



ISLINGTON

DATED

30 March

2012

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- and -

KENISTON HOUSING ASSOCIATION LIMITED

- and -

ORCHARDBROOK LIMITED

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

In respect of

96 JUNCTION ROAD & SILVER COURT ,
1 BICKERTON ROAD LONDON N19

PLANNING APPLICATION REFERENCE
P110191

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

DATE

30 March

2012

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **KENISTON HOUSING ASSOCIATION** an Industrial and Provident Society (IP19475R) with charitable status whose registered office is at 13 Artington Close , Farnborough, Kent BR6 7UL ("**Owner**");
- 3) **ORCHARDBROOK LIMITED** a company incorporated in England and Wales (Company No. 3302753) whose registered office is at 10 Upper Bank Street , London E14 5JJ ("**Mortgagee**")

and the Council and the Owner and the Mortgagee shall be known together as the Parties

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- (B) The Owner is the registered proprietor of the freehold of the Site with title absolute under title number LN22237
- (C) The Mortgagee is the owner of a charge over the Site dated 10 April 2000 between the Mortgagee and the Owner
- (D) The Application has been submitted to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (F) At a meeting on the Committee Date the Council's Planning Committee

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

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

Accessible Transport Contribution	£3,000 (three thousand pounds) to be spent by the Council on the provision of an accessible parking bay.
Act	the Town and Country Planning Act 1990
Affordable Housing	means subsidised low cost housing only as defined in this agreement comprising Social Rented Housing but not Affordable Rented Housing allocated to eligible persons who cannot afford to rent or buy housing generally available on the open market, as determined with regards to local incomes and local house prices and to remain subject to the provisions of paragraph 7.1 of Schedule 1 available for future eligible households
Affordable Housing Units	means the 14 Social Rented Housing Units on the Plan
Affordable Rented Housing	means housing let by local authorities or registered providers to households who are

Application	<p>eligible for Social Rented Housing subject to rent controls that require a rent of no more than 80% of the local market rent</p> <p>the application for full planning permission dated 28 .January 2011submitted to the Council for the Development and allocated reference number P110191</p>
Chargee	<p>any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or any person who acquires an interest in the Site through or at the direction of such mortgagee, chargee, receiver or manager and any successor in title to such mortgagees, charges, receivers, managers or persons (and successors shall for these purposes indicate persons deriving title to the above);</p>
Chargee's Duty	<p>the tasks and duties set out in paragraph 7.3 of the First Schedule</p>
Children and Young People's Play Space Improvements Contribution	<p>£10,000 (ten thousand pounds) to be spent by the Council on the Children and Young People's Play Space Improvements</p>
Children and Young People's Play Space Improvements	<p>Children and Young People's Play Space improvements in the vicinity of the Site</p>

Committee Date	2 February 2012
Community Access Plan	A management plan relating to the ground floor meeting room at Silver Court (shown on the Plan as "Meeting Room") specifying the hours when it will be available for community and local use at no charge
Development	<p>Conversion of the undercroft parking area located at ground floor level within the Silver Court Building to provide for four residential units. Erection of a three storey building on the corner of Junction Road and Tremlett Grove to provide 10 residential units, following demolition of existing site building and boundary wall in this location .</p> <p>Excavation and landscaping works to the existing communal amenity space on the site. Alterations to the Silver court ground floor entrance. 14 residential units in total provided.</p>
Habitable Room(s)	any room in a dwelling with the exception of the kitchen, bathroom and independent hallway and a kitchen will be counted as a habitable room if it includes a dining space and that dining space is more than 13 sq m including fittings
Highway Reinstatement Area	means the highways and footways in the vicinity of the Development as shown marked in red on the Highway Reinstatement Plan

Highway Reinstatement Payment	Means the cost of the Highway Reinstatement Works and works to remove redundant crossovers shown on the Highway Reinstatement Plan and as attached at Schedule 3.
Highway Reinstatement Plan	means the plan annexed at Schedule 6
Highway Reinstatement Works	the repair and reinstatement of the highway and footways in the Highway Reinstatement Area and the removal of the redundant crossover on Bickerton Road shown on the Highway Reinstatement Plan
Homes and Communities Agency	means a body established under Section 1 of the Housing and Regeneration Act 2008 which amongst other things provides funding to Registered Providers or such other body as might succeed it or its relevant functions
Implementation	the date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) the Preparatory Works and "Implement" and "Implemented" shall be construed accordingly
Index	the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties

may agree

Index Linked

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

Amount Payable =
Relevant Amount x (A+B)

Where:

Relevant Amount =
the payment to be Index-Linked

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

B =
the figure for the Index which applied when the Index was last published prior to the Committee Date

PROVIDED THAT the Index Linked sum can never be less than the original sum payable

Interest

interest at four per cent above LIBOR from time to time

Occupation and Occupied

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations

Plan	the plan attached to this Deed at Schedule 4
Planning Permission	the full planning permission subject to conditions to be granted by the Council pursuant to the Application the draft of which is attached at Schedule 5.
Practical Completion	the practical completion of the works required to construct the relevant premises or building or part thereof or works in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer and "Practically Completed" shall be construed accordingly.
Preparatory Works	means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversions and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
Protected Tenant	<p>any tenant who:</p> <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a</p>

particular Affordable Housing Unit

- (b) has exercised any statutory right to buy pursuant to the Housing Act 1985 (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit (staircased to 100%);

Public Open Space
Improvements Contribution

£41,000 (forty one thousand pounds) to be spent on the Public Open Space Improvements

Public Open Space
Improvements

Public open space improvements in the vicinity of the Site including tree planting and improvements to the Dartmouth Park Open Space

Registered Provider

Means Keniston Housing Association or another provider of Affordable Housing registered in a register maintained by the Regulator pursuant to Section 111 of the

Housing and Regeneration Act 2008

Regulator	means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) established pursuant to chapter 2 of part 2 of the Housing and Regeneration Act 2008 or such other body as might succeed it or to whom the functions of this regulator may be transferred
Schedule of Condition	<p>means a schedule of condition relating to the highways and footways in the Highway Reinstatement Area and to include but not be limited to details of:</p> <ul style="list-style-type: none">a) the line and level of footways and carriageways; andb) the condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; and gullies (to be checked for blockages)
Site	the land against which this Deed may be enforced as shown edged red on the Title Plan
Socially Rented Housing	means Affordable Housing which is not Affordable Rented Housing but is housing owned by local authorities and Registered Providers and rented to eligible households at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time and shall remain subject to the provisions of paragraph 7.1 of

	Schedule 1 at Target Rents in perpetuity. The Social Rented Housing shall comprise no less than 100 % of all Affordable Housing Habitable Rooms at the Development
Sustainable Transport and Public Realm Improvements Contribution	£ 16,069 (sixteen thousand and sixty nine pounds) to be spent by the Council toward Sustainable Transport and Public Realm Improvements
Sustainable Transport and Public Realm Improvements	means sports and public realm improvements in the vicinity of the Site
Substantially Completed	the stage of development at which no further planning permission would be required for any of the works done to it
Target Rent	means rent within the Regulator's national rent restructuring regime (or if applicable the Regulator's equivalent regime on the area on which the Site is situated).
Title Plan	Meaning the Land Registry Title plan for title number LN2237 and as attached at Schedule 7

2 CONSTRUCTION OF THIS DEED

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

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

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 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 on the part of the Owner and Mortgagee under this Deed create planning obligations pursuant to Section 106 of the Act which comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are enforceable by the Council as local planning authority against the Owner without limit of time.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
 - (ii) Implementation
- save in respect of obligations with either immediate or specifically earlier effect such as legal fees and Code of Construction Practice in relation to Preparatory Works

5 THE OWNER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

The Council agrees to accept the Owner's covenants contained in

Schedule 1 and hereby covenants with the Owner (pursuant to Section 111 of the Local Government Act 1972 and so far as the Council are lawfully able to do so) to fulfil the covenants as set out in Schedule 2.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed not more than £3,000 being the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which

such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.9 It is agreed and declared between the Parties that nothing contained or implied in this Deed shall prejudice fetter or otherwise affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions rights powers or obligations.

8 MORTGAGEE'S CONSENT

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

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan. Such obligation shall not apply with regards to the ownership of leases of the Affordable Housing Units.

11 INDEXATION

All sums payable to the Council under this Deed shall be Index-Linked save that this provision does not apply to clause 7.1.

12 INTEREST

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

13 GOOD FAITH AND GOOD PRACTICE

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

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

- 13.3 Where there is a reasonable endeavours obligation in this Deeds and the party responsible cannot fulfil the objective of the obligation then on request that party shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligation.

14 DISPUTE RESOLUTION

- 14.1 Where any matter the subject of this Deed shall be in dispute the Parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising
- 14.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute
- 14.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or think in any way arising out of or connected with this Deed shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the Parties within a period of fourteen days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors
- 14.4 The determination of the expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties.
- 14.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:

- i) the Expert shall call for representations from both parties within 21 days of a reference to him under this Deed and require the parties to exchange representations within this period
- ii) The Expert shall allow the parties to the arbitration 14 days from the expiry of the period referred to under paragraph 14.5(i) above to make counter representations
- iii) Any representations or counter representations received out of time may be disregarded by the Expert
- iv) The Expert shall provide the parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit
- v) The Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award (but in the event that it is not, shall be borne by the parties equally) and if one party shall pay more than their fair share, they may recoup the balance from the other party as a debt.

15 NOTICES

15.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in Clause 15.3 below.

15.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

- a) if delivered by hand, upon delivery at the relevant address;
- b) if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or
- c) if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00

a.m. on the next working day.

15.3 The address, facsimile number, relevant addressee and reference for each party are:

for the Council:

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

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Owner:

Address: 13 Arlington Close, Farnborough, Kent, BR6 7UL

Relevant addressee: Nevil Osborne, Chief Executive, Keniston Housing Association

for the Mortgagee:

Address: 10 Upper Bank Street, London E14 5JJ

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

16 COUNTERPARTS

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

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

SCHEDULE 1

THE OWNER'S COVENANTS

1 IMPLEMENTATION AND FIRST OCCUPATION

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

2 SUSTAINABLE TRANSPORT AND PUBLIC REALM CONTRIBUTION

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

3 CHILDREN AND YOUNG PEOPLE'S PLAYSPACE IMPROVEMENTS CONTRIBUTION

The Owner shall pay the Children and Young People's Playspace Contribution to the Council prior to or on Implementation

4 CODE OF PRACTICE FOR CONSTRUCTION SITES

- 4.1 The Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Code of Practice for Construction Sites annexed at Schedule 8
- 4.2 The Owner shall prior to or on Implementation pay £1,400 (One thousand four hundred pounds) to the Council as a contribution towards the Council's costs of monitoring compliance with the Code of

5. CODE OF LOCAL PROCUREMENT

The Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Code of Local Procurement annexed at Schedule 9

6. ACCESSIBLE PARKING CONTRIBUTION

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

7. AFFORDABLE HOUSING

7.1 The Owner shall not transfer the Site prior to Practical Completion.

7.2 From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

7.2.1 Any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

7.2.2 Any Chargee provided that the Chargee shall have first complied with the Chargee's Duty; or

7.2.3 Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor such that the provisions of this Deed shall permanently cease to apply with respect to any Affordable Housing Unit which has

been acquired by any of the persons referred to in paragraphs 7.2.1, 7.2.2 or 7.2.3

7.3 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than three months' prior notice to the Council of its intention to dispose and:

- (a) In the event that the Council responds within three months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer
- (b) If the Council does not serve its response to the notice served under paragraph 7.3 within the three months then the Chargee shall be entitled to dispose free of the restrictions set out in this paragraph
- (c) If the Council or any other person cannot within three months of the date of service of the response under paragraph 7.3(a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 7.3 the Chargee shall be entitled to dispose free of the restrictions set out in this part of Schedule 1.

PROVIDED THAT at all times the rights and obligations in this paragraph 7.3 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

8 COMMUNITY MANAGEMENT PLAN

8.1 The Owner shall not implement the Planning Permission until the Community Management Plan has been approved by the Council

8.2 The Owner shall ensure the compliance with the Community Management Plan and make the Community Management Plan available to local residents on request by the local residents

9 CoCP RESPONSE DOCUMENT

9.1 The CoCP Response Document must include but not be limited to:

- i) a review of the CoCP with specific reference to the Site's proposed construction programme;
- ii) a statement of how the developer will ensure compliance with the CoCP; and
- iii) a community liaison strategy which shall address at least the follow concerns:
 - a) a telephone number and email address for enquiries concerns or complaints raised by the general public or affected bodies;
 - b) a named community liaison manager ("Community Liaison Manager) to be responsible for dealing with all enquiries;
 - c) a provision for logging all enquiries along with the response given;
 - d) a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;
 - e) 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;
 - f) attendance by the Developer or its 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;

- g) 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; and
- h) 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

9.2 The CoCP Response Document must be submitted to and approved by the Council prior to Implementation or carrying out Preparatory Works.

10 PUBLIC OPEN SPACE IMPROVEMENTS CONTRIBUTION

10. The Public Open Space Improvements Contribution shall be paid prior to or on Implementation.

SCHEDULE 2
COUNCIL'S COVENANTS

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

together with any interest accrued on the amount that has not been spent calculated from the original receipt of such sum to this repayment..

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 on written request by the Owner or the party that actually paid the sum provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
6. Where any approval, consent or agreement is required from the Council under the terms of this Deed such approval, consent or agreement shall not be unreasonably withheld or delayed.

SCHEDULE 3

HIGHWAY REINSTATEMENT PAYMENT

- 1 The Planning Permission must not be Implemented unless the Owner has submitted an initial Schedule of Condition to the Council and such initial Schedule of Condition has been agreed in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 After the Owner has certified to the Council that such a stage of the Development has been reached that the Development will not adversely affect the Highway Reinstatement Area but in any event no later than fourteen (14) days after Practical Completion of the whole of the Development the Owner must provide to the Council:
 - a) a further Schedule of Condition; and
 - b) a specification for the Highway Reinstatement Worksboth to be agreed in writing by the Council.
- 3 As soon as reasonably practicable after agreeing the further Schedule of Condition and the specification for the Highway Reinstatement Works submitted in accordance with paragraph 2 above the Council must:
 - a) calculate (taking into account any reasonable representations of the Owner) the Highway Reinstatement Payment; and
 - b) must subsequently issue a request for payment of the Highway Reinstatement Payment.
- 4 The Owner must pay the Highway Reinstatement Payment to

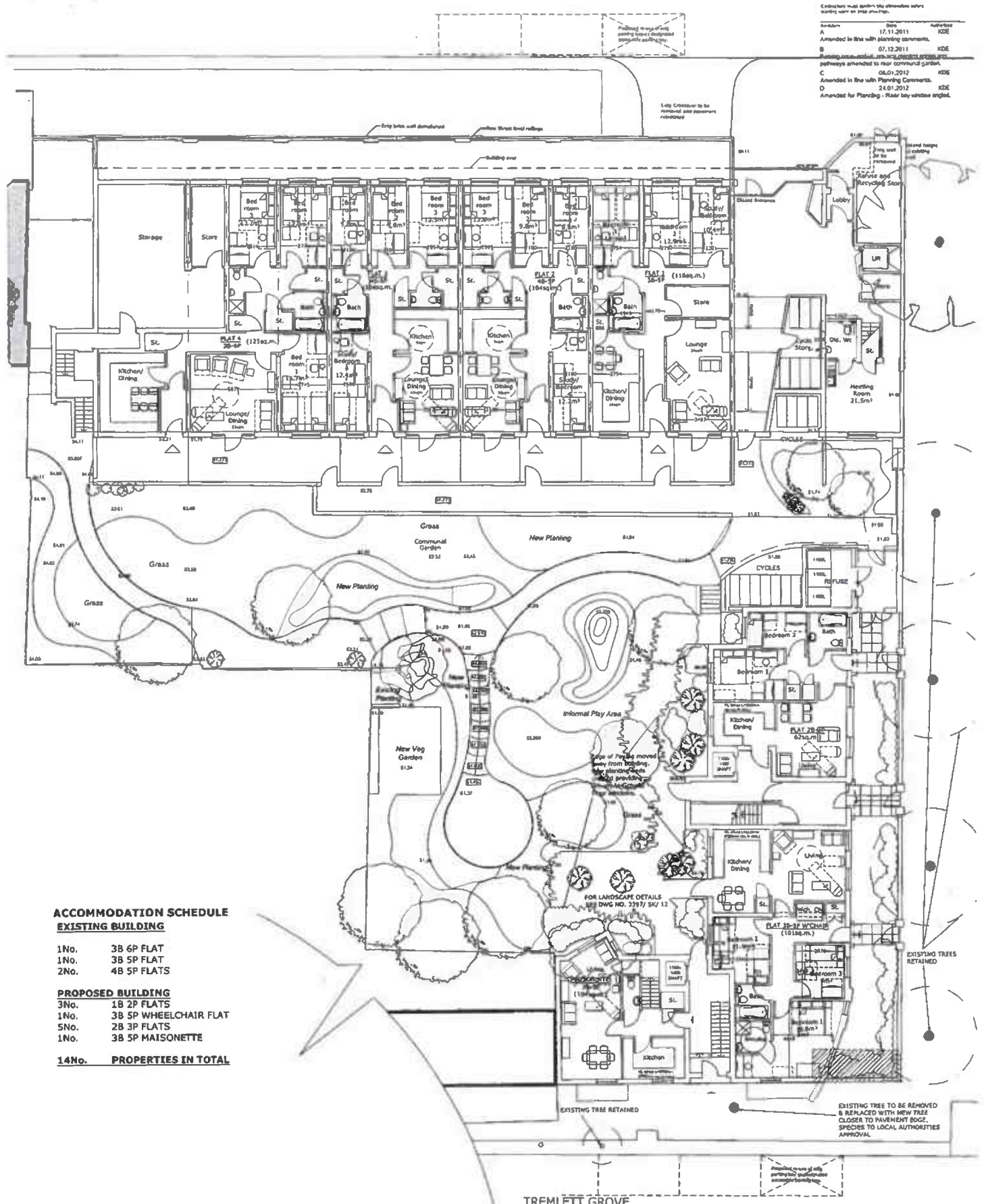
the Council no later than 10 working days after receipt of the request to pay the Highway Reinstatement Payment in accordance with paragraph 3 above.

SCHEDULE 4

Do not scale from this drawing.
 Contractor must verify the dimensions before starting work on site and shop.

Revision	Date	Author
A	17.11.2011	KDE
B	07.12.2011	KDE
C	06.01.2012	KDE
D	24.01.2012	KDE

Amended to the following planning comments:
 B: Amended to the following planning comments:
 C: Amended to the following planning comments:
 D: Amended to the following planning comments:



**ACCOMMODATION SCHEDULE
EXISTING BUILDING**

- 1No. 3B 6P FLAT
- 1No. 3B 5P FLAT
- 2No. 4B 5P FLATS

- PROPOSED BUILDING**
- 3No. 1B 2P FLATS
 - 1No. 3B 5P WHEELCHAIR FLAT
 - 5No. 2B 3P FLATS
 - 1No. 3B 5P MAISONETTE

14No. PROPERTIES IN TOTAL

GROUND FLOOR & SITE PLAN

KENISTON HOUSING ASSOCIATION
 96-100 JUNCTION ROAD
 ISLINGTON
 GA PLAN
 GROUND LEVEL

Scale	Date	Author
1/100	17.11.11	KDE

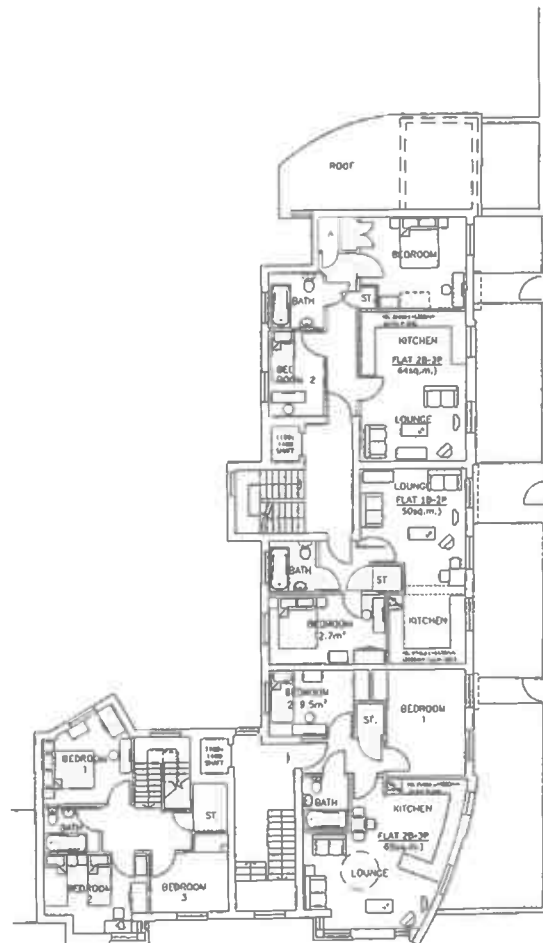
3397 DE 200

C. S. ne Clark *Haris*

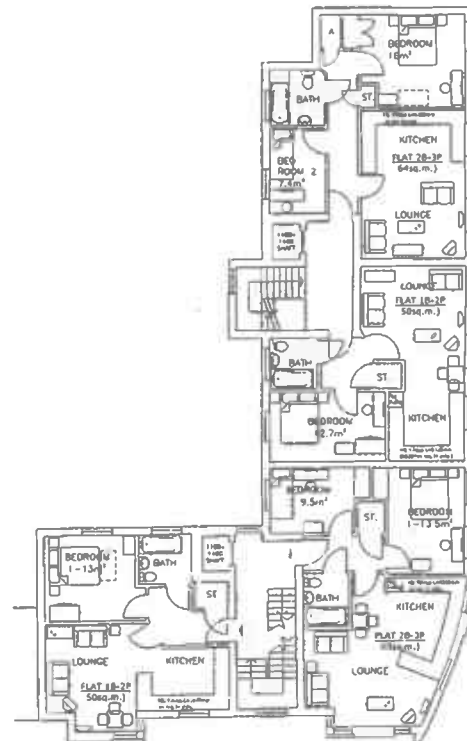


Do not write over this sheet.
 Erection must comply with all conditions before
 starting work on site.

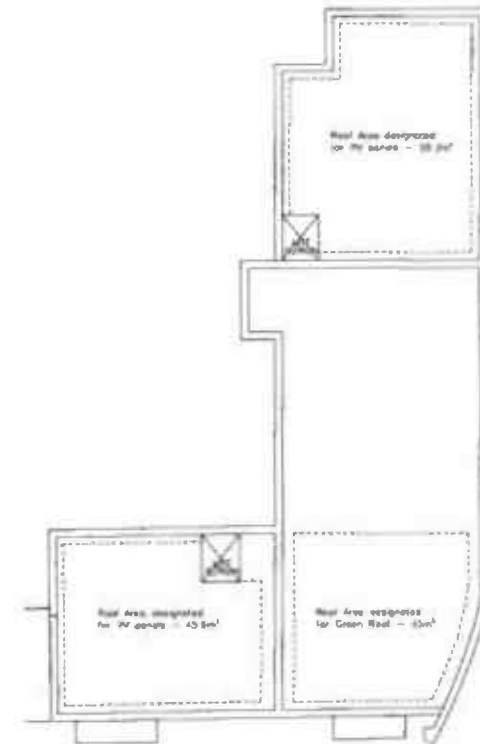
Revisions	Date	Author
A	17.11.2011	KDE
Amended in line with planning comments.		
B	06.01.2012	KDE
Amended in line with planning comments.		
C	18.01.2012	KDE
Roof plan amended to show areas designated for Green Roof and for PV panels for Code level 4 compliance as per planning comments.		
D	24.01.2012	KDE
Amended for planning - Roof by window angled.		



FIRST FLOOR



SECOND FLOOR



ROOF

Garis

Carline Clerk

KENISTON HOUSING ASSOCIATION 96-100 JUNCTION ROAD ISLINGTON			
NEW BLOCK FIRST & SECOND FL PLANS ROOF PLAN			
CC/SIB	Author	KDE	
3397	DE	201	0



SCHEDULE 5



ISLINGTON

DRAFT DECISION NOTICE

Sharon Brice,
The Tooley & Foster Partnership
Warwick House
Palmerstone Road
Buckhurst Hill
Essex
IG9 5LQ

Development Management Service
Planning and Development Division
Environment and Regeneration Department
PO Box 3333
222 Upper Street
London
N1 1YA

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

Case Officer:
Joe Wilson
0207 527 3876
Application No: P145/11
(Please quote on all correspondence)
**Issue date: TO BE INSERTED WHEN
FORMALLY ISSUED**

Dear Sir/Madam,

TOWN AND COUNTRY PLANNING ACTS Full Planning Application PERMISSION FOR DEVELOPMENT

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

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

SCHEDULE:	Type of application:	Full Planning Application
	Date of Application:	28-Jan-2011
	Submission Completed:	24-Feb-2011

LOCATION: 96, Junction Road & Silver Court, 1 Bickerton Road, Islington, London, N19

DEVELOPMENT:

Conversion of the undercroft parking area located at lower ground floor level within the Silver Court Building to provide for four residential units. Erection of a three storey building on the corner of Junction Road and Tremlett Grove to provide 10 residential units, following the demolition of existing site building and boundary wall in this location. Excavation and landscaping works to the existing communal amenity space on the site. Alterations to the Silver Court ground floor entrance. 14 residential units in total provided.

PLAN NOS.:

3397 IN 01; 3397 IN 02; 3397 IN 03; 3397 IN 04 REV A; 3397 IN 200; 3397 SK 22 REV A; 3397 SK 30; 3397 SK 31; 3397 DE 200 REV D; 3397 DE 201 REV D; 3397 DE 202 REV C; 3397 DE 203 REV D; 3397/DE/100; 3397/DE/101; 3397/DE/110; 3397/DE/111; DESIGN AND ACCESS STATEMENT 3397/IN/05; NOISE IMPACT STATEMENT 3397/IN/08; CONSERVATION STATEMENT 3397/IN/06; TRANSPORT STATEMENT 3397/IN/07; BVP SILVER COURT DAYLIGHT STUDY REF JC/SAU/8781; EXTENDED PHASE 1 HABITAT SURVEY; SRE CSH PRE-ASSESSMENT ESTIMATE – JUNCTION ROAD ISLINGTON VERSION 1 REV A DATED 15.02.11; ARBORICULTURAL IMPACT ASSESMENT DATED 10/01/11 REF DFC 278; SUSTAINABLE DESIGN AND CONSTRUCTION STATEMENT 3397/IN/09.,

RECOMMENDATION:

Approve subject to Conditions

REASON TO GRANT:

This proposal has been approved following consideration of all the relevant policies in the Development Plan (London Plan 2011, Islington Core Strategy 2011 and Islington Unitary Development Plan 2002), Government Planning Policy Guidance Statements including the draft National Planning Policy Framework (NPPF) and other material considerations.

- This decision was made by the Members of the Planning Committee on the 2 February 2012.
- The proposed development to provide for additional residential housing is considered on balance acceptable in this location and in accord with relevant land use policies. The proposed development will provide additional housing in accordance with policy aims of the Council. While there is a loss of a portion of private amenity space and tree of significant amenity value, in evaluation of the overall merits and various mitigation measures, it is not considered that the scheme is unacceptable in planning terms. The development has been considered in this regard against policies: 3.2; 3.3; 3.4; 3.5; 3.8; 3.9; 3.11; 3.13; 4.1; 4.2; 7.18; 7.19; 7.20 and 7.21 of the London Plan 2011, policies Env6; E4; H3 and Imp6 of the Islington Unitary Development Plan 2002, and policies CS1, CS12, CS13 and CS15 of the Core Strategy 2011.
- Overall the development is considered to be of an acceptable design in terms of the appropriateness of the works and the effect on the character and appearance of the conservation area. The development in this regard is considered to comply with the guidance of PPS5 Planning and the Historic Environment; policies 7.1; 7.4; 7.6 and 7.8 of the London Plan 2011, and policies: D3; D4; D5; D6&7; D8; D11; D22 and D24 of the Islington Unitary Development Plan 2002 and policy CS8 and CS9 of the Core Strategy 2011.
- The proposal is not considered to have an unacceptable impact on neighbouring residential amenity in terms of noise and nuisance; loss of sunlight; daylight; privacy; or outlook. The development is in accordance with policies 7.15 of the London Plan 2011, policies, Env17, D3 of the Islington UDP 2002 and policies CS10 of the Core Strategy Document 2011 which seek to ensure that new developments do not have an unacceptable impact on existing/future residential amenity.
- The proposed residential density is considered to be appropriate given the Site's location, and designation. The proposed dwelling mix is considered to be acceptable and affordable housing delivery excellent and would provide for housing that would go towards meeting identified need within the borough. The residential accommodation provided is considered to be of an appropriate residential standard. The development in this regard complies with policies 3.3; 3.4; 3.55; 3.8; 3.9; 3.10 and 3.11 of the London Plan 2011, policies H7 and H10 of the Islington UDP 2002 and policy CS12 Core Strategy 2011.

- The development would provide for appropriate servicing arrangements and refuse/recycling enclosures. The scheme is not considered to adversely impact on the existing surrounding street network. The development is in line with policy 3.5 of the London Plan 2011; policies T34, T45, T52 and T55 of the Unitary Development Plan 2002 and policy CS12 of the Islington Core Strategy 2011, which seek to ensure that developments are appropriately planned in terms of their highway and transportation implications.

- The proposed development generates a (Planning Obligations SPD) requirement for s106 contributions towards transport and public realm, off-site children's playspace and open space improvements in the vicinity of the site. Onsite provision and obligations have also been required and secured. Having regard to the benefits this s106 offer is considered to acceptably mitigate the impacts of the development in accordance with Government Circular 05/05, the CIL Regulations 2011, policy: 8.2 of the London Plan 2011, policy CS18 of the Islington Core Strategy 2011 and policy Imp13 of the Islington UDP 2002 and the Islington Planning Obligations SPD 2009 that seek to secure benefits for the community that are in direct relation to the nature and scale of the development and its likely impact on local infrastructure, facilities and services.

SUBJECT TO THE FOLLOWING CONDITIONS:

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

REASON: To comply with the provisions of Section 91(1)(a) of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004 (Chapter 5).

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

3397 IN 01; 3397 IN 02; 3397 IN 03; 3397 IN 04 REV A; 3397 IN 200; 3397 SK 22 REV A; 3397 SK 30; 3397 SK 31; 3397 DE 200 REV D; 3397 DE 201 REV D; 3397 DE 202 REV C; 3397 DE 203 REV D; 3397/DE/100; 3397/DE/101; 3397/DE/110; 3397/DE/111; DESIGN AND ACCESS STATEMENT 3397/IN/05; NOISE IMPACT STATEMENT 3397/IN/08; CONSERVATION STATEMENT 3397/IN/06; TRANSPORT STATEMENT 3397/IN/07; BVP SILVER COURT DAYLIGHT STUDY REF JC/SAU/8781; EXTENDED PHASE 1 HABITAT SURVEY; SRECH PRE-ASSESSMENT ESTIMATE – JUNCTION ROAD ISLINGTON VERSION 1 REV A DATED 15.02.11; ARBORICULTURAL IMPACT ASSESMENT DATED 10/01/11 REF DFC/78; SUSTAINABLE DESIGN AND CONSTRUCTION STATEMENT 3397/IN/09.

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

3. **CONDITION:** Details and samples of all facing materials shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure work commencing on site. The details and samples shall include:
 - a) brickwork (including brick panels and mortar courses)
 - b) window treatment (including sections and reveals minimum 100mm depth);
 - c) perimeter railings;
 - d) render panels;
 - e) any other materials to be used as deemed necessary.

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

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard in accordance with policies: 5.3; 7.4; 7.5 and 7.6; of the London Plan 2011, policies: D4 and D5 of the Islington Unitary Development Plan 2002 and policies: CS9A, B and G and CS10F of the Islington Core Strategy 2011.

4. **CONDITION:** The 10 residential dwellings provided within the erected building, in accordance with the Access Statement and plans hereby approved, shall be constructed to the standards for flexible homes in Islington ('Accessible Housing in Islington' SPD) and incorporating all Lifetime Homes Standards.

REASON: To secure the provision of flexible, visitable and adaptable homes appropriate to diverse and changing needs, in accordance with policy 7.2 of the London Plan 2011, policies: H3; H7 and H10 of the Islington Unitary Development Plan 2002, policy CS12H of the Islington Core Strategy 2011 and the Accessible Housing in Islington SPD 2009.

5. **CONDITION:** The one wheelchair dwelling as identified on approved drawing 3397 DE 201 Rev C, shall be provided prior to the first occupation of the development.

REASON: To secure provision of the appropriate number of wheelchair accessible units in a timely fashion and to: address the backlog of and current unmet accommodation needs; produce a sustainable mix of accommodation; and provide appropriate choices and housing opportunities for wheelchair users and their families in accordance with policy 7.2 of the London Plan 2011 and policies: H3; H7 and H10 of the Islington Unitary Development Plan 2002, policy CS12H of the Islington Core Strategy 2011 and the Accessible Housing in Islington SPD 2009.

6. **CONDITION:** Sound insulation and noise control measures shall be implemented as required to achieve the following internal noise targets (as well as plant noise):

Bedrooms (23.00-07.00 hrs) 35 dB LAeq, and 45 dB Lmax (fast)

Living Rooms (07.00-23.00 hrs) 40 dB LAeq

Kitchens, bathrooms, WC compartments and utility rooms (07.00 –23.00 hrs) 45 dB LAeq

The sound insulation and noise control measures shall be implemented prior to the first occupation of the development hereby approved and shall be maintained as such thereafter.

REASON: To secure an appropriate internal residential environment in accordance with PPG24, policy 7.15 of the London Plan 2011, policies: D3; Env17 and H3 of the Islington Unitary Development Plan 2002 and policy CS12F of the Islington Core Strategy 2011.

7. **CONDITION:** Notwithstanding approved drawing 3397 DE 201 Rev D a green/bio-diverse roof shall be provided of a minimum area of 84 square metres on the roof of the approved new building. The green/biodiversity roof shall attain the following specifications:
- a) biodiversity based with extensive substrate base (depth 80-150mm);
 - b) planted/seeded with a mix of species within the first planting season following the practical completion of the building works (the seed mix shall be focused on wildflower planting, and shall contain no more than a maximum of 25% sedum).

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

The biodiversity roof(s) shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 7.19; 5.3; 5.9 and 5.11 of the London Plan 2011, policy Env24 of the Islington Unitary Development Plan 2002 and policy CS10E and G and CS15F and G of the Islington Core Strategy 2011.

8. **CONDITION:** Notwithstanding the approved drawing, details of the alterations of the small boundary wall on Bickerton Road shall be provided to and approved by the Local Planning Authority and implemented onsite, prior to the occupation of the 4 residential units within Silver Court. The details shall include elevations and sections at a scale of 1:5.

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

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard in accordance with policies: 5.3; 7.4; 7.5 and 7.6; of the London Plan 2011, policies: D4 and D5 of the Islington Unitary Development Plan 2002 and policies: CS9A, B and G and CS10F of the Islington Core Strategy 2011.

9. **CONDITION:** The additional masonry required in relation to alterations to the Silver Court building hereby approved shall be matching to the existing and adjoining fabric of the building in terms of brick (type, colour and texture), pointing and mortar mix colour.

Such works shall be carried out to the satisfaction of the Local Planning Authority.

REASON: In the interest of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard in accordance with policies: 5.3; 7.4; 7.5 and 7.6; of the London Plan 2011, policies: D4 and D5 of the Islington Unitary Development Plan 2002 and policies: CS9A, B and G and CS10F of the Islington Core Strategy 2011.

10. **CONDITION:** The development shall be constructed to ensure that the residential element achieves a water use target of 95 litres / person / day.

REASON: In the interest of securing sustainable use of water resources in accordance with policies: 5.3, 5.15 of the London Plan 2011 and policy CS10 of the Core Strategy 2011.

11. **CONDITION:** A revised scheme of energy efficiency measures/features and renewable energy provision, which shall provide for no less than 40% total onsite CO2 reduction unless appropriate justification can be provided why not, shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site.

The final agreed scheme shall be installed and operational prior to the first occupation of the development and shall be provided/carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets by energy efficient measures/features and renewable energy are met in accordance with policies: 5.2; 5.3; 5.5; 5.6 and 5.7 of the London Plan 2011 and policy CS10A, B and G of the Islington Core Strategy 2011.

- 12. CONDITION:** The 10 residential dwellings within the new building approved shall achieve a Code of Sustainable Homes rating of no less than 'Level 4'.

REASON: In the interest of addressing climate change and to secure sustainable development in accordance with policies: 5.1; 5.2; 5.3; and 5.9 of the London Plan 2011 and policy CS10B of the Islington Core Strategy 2011.

- 13. CONDITION:** The four residential units approved within Silver Court shall achieve Ecohomes rating 'Good'.

REASON: In the interest of addressing climate change and to secure sustainable development in accordance with policies: 5.1; 5.2; 5.3; and 5.9 of the London Plan 2011 and policy CS10B of the Islington Core Strategy 2011.

- 14. CONDITION:** The bicycle storage area(s) hereby approved, which shall be secure shall be provided prior to the first occupation of the development hereby approved and maintained as such thereafter.

REASON: To ensure adequate cycle parking is available and easily accessible on site and to promote sustainable modes of transport in accordance with policies 6.7 and 6.9 of the London Plan 2011, policies: T34 and T52 of the Islington Unitary Development Plan 2002 and policy CS10H of the Islington Core Strategy 2011.

- 15. CONDITION:** The dedicated refuse / recycling enclosure(s) hereby approved shall be provided prior to the first occupation of the development hereby approved and shall be maintained as such thereafter.

REASON: To secure the necessary physical waste enclosures to support the development and to ensure that responsible waste management practices are adhered to in accordance with policies: 5.15 and 5.16 of the London Plan 2011, policy: D3 of the Islington Unitary Development Plan 2002 and policy CS11B of the Islington Core Strategy 2011.

- 16. CONDITION:** Notwithstanding the approved drawings, prior to the occupation of the residential units hereby approved, details of the following shall be provided and approved by the Local Planning Authority and implemented onsite.

- Details of means of enclosures providing private gardens to the 4 approved residential units within Silver Court.
- A scheme for a means of separation between the communal gardens and the rear of residential units within the new building including planting and any necessary fencing/railings.

REASON: In the interest of preventing undue overlooking of nearby habitable rooms from balconies and to protect the visual amenity of the area. In compliance with policies: 3.5 and 7.6 of the London Plan 2011 and policies: D3, H3 and H10 of the Islington Unitary Development Plan (2002), Planning Standards Guidelines SPG (2002)

17. CONDITION: No site clearance, preparatory work or development shall take place until a scheme for the protection of the retained trees (the tree protection plan) and the appropriate working methods (the arboricultural method statement) in accordance with Clause 7 of British Standard BS5837 - Trees in Relation to Construction – Recommendations, has been agreed in writing by the local planning authority.

The tree protection and working methods shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

REASON: To ensure that a satisfactory standard of visual amenity is provided and maintained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

18. **CONDITION:** No retained tree shall be cut down, uprooted, destroyed, pruned, cut or damaged in any manner within 5 years from the date of the occupation of the building for its permitted use, other than in accordance with the approved plans and particulars, without the prior written approval of the local planning authority.

REASON: To ensure that a satisfactory standard of visual amenity is provided and maintained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

19. **CONDITION :** No mixing of cement or use of other contaminating materials or substances shall take place within, or close enough to, a root protection area that seepage or displacement could cause them to enter a root protection area. No equipment, machinery or structure shall be attached to or supported by a retained tree. No equipment, machinery or structure shall be attached to or supported by a retained tree.

REASON: To protect the health and stability of trees to be retained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

20. **CONDITION :** Notwithstanding any other plans or documents hereby approved, no pruning of approved retained trees adjacent or over hanging the site (including branches or roots) are permitted without obtaining written approval of the Local Planning Authority and the Urban Foresters of Greenspace, and all tree work shall be carried out in accordance with British Standard BS3998 - Recommendations for Tree Work.

Tree pruning shall be carried out strictly in accordance with the details yet to be approved and no change shall take place without prior written approval of the Local Planning Authority.

REASON: To protect the health and stability of trees to be retained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

21. **CONDITION :** No superstructure works shall take place until a scheme of supervision for the arboricultural protection measures has been approved in writing by the local planning authority. This scheme will be appropriate to the scale and duration of the works and will include details of:

- a. Induction and personnel awareness of arboricultural matters
- b. Identification of individual responsibilities and key personnel
- c. Statement of delegated powers
- d. Timing and methods of site visiting and record keeping, including updates
- e. Procedures for dealing with variations and incidents.
- f. The scheme of supervision shall be carried out as agreed.
- g. The scheme of supervision will be administered by a qualified arboriculturist instructed by the applicant and approved by the local planning authority.

REASON: To protect the health and stability of trees to be retained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy

22. **CONDITION** : All trees shall be planted in accordance with British Standard BS4043 - Transplanting Root-balled Trees and BS4428 - Code of Practice for General Landscape Operations (excluding hard surfaces).

REASON: To protect the health and stability of trees to be retained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

23. **CONDITION** : If within a period of 5 years from the date of planting the trees (or any trees planted in replacement for it) is removed, uprooted, destroyed or dies or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same size and species as that originally planted shall be planted at the same place within the first planting season following the removal, uprooting, destruction or death of the original tree unless the local planning authority gives its written consent to any variation.

REASON: To protect the health and stability of trees to be retained in accordance with policy 7.21 of the London Plan 2011, policy CS15 of the Islington Core Strategy 2011, policy Env6 of the Islington UDP 2002 and the Islington Tree Policy 10

24. **CONDITION:** A landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority prior to superstructure works commencing on site. The landscaping scheme shall include the following details:

- i. Proposed finished levels or contours;
- ii. Cross section plan
- iii. Enclosures including types, dimensions and treatment of walls, fences, screen walls, barriers, rails, retaining walls and hedges.
- iv. Topographical survey, earthworks, ground finishes, topsoiling with both conserved and imported topsoils, levels, drainage including falls and drain types.
- v. Hard surfacing materials, indicating the use of permeable surface treatments (including data sheets of the porosity of the surface and granular sub-base to be used).
- vi. Minor structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting, etc.);
- vii. Proposed and existing functional services above and below ground (e.g. drainage power).
- viii. Communications cables, pipelines etc. Indicating lines, manholes and supports.
- ix. Trees to be removed
- x. Proposed and retained trees including the quantity, size, species, and positions or density of all trees to be planted, how they will be protected and the proposed time of planting.
- xi. hard landscaping, ground surfaces including kerbs, edges, rigid and flexible paving, unit pavings, driveways, furniture, steps and, if applicable, synthetic surfaces
- xii. Soft landscape works shall include planting plans; schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate.
- xiii. A schedule of maintenance of the trees until successfully established

All landscaping in accordance with the approved scheme shall be completed / planted during the first planting season following practical completion of the development hereby approved.

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

REASON: In the interest of biodiversity, sustainability, and to ensure that a satisfactory standard of visual amenity is provided and maintained in accordance with policies: 7.2 and 7.21 of the London Plan 2011, policies: D3; D6 and D8 of the Islington Unitary Development Plan 2002 and policy CS15B and C of the Islington Core Strategy 2011.

- 25. CONDITION :** Details of all existing and proposed underground services including their type, location and relationship to adjoining footpaths, trees and/or proposed tree-pits shall be submitted to and approved in writing by the local planning authority prior to any works commencing on-site.

Where no other routes for excavations can be proven outside the RPA's for statutory services, any excavations for services within the canopy spread of any tree adjoining the site must be undertaken in accordance with the guidance set out in NJUG Volume 4 'Guidelines for the Planning Installation and Maintenance of Utility Apparatus in Proximity to Trees'.

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

REASON: To avoid inappropriate excavations and damage to the roots of the retained trees, ensuring that disturbance to the roots is minimized and to maintain a healthy rooting area to ensure the long term health of the trees and thereby their contribution to the amenity of the locality. To protect the health and stability of trees to be retained on the site, and to ensure that a satisfactory standard of visual amenity is provided and maintained in accordance with policy 7.21 of the London Plan 2011 and policy Env6 of the Islington Unitary Development Plan 2002.

- 26. CONDITION :** Notwithstanding the approved drawings, no consent is hereby granted for the removal of the tree identified as T12 in the submission. This tree shall be retained within the landscaping details unless the written consent of the planning authority is obtained for its removal.

REASON: In the interest of sustainability, and to preserve a standard of visual amenity is provided and maintained in accordance with policies: 7.2 and 7.21 of the London Plan 2011, policies: D3; D6 and D8 of the Islington Unitary Development Plan 2002 and policy CS15B and C of the Islington Core Strategy 2011.

- 27. CONDITION:** No development/demolition works shall be commenced unless and until the following assessment in response to PPS23 has been submitted to and approved in writing by the Local Planning Authority:

- a) A land contamination investigation.

Following the agreement to details relating to point a); details of the following works shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site:

(If necessary) Any necessary remedial land contamination works arising from the land contamination investigation

The development shall be carried out strictly in accordance with the land contamination investigation and any resulting scheme of remedial land contamination works so approved, any necessary remediation shall be carried out prior to the first occupation of the development, and shall be maintained as such thereafter.

REASON: Given the history of the site the land may be contaminated, investigation and potential remediation is necessary to safeguard the health and safety of future occupants in accordance with PPS23 and policy 5.21 of the London Plan 2011.

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

1. SECTION 106 AGREEMENT

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

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

A number of conditions attached to this permission have the time restrictions 'prior to superstructure works commencing on site' and/or 'following practical completion'. The council considers the definition of 'superstructure' as having its normal or dictionary meaning, which is: the part of a building above its foundations. The council considers the definition of 'practical completion' to be: when the work reaches a state of readiness for use or occupation even though there may be outstanding works/matters to be carried out.

3. CAR-FREE DEVELOPMENT

All new developments are car free in accordance with Policy CS10 of the Islington Core Strategy 2011. This means that no parking provision will be allowed on site and occupiers will have no ability to obtain car parking permits, except for parking needed to meet the needs of disabled people.

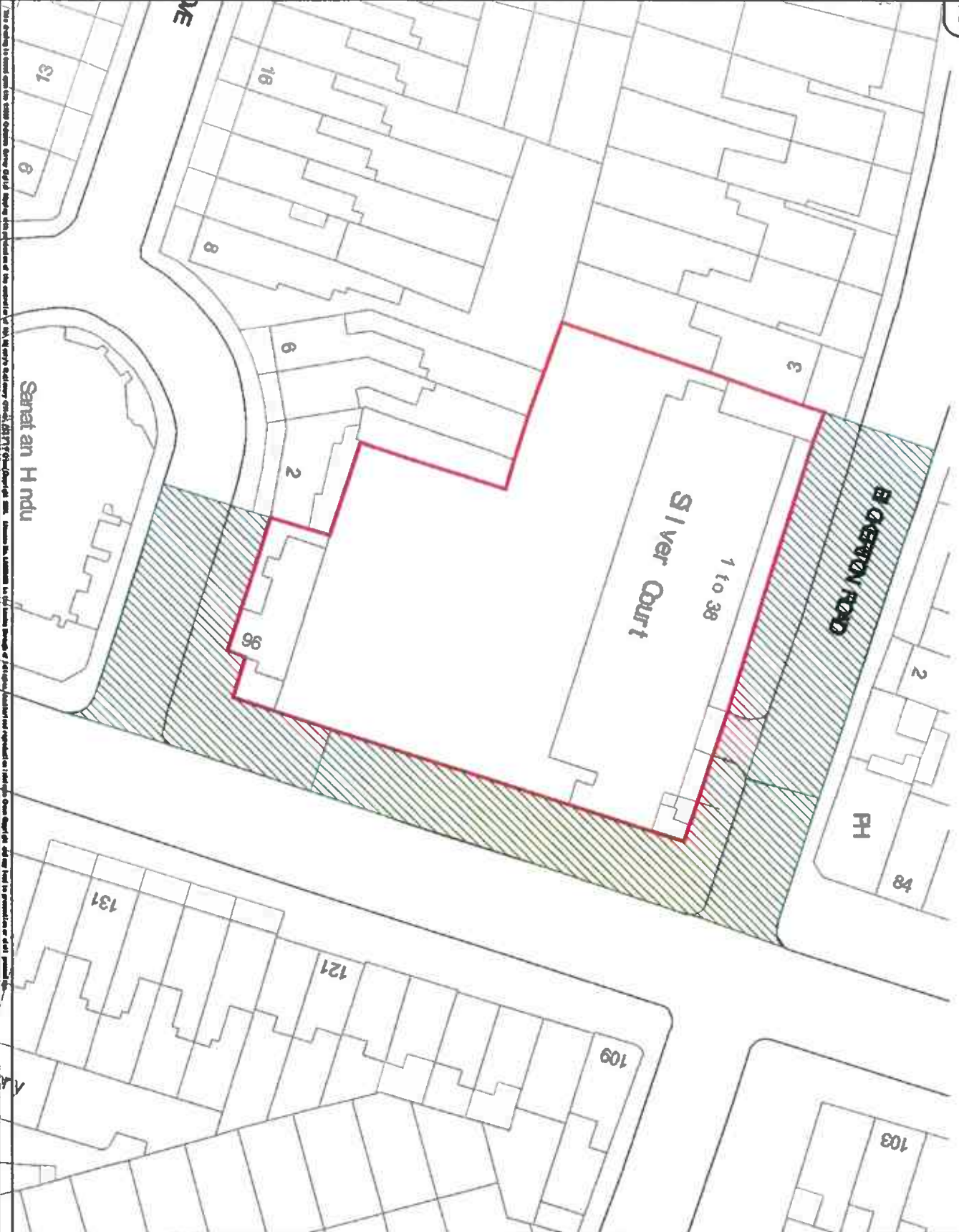
4. Prior to works commencing the Council's Highway Department must be contacted in relation to the ownership of a segment of pavement on the Junction of Junction Road and Tremlett Road that the development includes. Consultation should take place to ascertain if a stop notice is required and any financial compensation required in that case.

Signature will appear here

APAS/2040/Draft decision notice (Approve)

END OF DRAFT

SCHEDULE 6



This drawing is based upon the 1:5000 Ordnance Survey map of the area. It is not a site plan and should not be used for any purpose other than to provide a general indication of the location of the site.

ISLINGTON
Environment & Regeneration
Street Management Service
Atkins, Bristol & Bristol Regeneration
222 Upper Street, London N1 1UP

Project	
Name	Date
Author	Checked
Drawn	Approved

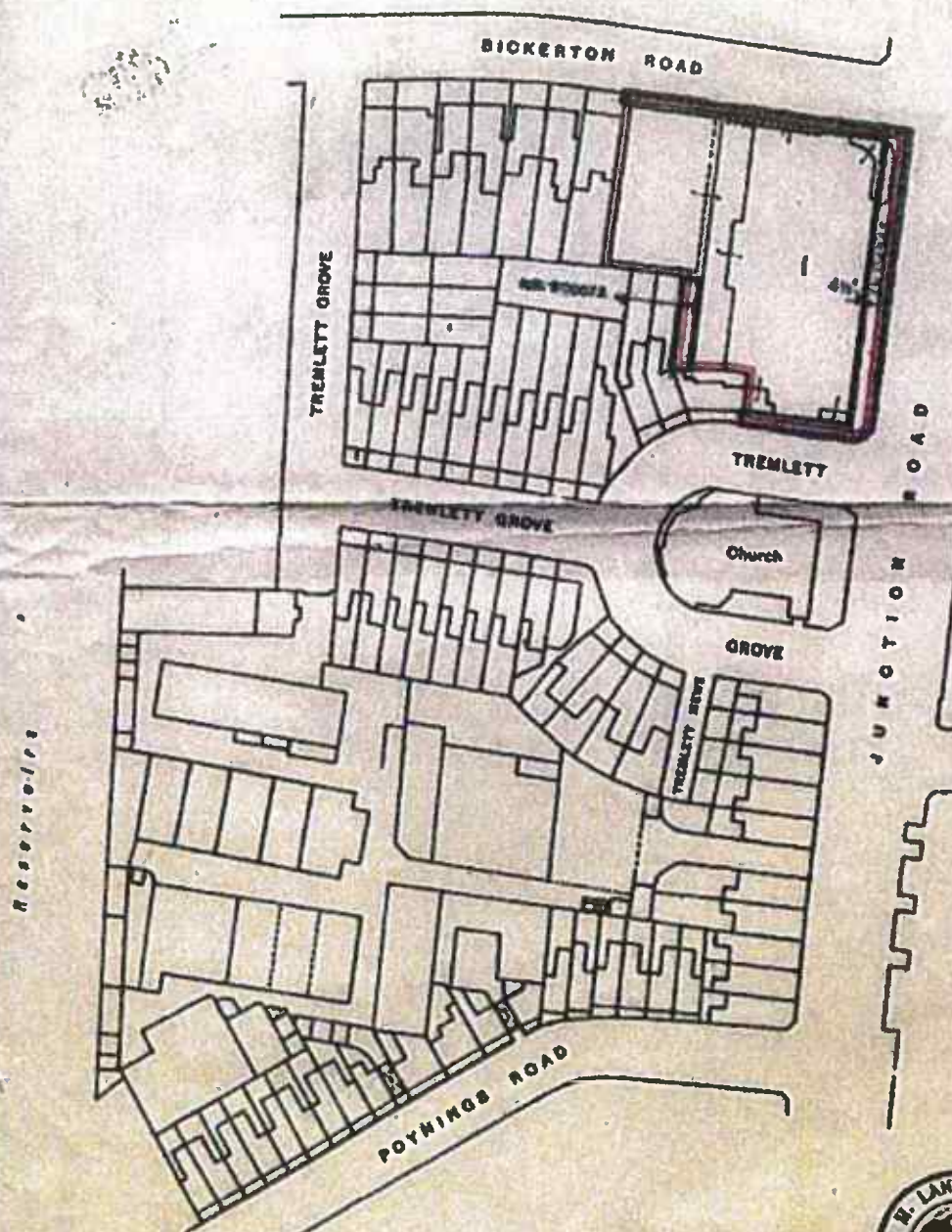
Page No. 1 of 1

SCHEDULE 7

H.M. LAND REGISTRY GENERAL MAP

LONDON SHEET III 82. SECTION C (Extract from)
GREATER LONDON Scale 1:6250

BOLEYN DE BRISTOL



Crown Copyright Reserved



Title No. LN 22237

SCHEDULE 8



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

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Introduction

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

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

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

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

The code applies to all types of building work:

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

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

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

Legal framework

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

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

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

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

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

Community relations

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

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

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

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

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

Considerate contractors

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

Hours of working

Sites will be allowed to carry out noisy work between:

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

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

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

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

Standards to protect the environment

Temporary structures

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

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

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

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

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

Cranes

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

Road closures

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

Connections

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

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

Nuisance

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

Construction traffic

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

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

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

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

Current restricted areas include:

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

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

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

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

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

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

When works are finished

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

Air pollution and dust

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

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

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

Planning and management:

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

Site preparation, demolition, earthworks and landscaping:

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

Haulage routes, vehicles and plant:

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

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

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

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

Contaminated land

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

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

Below we have listed some of the appropriate guidance:

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

Waste disposal and the 'duty of care'

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

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

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

Asbestos

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

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

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

The following legislation applies:

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

Noise

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

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

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

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

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

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

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

Vibration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Water

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

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

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

Pest control

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

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

Waste disposal, recycling and sustainability

Recycling

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

Waste

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

REDUCE WASTE

REUSE

RECYCLE

DISPOSAL

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

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

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

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

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

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

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

Protection of trees

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

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

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

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

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

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

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

Ecology

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

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

Archaeology

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

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

Useful contacts

General enquiries:

For all general Islington Council related enquiries please call:

Contact Islington

Tel: 020 7527 2000

Web: www.islington.gov.uk

Other useful council contacts:

Public Protection Division

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: noise.issues@islington.gov.uk

Greenspace and Leisure Division

Ecology Centre

191 Drayton Park Road

London N5 1PH

Ecology and Ranger

Manager

Tel: 020 7527 3287

Parking Services Division

Tel: 020 7527 1338

Planning Division

222 Upper Street

London N1 1YA

Environmental Policy

Co-ordinator

Tel: 020 7527 2001

Tree Preservation Officer

Tel: 020 7527 2383

Street Management Division

222 Upper Street

London N1 1YA

Highways and Traffic and

Engineering Teams

Tel: 020 7527 2000

Email: street.management@islington.gov.uk

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

BRE Bookshop, Garston, Watford, Hertfordshire WD25 9XX

Tel: 01923 664262

Email: bookshop@bre.co.uk

Web: www.brebookshop.com

Considerate Contractors Scheme

PO BOX 75

Ware SG12 OYX

Tel: 0800 783 1423

Email: enquiries@ccscheme.org.uk

Web: www.ccscheme.org.uk

Environment Agency: Thames Region

North East Area Office, Apollo Court

2 Bishops Square Business Park

St Albans Road West, Hatfield

Hertfordshire AL10 9EX

Tel: 08708 506 506

Email: enquiries@environment-agency.gov.uk

Web: www.environment-agency.gov.uk

Greater London Archaeological Advisory Service

English Heritage

1 Waterhouse Square

London EC1N 2ST

Tel: 020 7973 3733

Web: www.english-heritage.org.uk

Home Office

Direct Communications Unit

2 Marsham Street

London SW1P 4DF

Tel: 020 7035 4848

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

Web: www.homeoffice.gov.uk

SCHEDULE 9

LOCAL PROCUREMENT CODE.

SECTION 106.

1. INTRODUCTION

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

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

2. CONSTRUCTION.

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

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

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

Contracts with Sub Contractors.

LBI Regeneration require the developer/ main contractor to:

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

3. MONITORING

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

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

4. POST CONSTRUCTION

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

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

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

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

Authorised Officer

Executed as a Deed by
Affixing THE COMMON
SEAL of KENISTON HOUSING
ASSOCIATION LIMITED in the
presence of



Authorised signatory

Haris

Authorised signatory

S. Saeed

Executed as a Deed by

for and behalf of

~~Affixing THE COMMON~~

~~SEAL of ORCHARDBROOK~~

LIMITED

in the presence of

CS.

Authorised signatory

Authorised signatory