amendments to it which may be approved by the Council in writing from time to time) and in the event of non-compliance with this paragraph the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

13 HEALTH CENTRE

13.1 Prior to Occupation the Owner shall provide and layout the Health Centre Space.

13.2 The Owner shall not Occupy the Development until the Health Centre Space is provided and laid out to the Council's satisfaction.

13.3 The Owner shall make the Health Centre Space available for use by a provider of healthcare services specialising in young adults' health needs:

13.3.1 at least twice a week; and

13.3.2 on a rent free basis for a minimum period of three years from first Occupation.

14 STUDENT RESIDENT MANAGEMENT PLAN

14.1 The Owner shall submit the Student Resident Management Plan for the Council's approval prior to Occupation of the Development.

14.2 The Owner shall not Occupy the Development until the Student Resident Management Plan has been approved in writing by the Council.

14.3 The Owner shall supply a copy of the Student Residents Management Plan free of charge upon request by any person.

15 DESIGN REVIEW PANEL

The Owner shall submit all exterior design details relating to the Development to Islington's Design Review Panel and the Owner shall pay to the Council within 28 days of demand the relevant fee for each review and if applicable follow-up review.

16 CONTRIBUTION TO LEGIBLE LONDON SIGNAGE

The Owner shall pay to the Council within 28 days of written demand a contribution towards the provision of Legible London Signage in the vicinity of the Site, such sum to be determined by the Council (acting reasonably) in consultation with Transport for London.

17 STUDENT BURSARY CONTRIBUTION

17.1 The Owner shall submit the Report to the Council for approval at 12 monthly intervals following the first anniversary of Occupation of the Development.

17.2 The Owner shall upon request by the Council provided any such information and/or documentation that the Council may reasonably require in order to verify the Report and the time taken to provide such information and/or documentation shall be disregarded for the purposes

of calculating the 28 day period referred to in paragraph 17.3 below.

17.3 Within 28 days of the Council receiving from the Owner a Report the Council shall notify the Owner in writing of the Council's approval to the Report PROVIDED THAT if the Council does not notify the Owner of its approval within 28 days it shall be deemed that the Council has approved the Report submitted by the Owner AND FURTHER PROVIDED THAT if the Council disputes the contents of the Report or if agreement cannot otherwise be reached between the Council and the Owner within the 28 day period referred to in this paragraph 17.3 then the provisions of clause 14 relating to expert determination may be invoked by either party.

17.4 The Owner shall pay to the Council the relevant Student Bursary Contribution within 7 working days of approval of the relevant Report approved in accordance with paragraph 17.3 above with each subsequent payment to be paid on the 12 month anniversary of the previous payment following approval of each Report for a period of 29 years (30 payments in total) or until the date that the Site ceases to be used for Student accommodation (whichever is the shorter period of time).

18 ANUK CODE

18.1 The Owner shall not Implement the Development until the Owner has joined the ANUK Code of Standards for Larger Developments.

18.2 The Owner shall not Occupy the Development until the Development:

18.2.1 is constructed in accordance with the ANUK Code of Standards for Larger Developments; and

18.2.2 has been assessed by a member of the verification team against the ANUK Code of Standrads for Larger

Developments and the results reported to the Council within seven (7) days of receipt.

SCHEDULE 2
(Council's Covenants)

1. The Council covenants with the Owner to use all sums received from the Owner under this Deed for the purposes specified in this Deed for which they have been paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree from time to time PROVIDED THAT the Council may in any event spend up to 5 (five) per cent of such sums on the costs of implementing and monitoring compliance with this Deed which sum shall not include the legal costs incurred in drawing up this Deed.
2. The Council will (so far as it is lawfully and reasonably able to so do) upon the written request of the Owner and payment of its reasonable administrative costs at any time after each or all of the obligations of the Owner under this Deed have been performed or otherwise discharged issue written confirmation of such performance or discharge and effect the cancellation of relevant entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed.
3. The Council covenants with the Owner that on written request by the Owner or the party that actually paid the sum it will repay to the Owner or the party that actually paid the sum such amount of any payment (excluding any sums paid by the Council to Transport for London) made by the Owner to the Council under this Deed which has not been spent or that remains unexpended or uncommitted after the period of 5 years commencing with the date of receipt by the Council of such payment together with any interest accrued on the amount that has not been spent.
4. For the avoidance of doubt the sums or any part of them shall be

deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.

5. The Council shall (except in relation to any sums paid by the Council to Transport for London) on the written request of the Owner or the party that actually paid the sum provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

SCHEDULE 3
(Highway Reinstatement Plan)

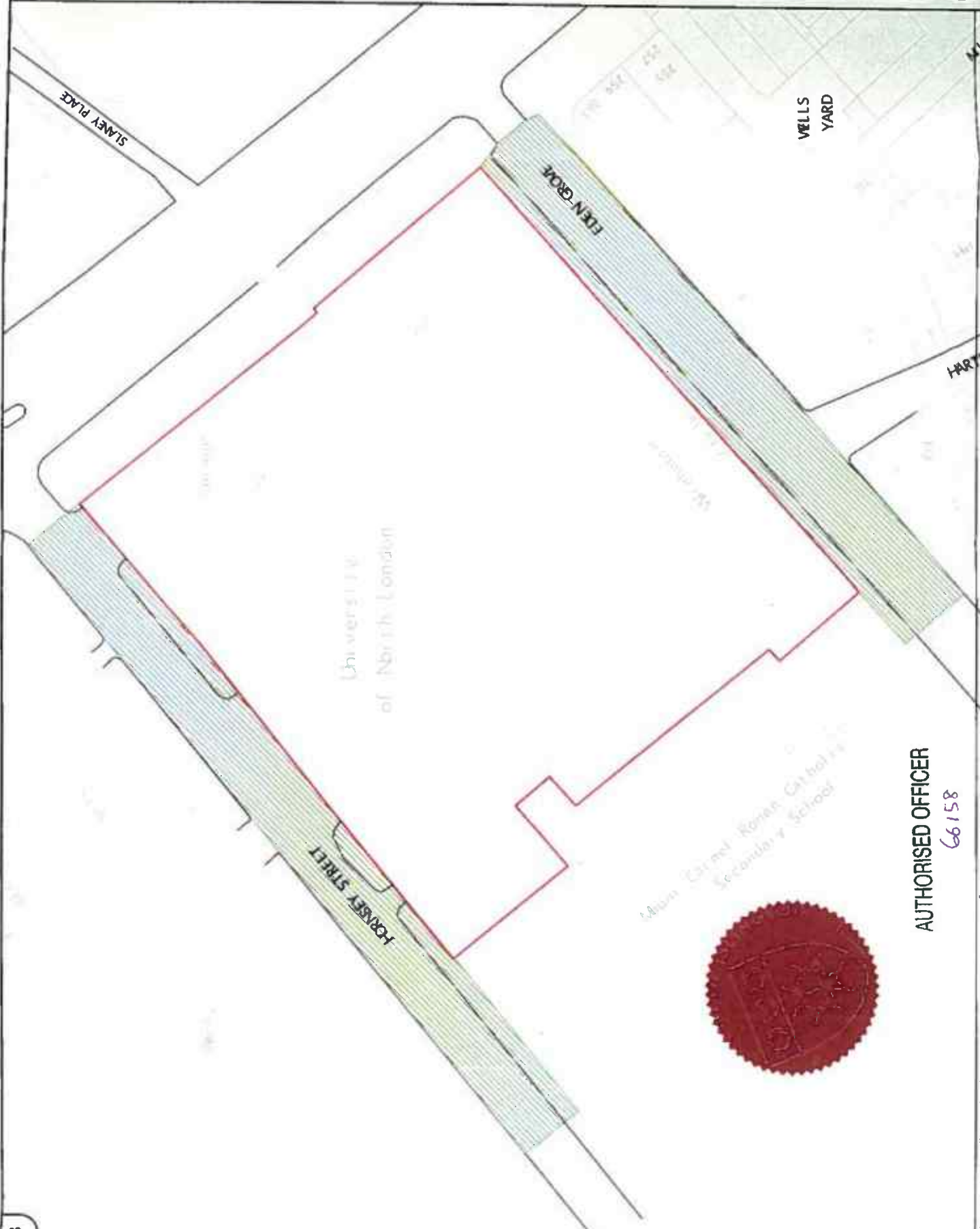
6.5.2014



LONDON
metropolitan
university

ISLINGTON
Environment & Regeneration
Street Management Service
Atkinson, Drivers and Street Management
020 846 4416
222 Upper Street, London, N1 9JH

Project	Contract	Sublet to		Sublet to	Approved by
		Contract	Sublet to	Contract	Approved by
					Signature



AUTHORISED OFFICER

66158



SCHEDULE 4
(Code of Practice for Construction Sites)



ISLINGTON

Code of Practice for Construction Sites

Public Protection Division

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: noise.issues@islington.gov.uk

Contents

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

Introduction

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

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

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

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

The code applies to all types of building work:

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

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

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

Legal framework

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

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

You may want to apply for prior consent for work on construction sites under Section 61 of the Control of Pollution Act 1974. Here the code will help you make a successful application. You should contact the Public Protection Division for advice and an information pack.

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

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

Community relations

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

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

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

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

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

Considerate contractors

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

Hours of working

Sites will be allowed to carry out noisy work between:

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

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

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

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

Standards to protect the environment

Temporary structures

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

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

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

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

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

Cranes

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

Road closures

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

Connections

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

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

Nuisance

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

Construction traffic

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

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

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

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

Current restricted areas include:

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

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

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

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

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

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

When works are finished

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

Air pollution and dust

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

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

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

Planning and management:

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

Site preparation, demolition, earthworks and landscaping:

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

Haulage routes, vehicles and plant:

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

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

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

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

Contaminated land

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

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

Below we have listed some of the appropriate guidance:

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

Waste disposal and the 'duty of care'

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

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

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

Asbestos

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

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

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

The following legislation applies:

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

Noise

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

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

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

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

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

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

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

Vibration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Water

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

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

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

Pest control

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

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

Waste disposal, recycling and sustainability

Recycling

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

Waste

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

REDUCE WASTE

REUSE

RECYCLE

DISPOSAL

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

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

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

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

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

You can identify markets to sell or donate materials to such as the British Research

Establishment Materials Information Exchange, Waste Alert North London (the council is a member) and the Waste Exchange Listing Service (see www.click2waste.com).

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

Protection of trees

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

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

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

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

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

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

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

Ecology

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

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

Archaeology

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

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

Useful contacts

General enquiries:

For all general Islington Council related enquiries please call:

Contact Islington

Tel: 020 7527 2000

Web: www.islington.gov.uk

Other useful council contacts:

Public Protection Division

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: noise.issues@islington.gov.uk

Greenspace and Leisure Division

Ecology Centre

191 Drayton Park Road

London N5 1PH

Ecology and Ranger

Manager

Tel: 020 7527 3287

Parking Services Division

Tel: 020 7527 1338

Planning Division

222 Upper Street

London N1 1YA

Environmental Policy

Co-ordinator

Tel: 020 7527 2001

Tree Preservation Officer

Tel: 020 7527 2383

Street Management Division

222 Upper Street

London N1 1YA

Highways and Traffic and

Engineering Teams

Tel: 020 7527 2000

Email: [street.management@ islington.gov.uk](mailto:street.management@islington.gov.uk)

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

BRE Bookshop, Garston, Watford, Hertfordshire WD25 9XX

Tel: 01923 664262

Email: bookshop@bre.co.uk

Web: www.brebookshop.com

Considerate Contractors Scheme

PO BOX 75

Ware SG12 OYX

Tel: 0800 783 1423

Email: enquiries@ccscheme.org.uk

Web: www.ccscheme.org.uk

Environment Agency: Thames Region

North East Area Office, Apollo Court

2 Bishops Square Business Park

St Albans Road West, Hatfield

Hertfordshire AL10 9EX

Tel: 08708 506 506

Email: enquiries@environment-agency.gov.uk

Web: www.environment-agency.gov.uk

Greater London Archaeological Advisory Service

English Heritage

1 Waterhouse Square

London EC1N 2ST

Tel: 020 7973 3733

Web: www.english-heritage.org.uk

Home Office

Direct Communications Unit

2 Marsham Street

London SW1P 4DF

Tel: 020 7035 4848

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

Web: www.homeoffice.gov.uk

SCHEDULE 5
(Employment and Training Code)

EMPLOYMENT AND TRAINING CODE

September 2013

1.0 Planning Obligations and Section 106 Agreements

- 1.1 Islington Council is committed to improving job opportunities for local residents, especially those who are disadvantaged in the labour market. This commitment aligns itself with the objectives of many other organisations such as the Greater London Authority, London Councils, the Skills Funding Agency and DWP Jobcentre-plus.
- 1.2 The purpose of the Employment and Training Code is to outline and give information regarding the roles and responsibilities of Council officers and developers in complying with planning obligations relating to employment and training. Planning obligations aimed at providing employment and training for local unemployed residents will be required from any development sites which meet one or both of the following thresholds:
 - Developments containing 10 residential units or more, hotels, student accommodation or hostels with 20 or more rooms, or an uplift in business/employment floorspace of 500m² Gross External Area (GEA) or more. These developments are required to provide **on-site construction training opportunities during the construction phase**.
 - Developments with an uplift in business / employment floorspace of 500m² or greater (GEA). These developments are required to provide **employment and training opportunities, including apprenticeships, aimed at enabling local unemployed people to gain employment in the development once it begins operating commercially**.
- 1.3 Such planning obligations are used as part of the planning application process to address planning issues and impacts arising from a development proposal. They also help to ensure that new development is sustainable and assist in meeting the objectives of the Council's Policies and Strategies, including Islington's Core Strategy (February 2011) and its Corporate Plan 2012-15, which builds on the recommendations of the Council's Fairness Commission.
- 1.4 Planning obligations are normally agreed between the Council, land owners and developers in a legal agreement called a Section 106 agreement and are intended to make a development acceptable which would otherwise be unacceptable in planning terms.
- 1.5 The Employment and Training Code is designed to support contractors in fulfilling their commitments by clarifying what is required from the outset as well as the time-frame needed to achieve satisfactory results. The Council's Business Employment Support Team (BEST) will seek to work in partnership with contractors to assist them in meeting obligations.
- 1.6 The details of amounts paid either in wages to employees and trainees or directly as a financial contribution to the Council towards the employment and training activities it undertakes are negotiated and agreed before being embedded in the final Section 106 agreement.
- 1.7 The policy justifications and formulae on which this and other planning obligations are based are specified in Islington Council's Supplementary Planning Document (SPD) on Planning Obligations, which was published for consultation on 5th August 2013.

2.0 Policy Context

National

- 2.1 The National Planning Policy Framework (NPPF) highlights the importance of promoting development that is economically as well as socially and environmentally sustainable. The planning system can play an active role in guiding development to sustainable solutions where economic growth secures higher social and environmental standards (NPPF paragraphs 7-8).

London

- 2.2 Development can help to maximize opportunities for community diversity, inclusion and cohesion, sustaining continued regeneration efforts and redressing persistent concentrations of deprivation. The London Plan (2011) states that boroughs are encouraged to investigate with developers the possibility of providing local businesses and residents with the opportunity to apply for employment during the construction of developments (London Plan paragraph 4.64) and jobs and training opportunities including apprenticeships in the resultant end use (London Plan Policies 4.12 and 2.9). London Plan Policy 8.2 further emphasises that importance should be given to securing opportunities for learning and skills development in the use of planning obligations and that development proposals should address strategic as well as local priorities in planning obligations.

Islington

- 2.3 One of the six priorities of the Islington Corporate Plan (2012-2015), building on the Islington Fairness Commission Report (June 2011), is for the cycle of poverty to be broken.
- 2.4 According to the Indices of Deprivation (IMD 2010), Islington is the 14th most deprived borough in England and fifth most deprived in London. Over half of Islington's Lower Layer Super Output Areas (LSOAs) are among the 20% most deprived LSOAs nationally and 53% of Islington's population lives in a deprived LSOA. Only ten other local authorities have a higher proportion of their population living in deprived local areas.
- 2.5 Despite significant employment growth over the last 15-20 years, levels of worklessness in Islington remain very high (Census 2011 found 6% of Islington residents aged 16-74 to be unemployed). This has been exacerbated by a shift towards a highly skilled, knowledge based economy, resulting in significant skills gaps between many of Islington's unemployed residents and the types of jobs being created, which are inaccessible without complementary employment and training opportunities.
- 2.6 Islington's Core Strategy objective 8 is: "tackling worklessness through training and employment initiatives". Policy CS 13 requires that opportunities for employment, training and other measures to overcome barriers to employment are provided through the construction phase of a development, as well as through the end use of a building. This is to ensure that some of the benefits of London's large construction and other employment markets go to resident workers, to help reduce local unemployment and barriers to employment. Using local labour also reduces the need to travel which will help to ensure that development is more environmentally sustainable, in line with Policy CS 10.
- 2.7 Full information on how the Code of Employment and Training helps to deliver these objectives are set out below.

3.0 Islington Council Employment and Training contacts:

Business and Employment Support Team
Islington Council
Islington Town Hall
London N1 2UD
best@islington.gov.uk
020 7527 3465

Pascal Coyne
Business and Employment Support team Development Officer Strategy and Community Partnerships
Islington Council
Islington Town Hall
London N1 2UD

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

- 3.1 Pascal's role includes liaising between the Council's regeneration, planning and legal departments and in particular with the planning obligations team negotiating Section 106 agreements. Once planning obligations have been agreed and signed and the planning permission implemented, Pascal will meet with the developer and/or their principle contractor to discuss and agree actions regarding dispatching the undertakings agreed in the heads of terms and set out within this Code.

Stav Aristokle / Ray Manning
Business and Employment Support Team Development Officers (
Islington Council
Strategy and Community Partnerships
Islington Council
Islington Town Hall
London N1 2UD

Tel: **020 7527 3559**- Mobile: **0782 690 4358**
Stav.aristokle@islington.gov.uk

Tel: **020 7527 3484**
Ray.manning@islington.gov.uk

- 3.2 The BEST development officer's role is to liaise between developers and their contractors/sub-contractors. Stav is usually the primary contact at BEST in regards to both employment & construction skills training, but she is on maternity leave during 2013, and in her absence the other officers are the key contacts. BEST have an established working relationship with many primary developers in the borough. Stav, or her appointed officer, is the single point of contact initially and will nominate agents both within and outside the Council who will undertake all aspects of the recruitment.

4.0 The Code

Construction Phase

- 4.1 We require that the developers meet with the LBI BEST at least 1 month in advance of tendering contracts to undertake the code specifics.
- 4.2 **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:**
- 4.3 All contractors and sub-contractors appointed will be required to liaise with the LBI BEST to ensure the successful and consistent application of this code.
- 4.4 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.
- 4.5 Each paid construction training placement will be paid by the developer or their contractor and / or their sub-contractor(s). Ideally, the wages will be to the level of the London Living wage. However, lawfully they must be no less than the national minimum wage. The duration of each paid placement will be no less than 13 weeks.
- 4.6 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. Other specifics of paid work placements, such as variance to the 13 weeks, must be agreed with the BEST Development Officer (Pascal, Ray or Stav) at the pre-contract meeting.
- 4.7 The developer / contractor will work with BEST to attain paid on-site construction training placements lasting no-less than 13 weeks from developments providing:
 - 10 residential units or above, hotels, student accommodation or hostels with 20 or more rooms
 - an uplift in business / employment floor-space of 500m² or greater (Gross External Area (GEA))
- 4.8 The developer / contractor will work with the BEST Development Officer to attain 1 Modern Apprenticeship per 5000 sq. m on any project where works are expected to last for at least 52 weeks.
- 4.9 The developer / contractor will liaise with the BEST team to arrange professional input to career days, teacher training and work experience to benefit the career development of Islington students'.

Contracts with sub-contractors

4.10 LBI BEST require the developer / principle contractor to:

- 4.11 Include a written statement in their contracts with sub-contractor(s) instructing them to liaise with the LBI BEST to discuss, agree and implement the specifics of the work placements.
- 4.12 Brief sub-contractor(s) on the requirements of the Employment and Training Code and ensure co-operation is agreed as a prerequisite to accepting sub contract tenders.

Recruitment

4.13 Target recruitment from the local area with the understanding that:

- 4.14 Pre-agreed paid work placement numbers should be fully met, as directed by the LBI *'Business and Employment Support Team'*.
- 4.15 Failure to comply with 4.14 will result in a financial penalty to the value of the minimum 13 week employment period plus the cost to the Council of providing an alternative employment outcome (see Islington Council's 2013 SPD - points 5.17-5.18)
- 4.16 The nominated delivery agent for the LBI 'BEST' will circulate vacancy details to suitable local resident facing services and match suitable candidates to job specifications for consideration at interview by the developer / contractor or sub-contractor/s.
- 4.17 All clients submitted for consideration by a Council nominated agency who fully meet the job specification shall be guaranteed an interview by the developer/contractor/sub-contractor/s.
- 4.18 One full apprenticeship should be provided per 5000 sq. m of development where works are expected to last for at least 52 weeks.

Monitoring

4.19 Provide regular monitoring and information on:

- 4.20 Trainee's progress on site, number of weeks engaged on site, skills attained, support needed (from LBI BEST) and any other relevant information as directed by the BEST team.
- 4.21 Standards of service, product and delivery arising from Local procurement activities.
- 4.22 A six to eight week basis, via e-mail, phone fax or liaison meeting.

Managing trainee's and productivity

4.23 LBI Business Employment Support Team can where necessary:

- 4.24 Provide CSCS card funding and safety equipment and tools for local people taken on through the project.
- 4.25 Identify on-going training needs and provide for these if necessary, where eligibility allows.
- 4.26 Conduct a Health and Safety assessment and assess prior learning.
- 4.27 Organise post placement support visits, for liaising with the relevant supervisor to ensure both parties are satisfied with progress and/or make any necessary interventions to achieve sustainability of employment.

4.28 The main contractor is obliged to:

- 4.29 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.
- 4.30 Ensure employees' will work on site under the direction and control of the contractor.
- 4.31 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.

- 4.32 Allow / enable trainees to attend college-based courses either on a day release or block release basis as required / appropriate. These can be organised through LBI BEST. The contractor must be aware that payments to apprentices will continue during this period.

Operational (post-completion phase)

- 4.33 **Developer to inform lease holder of the Council's aspirations to secure employment opportunities for local unemployed residents arising from new developments and encourage them to attend liaison meetings with LBI BEST to:**
- 4.34 Meet with BEST 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.
- 4.35 Discuss co-operation with Islington's BEST and the Education and Pathways to Employment board 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 BEST team for students so that they are provided with knowledge of the world of work and are better prepared to work in business and commerce.
- 4.36 Inform LBI BEST of the company internal training programmes and policy of promotion and progression within the organisation (such knowledge will help the recruitment process).
- 4.37 The Council will assist the contractor and sub-contractor(s) in identifying suitable local companies in order to source goods and services from Islington companies to supply the on-going operational needs of the development.

Recruitment

- 4.38 **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):
- 4.39 Occupiers and their personnel departments to meet with LBI BEST to discuss their staffing structures and the skills required to facilitate the development of a customised recruitment/training course which will enable local people to acquire the skills needed to gain employment.
- 4.40 Occupiers to advertise vacancies through local networks as directed by the Council's BEST service.
- 4.41 Occupiers of the building to refer vacancies to local projects as directed by LBI BEST so that local people can be assisted in making relevant applications for employment.
- 4.42 The BEST service and their partner resident facing services will screen applications against job specifications (the specification being deemed realistic and necessary for someone to undertake the job tasks).
- 4.43 In larger developments, development of traineeships to help new people in the industry to assist with shortages of staff in researched skills shortfall areas.
- 4.44 Linkage with the Government's Flexible Fund and other Jobcentre-plus programmes that could include payment of a subsidy to a company, or providing work experience for people undergoing vocational training.

Monitoring

4.45 Tenants and their contractors and sub- contractors to:

- 4.46 Allow LBI BEST 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.
- 4.47 Return monthly or quarterly spreadsheets to LBI's BEST officers.

5.0 Extracts from the draft Planning Obligations Supplementary Planning Document (SPD) (published for consultation from 5 August – 20 September 2013)

- 5.1 The number of placements that are sought is based on the estimated number of construction jobs likely to be created by each development, based on information provided for completed developments in the borough and the extent of local training and support needs based on unemployment figures. In 2011, 6% of Islington residents aged 16-74 were unemployed (Census 2011).
- 5.2 The number of placements sought is as follows:

Formula - Construction placements

1 construction training placement per:

20 residential units;

20 student/ hotel/ hostel bedrooms;

1,000 sq m new commercial and employment floorspace

- 5.3 Should it not be possible to provide these placements, the Council will seek an equivalent contribution for construction training, support and local procurement to enhance the prospects of the use of local employment in the development. This is based on the following formula:

Formula - Employment and training contribution – Construction

Number of construction placements (based on formula above) x cost of providing construction training and support per placement (£5000)= contribution due

- 5.4 This is based on the average costs of providing construction training and support per person in Islington.
- 5.5 An employment and training contribution will also 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:

Formula - Employment and training contribution – Operation of development

Occupancy of development (number of employees) x proportion of Islington residents requiring training and support (6%) x cost of training/ support per person (£2500) = contribution due.

- 5.6 Projected occupancy is based on average employment densities (see Appendix 2). The cost is based on the average costs of providing training and support relating to the end use of a development per person in Islington.
- 5.7 The Code of Local Employment and Training further 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 BEST team working in partnership with the LBI Education and Pathways to Employment group in their liaison with schools, colleges and training providers to support curriculum development and the provision of work experience/ placements.
- 5.8 Both obligations are consistent with the 'three tests' that a planning obligation should meet, as outlined in the CIL Regulations 2010 (as amended) as well as in NPPF paragraph 204. Planning obligations should only be sought where they meet all of the following tests:
- necessary to make the development acceptable in planning terms;
 - directly related to the development; and
 - fairly and reasonably related in scale and kind to the development.

6.0 Conclusion

- 6.1 The Employment and Training Code will improve the economic activity and wellbeing of unemployed local people.
- 6.2 The intentions of Islington's development plan and Corporate Plan are to reduce poverty, deprivation and unemployment. This can be achieved by providing local unemployed people with access to employment and assistance with sustaining employment, and raising levels of attainment through training opportunities facilitated by new commercial development taking place in the borough.
- 6.3 This Code thereby meets Council objectives. Additionally, it helps employers by improving the skills of the local workforce, making recruitment easier and less costly. Finally, the Code also helps to meet the aims and objectives of other key stakeholder organisations such as the Greater London Authority, the Skills Funding Agency (SFA), London Councils and the DWP job centre plus.

LOCAL PROCUREMENT CODE.

SECTION 106.

1. INTRODUCTION

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

The code is also designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, the Council's regeneration department and in particular the dedicated Section106 Officer seek to work in partnership with contractors to assist them in meeting specifications. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

2. CONSTRUCTION.

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

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

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

Contracts with Sub Contractors.

LBI Regeneration require the developer/ main contractor to:

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

3. MONITORING

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

- 3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- 3.2 the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender - LBI regeneration can help with this paperwork to assist in the monitoring process
- 3.3 the standards of service, product and delivery arising from Local procurement activities.

4. POST CONSTRUCTION

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

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

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

SCHEDULE 6
(Code of Local Procurement)

LOCAL PROCUREMENT CODE.

SECTION 106.

1. INTRODUCTION

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

The code is also designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, the Council's regeneration department and in particular the dedicated Section106 Officer seek to work in partnership with contractors to assist them in meeting specifications. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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Contracts with Sub Contractors.

LBI Regeneration require the developer/ main contractor to:

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- 2.5 Brief subcontractors on the requirements of the Local Procurement code and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.

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

- 3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- 3.2 the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender - LBI regeneration can help with this paperwork to assist in the monitoring process
- 3.3 the standards of service, product and delivery arising from Local procurement activities.

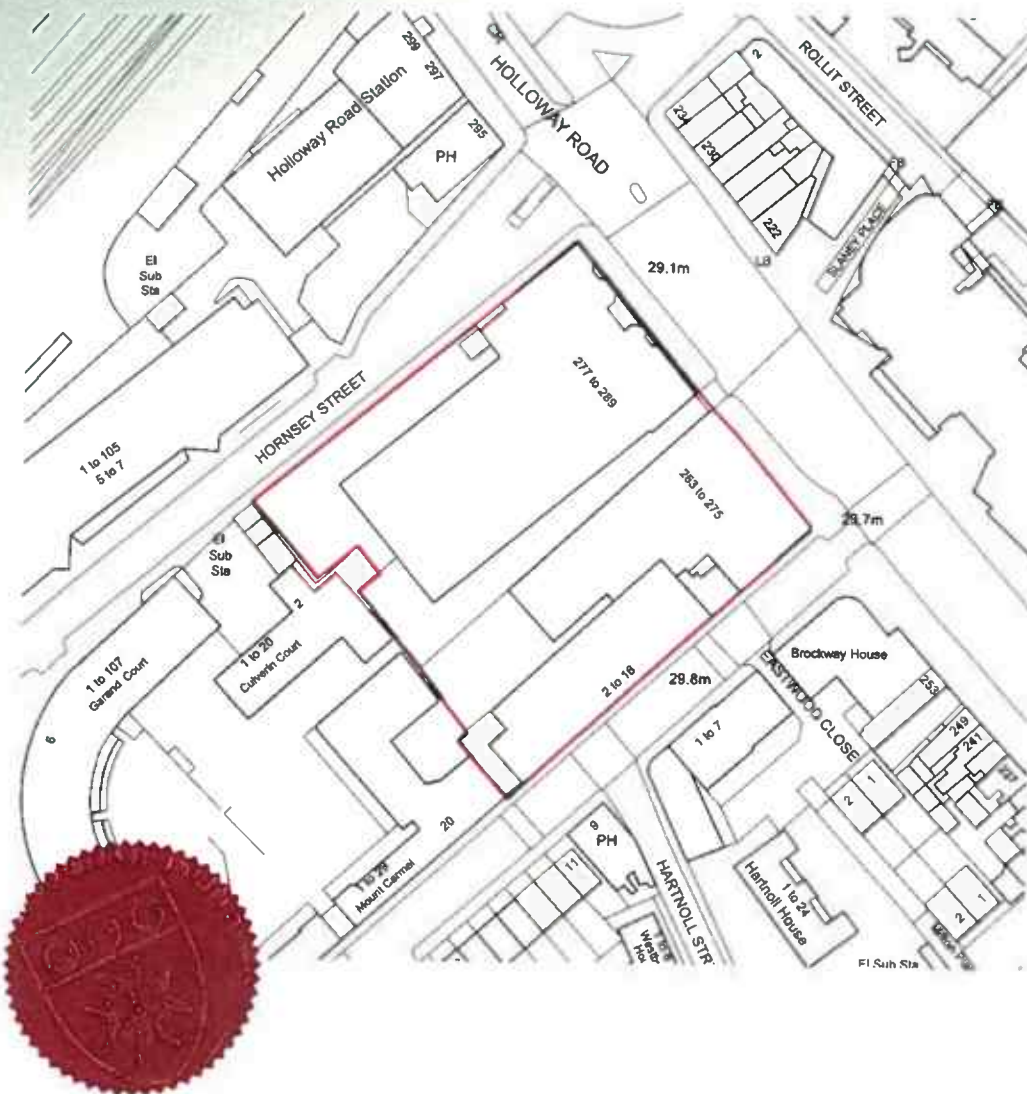
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The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of estate management services.

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

SCHEDULE 7
(Site Plan)



AUTHORISED OFFICER
66158

PJ Parkinson
120514

Scale	Date	Author	Check	Notes
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1:1000	03.06.13	PJ Parkinson		

M. Parkinson
6.5.2014

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London N7 8DB
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M. Parkinson

N
0 10 20 30 40 M

Plot
Stapleton House, Holloway Road
THE UNITE GROUP PLC

OS Plan
General Arrangement
1:1000 @ A3

Scale
1:500 @ A1
Date
03.06.13

PLANING

Drawn by
MUG

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Architecture
FLB

THE COMMON SEAL OF THE)
COUNCIL OF THE LONDON)
BOROUGH OF ISLINGTON)
was hereunto affixed)
in the presence of)



PJ Parkinson

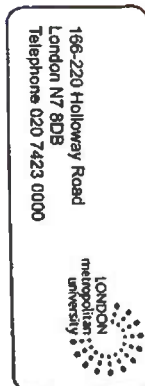
Authorised Officer

66158

EXECUTED AS A DEED by)
LONDON METROPOLITAN)
UNIVERSITY acting by)

Director

Director/Secretary



EXECUTED AS A DEED by)
LDC (STAPLETON HOUSE))
LIMITED)
acting by two Directors or a)
Director and its Secretary or by)
a Director in the presence of a)
witness:)

Director

Director/Secretary

Witness signature:

Witness name:

Witness address:

EXECUTED AS A DEED by)
BARCLAYS BANK PLC)
acting by)



Director- Authorised Signatory



Director/Secretary Authorised Signatory -

EXECUTED AS A DEED by)
TOWER HILL PROPERTY)
INVESTMENTS (7) LIMITED)
acting by)



Director

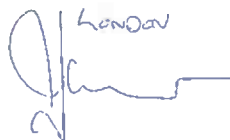
.....

Director/Secretary

IN THE PRESENCE OF

DAVID SUMNER

LOYDS BANK PLC


LONDON

