



# ISLINGTON

DATED

*1<sup>st</sup> November*

2013

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

- and -

**ST. LUKE'S TRUSTEE LIMITED**

- and -

**HIGGINS HOMES PLC**

- and -

**HIGGINS GROUP PLC**

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

**in respect of**

**St Luke's Centre, 76-96 Central Street,  
London EC1V 8AG**

**PLANNING APPLICATION REFERENCE  
P122284**

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

DATE

1<sup>st</sup> November

2013

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **ST. LUKE'S TRUSTEE LIMITED** (company number 7391856) as trustee of St. Luke's Parochial Trust, a charity registered in England and Wales with charity number 207497, both of whose registered office addresses are at 90 Central Street, London, EC1V 8AJ ("**Freehold Owner**");
- 3) **HIGGINS HOMES PLC** (company number 00843093) whose registered office is at One Langston Road, Loughton, Essex IG10 3SD ("**First Developer**"); and
- 4) **HIGGINS GROUP PLC** (company Number 02348986) whose registered office is at One Langston Road, Loughton, Essex IG10 3SD ("**Second Developer**")

and the Council, the Freehold Owner, the First Developer and the Second Developer shall together be known as the Parties.

## RECITALS

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B. The Freehold Owner, as trustee of the charity known as St. Luke's Parochial Trust, is the registered proprietor of the freehold of the Site with title absolute under title number NGL 343932.
- C. The Freehold Owner (St Luke's Trustee Limited, company registration number 7391856) is the incorporated trustee of St Luke's Parochial Trust (a charity registered in England and Wales with charity number 207497).

- D. The First Developer has an interest in the Site by virtue of the Development Agreement.
- E. On 12 October 2012, the Application was submitted to the Council on behalf of the First Developer and the Freehold Owner.
- 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.
- G. The Council considers the level of the Affordable Housing provision contained in this Deed (the nature and scale of the Affordable Housing Units to be provided on Site and the amount of the Affordable Housing Contribution) to be acceptable in view of the continued existence of a Community Centre use at the Community Centre Land by the provision and subsequent continuation in use at the Community Centre Land during the Community Use Period of the Community Centre Development.
- H. However, the Council requires a further Commuted Housing Sum to be payable to secure additional off-site Affordable Housing in the circumstances and on the terms set out in paragraph 10 of Schedule 1 to this Deed.
- I. The Parties have agreed to enter into this Deed to secure the planning obligations contained in it.

## **OPERATIVE PART**

### **1 DEFINITIONS**

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

<b>Accessible Transport Contribution</b>	£10,000 (ten thousand pounds) to be spent by the Council towards Accessible Transport Facilities;
<b>Accessible Transport Facilities</b>	the provision of accessible transport bays or alternative accessible transport measures in the vicinity of the Site;
<b>Act</b>	the Town and Country Planning Act 1990;
<b>Affordable Housing</b>	subsidised low cost housing comprising Social Rented Housing and Intermediate Housing (but not Affordable Rented Housing) which is available to persons who cannot afford to rent or buy housing generally available on the open market, as determined by reference to local incomes and local house prices, and for which the price is significantly lower than the prevailing market prices and which (subject to the terms of this Deed) shall remain in perpetuity as affordable housing provided to eligible households whose needs are not met by the market;
<b>Affordable Housing Contribution</b>	£438,951 (four hundred and thirty eight thousand nine hundred and fifty one pounds) to be spent by the Council towards the provision of any one or more types (as decided in the Council's sole discretion) of Affordable Housing;
<b>Affordable Housing Plan</b>	Pollard Thomas Edwards drawing numbers PL(00)399, PL(00)400, PL(00)401, PL(00)402, PL(00)403, PL(00)404 and PL(00)405 attached to this Deed at Schedule 9;
<b>Affordable Housing Units</b>	the Social Rented Housing and the Intermediate

Housing shown coloured pink and green respectively on the Affordable Housing Plan, as the same are described further at Schedule 9 and which shall comprise not less than 34.6% of all Habitable Rooms within the Development;

**Affordable Rented Housing** housing let by local authorities or Registered Providers to households who are eligible for Social Rented Housing subject to rent controls that require a rent of no more than 80% of the local market rent;

**Alternative Community Centre** a Community Centre facility in the immediate vicinity of the Site within the Borough of Islington which (in the Council's reasonable opinion following consultation with the Freehold Owner) has a similar nature, scale and function and equivalent facilities and amenity as the Community Centre Development;

**Application** the application for full planning permission submitted to the Council for the Development and allocated reference number P122284;

**Boiler** the communal boiler comprised within the Development which is intended to generate low carbon energy to supply part of the hot water and heating requirements of the Non-Community Development together with all plant and equipment associated with it and with the distribution of hot water and heating to the Non-Community Development;

**Chargee** any mortgagee or chargee of a Registered Provider or the successors in title to such mortgagee or

chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

**CHP**

a combined heat and power plant complying with the Energy Statement approved by the Council under the terms of this Deed which is capable of the low carbon generation of energy to supply that part of the hot water and heating requirements of the Non-Community Development which is not supplied by the Boiler together with all plant and equipment associated with it and with the distribution of hot water and heating to the Non-Community Development;

**Code of Construction Practice**

the Council's Code of Practice for Construction Sites attached to this Deed at Schedule 5;

**CoCP Response Document**

a detailed statement setting out how the Owner intends to comply with the Code of Construction Practice during the carrying out of the Preparatory Works and construction of the Development;

**Committee Date**

20 May 2013;

**Community Centre**

a Class D1 day centre within the meaning of that term which is set out (at the date of this Deed) in the Town and Country Planning (Use Classes) Order 1987 which benefits local people and organisations located in the Borough of Islington;

**Community Centre Development**

that part of the Development to be carried out on the Community Centre Land;

<b>Community Centre Land</b>	that part of the Site (including all floors of any building erected thereon) which is shown edged blue on the Community Centre Plan;
<b>Community Centre Plan</b>	Pollard Thomas Edwards drawing number PL(00)410 Revision A attached to this Deed at Schedule 10;
<b>Community Use Period</b>	the period of 30 years commencing with the date of this Deed;
<b>Commuted Housing Sum</b>	£2,945,749 Index Linked (which sum shall be known as "IPS" in this definition), which shall be reduced on each anniversary of the date of this Deed by IPS multiplied by the number of elapsed years since the date of this Deed (which number of years is shown in the following formula as "N") divided by 30, such that the IPS shall be reduced to zero at the expiry of the Community Use Period. In formulaic terms, this Commuted Housing Sum definition can be shown as the following: $IPS - IPS \times N/30$ , such that when $N = 30$ , the Commuted Housing Sum = 0;
<b>Construction Logistics Plan</b>	a plan to be submitted by the Owner to the Council for its approval in accordance with paragraph 4.7 of Schedule 1 outlining a scheme of management measures to (inter alia) protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase including but not limited to the following: details of the proposed routeing of all vehicles involved in the Construction Phase including the estimated number of vehicles per day and per week, details of vehicle

holding area(s), details of the vehicle call up procedure, an estimate of the number and type of parking suspensions that will be required during the Construction Phase, details of the access and egress arrangements for vehicles to and from the Development, details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the demolition, excavation and construction works;

**Construction Phase**

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

**Development**

the development of the Site comprising demolition of the existing two storey office building, various outbuildings and part demolition of St Luke's Centre and the erection of single storey extensions to the existing community centre to provide a new cafe (70sqm) with roof terrace facing Central Street and additional community space (71sqm) at the rear together with the erection of one 6 storey and one 3 storey building to create 50 residential units and flexible B1 (office) and/or D1 (community) space (155sqm) plus associated landscaping (including food growing space), vehicle parking, cycle storage and other associated works, all as set out in the Application;

**Development Agreement**

the agreement for lease and development of the Site



entered into between the Freehold Owner, the First Developer and the Second Developer on 5 April 2012;

**District Heating Connection** the connection of a District Heating Network (including all necessary pipes, cables and conduits and any necessary plant and equipment) to the Non-Community Development by the Council or by the Council's nominee (such nominee to be approved by the Owner) so that the part of the hot water and heating requirements of the Non-Community Development which is not supplied by the Boiler is supplied by the District Heating Network in accordance with the Energy Statement approved by the Council under the terms of this Deed;

**District Heating Network** an energy system providing low carbon energy through a decentralised local area network;

**Draft Travel Plan Statement** a draft travel plan statement which includes a set of potential measures to be included in the Travel Plan which is to be prepared in consultation with the relevant Council officer in accordance with the terms of this Deed;

**Energy Statement** a written update of NGL Associates' Energy Assessment Report dated 8 October 2012 submitted in support of the Application such update to be in accordance with the Council's adopted planning policies from time to time and which demonstrates how the Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;

<b>Habitable Room</b>	any room in a dwelling comprised within the Development with the exception of the kitchen, bathroom and independent hallway except that a kitchen will be counted as a habitable room if it includes a dining space and that dining space is more than 13 square metres in area (inclusive of space for fittings);
<b>Highway Reinstatement Area</b>	the highways and footways in the vicinity of the Development as shown hatched green on the Highway Reinstatement Plan;
<b>Highway Reinstatement Payment</b>	the sum calculated in accordance with paragraph 6 of Schedule 1 as the cost of the Highway Reinstatement Works which is to be spent by the Council on the Highway Reinstatement Works;
<b>Highway Reinstatement Plan</b>	the plan attached to this Deed at Schedule 7;
<b>Highway Reinstatement Works</b>	the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Condition approved by the Council under paragraph 6.1 of Schedule 1;
<b>Implementation</b>	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 the terms "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:

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

Where:

Relevant Amount = the payment to be Index-Linked

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

B = the figure for the Index which applied when the Index was last published prior to the Committee Date  
PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed;

**Intermediate Housing**

Affordable Housing which is not Social Rented Housing which is available at prices and rents above those of Social Rented Housing but below market price or rents and the same shall include shared equity products (e.g. HomeBuy), other low cost

homes for sale and intermediate rent and shall comprise not more than 30% of the total Affordable Housing Habitable Rooms and shall be within those dwellings shown coloured green on the Affordable Housing Plan;

**Interest**

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

**Market Housing**

that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;

**Non-Community  
Development**

the balance of the Development excluding the Community Centre Development;

**Non-Community Land**

the balance of the Site excluding the Community Centre Land;

**Occupation**

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

**Open Space Facilities  
Contribution**

£90,834 (ninety thousand eight hundred and thirty four pounds) to be spent by the Council towards Open Space Facilities Improvements;

**Open Space Facilities  
Improvements**

open space facilities improvements in the vicinity of the Site;

<b>Owner</b>	the Freehold Owner, the First Developer and the Second Developer;
<b>Planning Permission</b>	a planning permission subject to conditions granted by the Council pursuant to the Application;
<b>Play Facilities Contribution</b>	£60,573 (sixty thousand five hundred and seventy three pounds) to be spent by the Council towards Play Facilities Improvements;
<b>Play Facilities Improvements</b>	play facilities improvement in the vicinity of the Site;
<b>Practical Completion</b>	the date on which the Development (or relevant part of it) is properly certified as practically complete by the Owner's relevant professional under the contract for the construction of the Development and the term "Practically Complete" shall be construed accordingly;
<b>Preparatory Works</b>	operations consisting of site clearance, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements;
<b>Protected Tenant</b>	any tenant who: <ul style="list-style-type: none"> <li>(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 particular Affordable Housing Unit;</li> </ul>

- (b) has exercised any statutory right to buy pursuant to the Housing Act 1985 (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit; or
- (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%);

**Registered Provider**

a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008;

**Regulator**

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**

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

- a) the line and level of footways and

carriageways; and

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

**Site** the land and premises against which this Deed may be enforced which is shown edged red on the Site Plan and known as St Luke's Centre, 76-96 Central Street, London EC1V 8AG and registered at the Land Registry under Title Number NGL343932;

**Site Plan** the plan attached to this Deed at Schedule 3;

**Social Rented Housing** Affordable Housing which is not Intermediate Housing or Affordable Rented Housing but is housing owned by local authorities and Registered Providers and rented to eligible households in perpetuity at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time and the same shall comprise not less than 70% of all Affordable Housing Habitable Rooms at the Development being within those dwellings shown coloured pink on the Affordable Housing Plan;

**Sports and Recreation Contribution** £41,073 (forty one thousand and seventy three pounds) to be spent by the Council towards Sports and Recreation Improvements;

**Sports and Recreation Improvements** sports and recreation improvements in the vicinity of the Site;

<b>Statement of Community Commitment</b>	the Freehold Owner's aims and commitments specified in Schedule 8 which are intended to guarantee in perpetuity the continued Community Centre use of the Community Centre Land;
<b>Target Rent</b>	rent within the Regulator's national rent restructuring regime;
<b>Transport and Public Realm Contribution</b>	£92,948 (ninety two thousand nine hundred and forty eight pounds) to be spent by the Council towards Transport and Public Realm Improvements;
<b>Transport and Public Realm Improvements</b>	transport and public realm improvements in the vicinity of the Site;
<b>Travel Plan</b>	one or more statements or packages of practical measures prepared and implemented in consultation with the relevant Council officer which are tailored firstly, to the Occupiers and users of the Community Centre Development and secondly to Occupiers and users of the Non-Community Development, in each case to have the aim of reducing the impact of car travel on the environment and promoting a wider range of cleaner travel choices as per the relevant parts of the Council's Supplementary Planning Guidance on Green Travel Plans including a full travel survey;
<b>Update on Progress</b>	an update on the operation and effectiveness of the Travel Plan which takes into account any further measures requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey indicating the travel



patterns of the Occupiers and users of the relevant part of the Development.

## **2 INTERPRETATION**

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where 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 its 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 attached to it or referred to in it, 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 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.

3.2 The obligations, covenants, restrictions and undertakings on the part of the Owner under this Deed are planning obligations pursuant to Section 106 of the Act which, subject to the terms of this Deed, are enforceable by the Council as local planning authority against the Owner without limit of time and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

### **4 CONDITIONALITY**

This Deed, with the exception of those obligations expressed as having immediate or specifically earlier effect, is conditional upon the grant and Implementation of the Planning Permission.

### **5 OWNER'S COVENANTS**

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

### **6 COUNCIL'S COVENANTS**

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

## **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or vice versa 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 is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation.
- 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.
- 7.10 None of the obligations contained in this Deed (except for those contained in paragraphs 7.5 and 7.6 of Schedule 1 which shall be enforceable against the owners of individual Affordable Housing Units and those contained in paragraph 10.1 of Schedule 1 which shall be enforceable against the owners of individual residential dwellings comprised within the Development) shall be enforceable against the owners of individual residential dwellings comprised within the Development or against the mortgagees of any such owners or against those deriving title from them.
- 7.11 The obligations contained in this Deed shall not be enforceable against statutory undertakers in relation to any parts of the Site acquired by them for electricity substations, gas governor stations or pumping stations

## **8 WAIVER**

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

## **9 TITLE AND REGISTRATION**

- 9.1 The Freehold Owner (for itself and on behalf of St Luke's Parochial Trust), the First Developer and the Second Developer each covenant that they have full power to enter into this Deed and bind themselves to the covenants and obligations

contained in it and that this Deed has been properly executed by them.

- 9.2 The Freehold Owner covenants that it is the freehold owner of the Site and that the Site is free from mortgages, charges or other financial encumbrances other than the legal interest of the First Developer referred to in Recital D above and that there is no person having any significant legal interest in the Site other than as notified in writing to the Council prior to the date of this Deed.
- 9.3 The Freehold Owner and (as appropriate) the First Developer agree to apply to the Chief Land Registrar to register this Deed in the Registers of their respective titles to the Site and to supply to the Council as soon as reasonably practicable after registration official copies of such titles to show the entry of this Deed in the Charges Registers of the same.
- 9.4 Other than in relation to individual purchasers of dwellings comprised in the Development, the Freehold Owner, the First Developer and the Second Developer agree to give the Council immediate written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **10 INDEXATION**

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

## **11 INTEREST**

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

## **12 GOOD FAITH AND GOOD PRACTICE**

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

## **13 DISPUTE RESOLUTION**

- 13.1 Where any matter the subject of this Deed shall be in dispute, the Parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
- 13.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
- 13.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed shall be referred to the decision of a single expert ("Expert") qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the Parties within a period of fourteen days of reference or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Royal Institution of

Chartered Surveyors.

- 13.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties save in the event of fraud or manifest error.
- 13.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:
- 13.5.1 the Expert shall call for representations from both parties within 21 days of a reference to him under this Deed and require the parties to exchange representations within this period;
  - 13.5.2 the Expert shall allow the parties to the arbitration 14 days from the expiry of the period referred to under paragraph 13.5(i) above to make counter representations;
  - 13.5.3 any representations or counter representations received out of time may be disregarded by the Expert;
  - 13.5.4 the Expert shall provide the parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit;
  - 13.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

## 14 NOTICES

- 14.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in this Clause 14.

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

14.2.1 if delivered by hand, upon delivery at the relevant address;

14.2.2 if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or

14.2.3 if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next working day.

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

for the Council:

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

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Freehold Owner:

Address: 90 Central Street, London EC1V 8AJ

Facsimile Number:

Relevant addressee: Martyn Craddock, Chief Executive

Reference: 5106 Central Street

for the First Developer:

Address: One Langston Road, Loughton Essex IG10 3SD

Facsimile Number: 020 8502 2454

Relevant addressee: Steven Hancocks

Reference: St Luke's, Central Street, London



for the Second Developer:

Address: One Langston Road, Loughton Essex IG10 3SD

Facsimile Number: 020 8502 2454

Relevant addressee: Steven Hancocks

Reference: St Luke's, Central Street, London

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

## **15 INDEMNITY**

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

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

**SCHEDULE 1**  
**(Owner's Covenants)**

**1 NOTICES**

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

1.1.1 the date of Implementation of the Planning Permission;

1.1.2 the date of Practical Completion of the Community Centre Development;

1.1.3 the date of Practical Completion of the Non-Community Development;

1.1.4 the date of first Occupation of the Community Centre Development;

1.1.5 the date of first Occupation of the Non-Community Development;

1.1.6 the third anniversary of first Occupation of the Community Centre Development; and

1.1.7 the third anniversary of first Occupation of the Non-Community Development.

1.2 The Owner undertakes not to Implement the Development or permit Implementation of the Development until the notice referred to in paragraph 1.1.1 above has been duly given.

1.3 The Owner undertakes not to Occupy or permit Occupation of the Community Centre Development until the notices referred to in paragraphs 1.1.2 and 1.1.4 above have been duly given.

1.4 The Owner undertakes not to Occupy or permit Occupation of the Non-Community Development until the notices referred to in paragraphs 1.1.3 and 1.1.5 above have been duly given.

**2 FINANCIAL CONTRIBUTIONS**

2.1 The Owner shall on or prior to Implementation pay to the Council:

2.1.1 the Accessible Transport Contribution;

2.1.2 the Affordable Housing Contribution;

2.1.3 the Open Space Facilities Contribution;

2.1.4 the Play Facilities Contribution;

2.1.5 the Sports and Recreation Contribution; and

2.1.6 the Transport and Public Realm Contribution.

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

2.3 The Owner shall pay the Highway Reinstatement Payment to the Council in accordance with the provisions of paragraph 6 of this Schedule.

### **3 EMPLOYMENT AND TRAINING**

3.1 The Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code attached to this Deed at Schedule 4.

3.2 Subject to paragraph 3.4, the Owner shall ensure that during the Construction Phase not less than three construction trade apprentices shall be employed at the Development always ensuring that each apprentice shall be:

3.2.1 a resident of the London Borough of Islington;

3.2.2 recruited through Islington Working (or other nominated partner);

- 3.2.3 employed during the Construction Phase with each such apprentice to be employed for not less than 13 weeks and paid at a rate not less than the national minimum wage;
  - 3.2.4 supported through pay day release to undertake relevant training; and
  - 3.2.5 provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs.
- 3.3 To facilitate compliance with the requirements of paragraph 3.2 above, the Owner shall at all times work in partnership with "Islington Working" using all reasonable endeavours to ensure that:
- 3.3.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to Islington Working;
  - 3.3.2 Islington Working is notified of all vacancies arising from the building contract for the Development for employees, self-employees contractors and sub-contractors;
  - 3.3.3 Islington Working is supplied with a full labour programme for the Construction Phase of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the Construction Phase and (ii) measures to ensure that these needs are met as far as reasonably possible through the provision of local labour from residents of the London Borough of Islington; and
  - 3.3.4 the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Islington Working and employed during the Construction Phase.
- 3.4 In the event that, having used its best endeavours, the Owner is unable to provide

three apprenticeships in accordance with this paragraph 3, the Owner shall pay to the Council within 14 days of receipt of a written demand the sum of £5,000 for each of the apprenticeships that the Owner shall not have provided, such sum or sums to be utilised by the Council towards employment and training initiatives in the Borough of Islington, and upon payment of such sum the obligation to provide the relevant apprenticeship (or apprenticeships, if appropriate) shall fall away.

#### **4 CONSTRUCTION**

##### Code of Construction Practice

- 4.1 The Owner shall at all times during the Construction Phase observe and comply and ensure compliance with the Code of Construction Practice.
- 4.2 The Owner shall on or prior to Implementation pay £5,000 to the Council as a contribution towards the Council's costs of monitoring compliance with the Owner's obligations in paragraph 4.1 above.
- 4.3 The Owner shall not Implement the Development or permit the Development to be Implemented unless it has paid to the Council the sum referred to in paragraph 4.2 above.

##### CoCP Response Document

- 4.4 The Owner shall not less than one month before the carrying out of any Preparatory Works or Implementation works prepare and submit to the Council for its approval a CoCP Response Document which shall include:
  - 4.4.1 a review of the Code of Construction Practice with specific reference to the Site's proposed construction programme;
  - 4.4.2 a statement of how the Owner will ensure compliance with the Code of of Construction Practice; and
  - 4.4.3 a community liaison strategy which shall address at least the following

concerns:

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

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

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

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

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

attendance by the 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;

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

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

- 4.5 The Owner shall not carry out or permit to be carried out any Preparatory Works or Implementation works until a CoCP Response Document has been submitted to and approved in writing by the Council.

- 4.6 The Owner shall at all times comply in all respects with the approved CoCP Response Document (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved CoCP Response Document and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

#### Construction Logistics Plan

- 4.7 The Owner shall submit to the Council for its approval the Construction Logistics Plan as soon as reasonably practical after the date of this Deed and in any event later no later than 2 months prior to the carrying out of any Preparatory Works at the Site.
- 4.8 The Owner shall not carry out or permit to be carried out any Preparatory Works or Implementation works unless a Construction Logistics Plan has been submitted to and approved in writing by the Council.
- 4.9 The Owner shall at all times comply in all respects with the approved Construction Logistics Plan (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved Construction Logistics Plan and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

### **5 LOCAL PROCUREMENT**

The Owner shall at all times during the carrying out of the Construction Phase comply and ensure compliance with the Council's Code of Local Procurement attached to this Deed at Schedule 6 and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take

all steps reasonably required by the Council to remedy such non-compliance.

## **6 HIGHWAY RE-INSTATEMENT**

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

## **7 AFFORDABLE HOUSING**



- 7.1 The Owner shall not carry out or permit to be carried out any Preparatory Works or Implementation work until the Owner has entered into a contract with a Registered Provider for the construction and completion and subsequent transfer to the Registered Provider of the freehold or the grant of a lease for a term of not less than 125 years of all of the Affordable Housing Units in accordance with paragraphs 7.2 and 7.3 and written confirmation of such has been received by the Council.
- 7.2 Any such freehold transfer or lease as is referred to in paragraph 7.1 above shall be with the benefit of:
- 7.2.1 full and free rights of access for pedestrians from the public highway to the Affordable Housing Units; and
- 7.2.2 full and free rights to the passage of water, soil, electricity, gas and other services through pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary of the Affordable Housing Units, all such services to be connected to the mains, and all other necessary rights and easement to enable the Affordable Housing Units to be used for residential purposes.
- 7.3 Not more than 30% of the Market Housing dwellings shall be Occupied until:
- 7.3.1 the Owner has completed the freehold transfer or granted a lease of the Affordable Housing Units in accordance with paragraphs 7.1 and 7.2 above;
- 7.3.2 all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and are ready for immediate residential Occupation; and
- 7.3.3 written notification of the above has been received by the Council.
- 7.4 For the purposes of paragraph 7.3.2, an Affordable Housing Unit shall be deemed to have been constructed and to be ready for Occupation when:

- 7.4.1 the Owner has served notice on the Council advising that such Affordable Housing Unit is ready for Occupation in accordance with paragraph 7.3.2 and may be inspected at any time between 9am and 5pm Monday to Friday during the 10 working days following receipt of the notice or such other time as may be agreed with the Council;
- 7.4.2 such Affordable Housing Unit has been inspected on behalf of the Council during the period set out in paragraph 7.4.1 or at such other time as may be agreed in accordance with that paragraph; and
- 7.4.3 the Council has confirmed in writing to the Owner that such Affordable Housing Unit has been constructed and is ready for Occupation in accordance with the covenants contained in this Deed.
- 7.5 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:
- 7.5.1 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;
- 7.5.2 Any Chargee provided that the Chargee shall have first complied with its obligations in paragraph 7.6 of this Schedule; or
- 7.5.3 Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 7.6 The Chargee shall, before seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than three months' prior written notice to the Council of its intention to dispose and:
- 7.6.1 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.

7.6.2 if the Council does not serve its response to the notice served under paragraph 7.6.1 within the three months then the Chargee shall be entitled to dispose free of the restrictions contained in this paragraph 7.

7.6.3 if the Council or any other person cannot within three months of the date of service of its response under paragraph 7.6.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 7.6.1 the Chargee shall be entitled to dispose free of the restrictions contained in this paragraph 7.

PROVIDED THAT at all times the rights and obligations in this paragraph 7 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 monies outstanding under the charge or mortgage.

## **8 TRAVEL PLAN**

8.1 The Owner shall not Implement or permit the Development to be Implemented over any part of the Community Centre Land until it has submitted a Draft Travel Plan Statement to the Council in respect of the Community Centre Land and the Council has approved the same in writing (with or without any amendments agreed by the Council and the Owner).

8.2 The Owner shall not Implement or permit the Development to be Implemented over any part of the Non-Community Land until it has submitted a Draft Travel Plan Statement to the Council in respect of the Non-Community Land and the Council has approved the same in writing (with or without any amendments agreed by the Council and the Owner).

8.3 Not later than 6 months after first Occupation of the Community Centre Development, the Owner shall submit to the Council for its approval a draft of the Travel Plan for the Community Centre Development which is in accordance with the approved Draft Travel Plan Statement and not later than 6 months after first Occupation of the Non-Community Development, the Owner shall submit to the Council for its approval a draft of the Travel Plan for the Non-Community Development which is in accordance with the approved Draft Travel Plan Statement.

8.4 The Owner shall not Occupy or permit Occupation of the Community Centre Development and shall not Occupy or permit Occupation of more than 90 percent of the Non-Community Development until the relevant Travel Plan has been submitted by the Owner to the Council and approved by the Council in writing.

8.5 The Owner shall submit an Update on Progress to the Council not later than two weeks following the 3<sup>rd</sup> anniversary of first Occupation of the Community Centre Development and not later than two weeks following the 3<sup>rd</sup> anniversary of first Occupation of the Non-Community Development.

8.6 The Owner shall ensure that all owners and Occupiers of the Development are made aware of the relevant approved Travel Plan and any revisions to it in any promotional material relating to the Site (or relevant part thereof) and the Owner shall provide Occupiers and users of the Development with copies of the relevant approved Travel Plan without charge and when requested.

8.7 The Owner shall use all reasonable endeavours to ensure that the owners and Occupiers of the Development comply at all times with the provisions of the relevant Travel Plan approved from time to time.

## **9 DISTRICT HEATING**

9.1 The Owner will ensure that the Non-Community Development is constructed to include a connection point for a District Heating Connection.

9.2 The Owner will ensure that the buildings comprised in the Non-Community

Development are capable of connecting to a District Heating Network with connections capable of:

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

9.2.2 reserving space for heat exchangers to allow connection; and

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

9.3 The Owner will not Implement or permit the Development to be Implemented until a draft Energy Statement has been submitted to and approved in writing by the Council.

9.4 The Owner shall at all times comply in all respects with the approved Energy Statement (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved Energy Statement and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.

9.5 Subject to paragraph 9.6 below and any regulatory changes governing the communal supply of energy, the Owner agrees not to Occupy or permit any part of the Development to be Occupied until:

9.5.1 a District Heating Connection has been made; or

9.5.2 (in the event that paragraph 9.6 below applies), the Owner has at its own cost installed on-Site CHP

in each case to supply that part of the hot water and heating requirements of the

Non-Community Development as is set out in the Energy Statement approved under paragraph 9.4 above.

9.6 The Owner shall not be bound by paragraph 9.5 above unless the following pre-conditions are satisfied:

9.6.1 the proposed connection charges to the District Heating Network are reasonable and economically viable in respect of the Non-Community Development;

9.6.2 the proposed tariff structures (including unit consumption charges and standing charges) under the District Heating Connection protect the interests of the Owner and Occupiers; and

9.6.3 there being in place prior to the District Heating Connection a hot water/heat energy supply agreement which protects the interests of the Owner and Occupiers by way of a guarantee of the availability of hot water and heat energy from the District Heating Network to the Non-Community Development.

9.7 In the event that the Owner considers that one or more of the conditions specified in paragraph 9.6 have not been satisfied, the burden of proof will be on the Owner to demonstrate this (supplying copies of all appropriate evidence to the Council).

9.8 If the Owner demonstrates prior to Practical Completion of the Non-Community Development that one or more of the conditions specified in paragraph 9.6 above has not been satisfied or cannot be satisfied within the period ending 6 months after Practical Completion of the Non-Community Development, the Owner will in addition and without prejudice to its obligations in paragraphs 9.1 to 9.7 above:

9.8.1 without delay install on-Site CHP at its own cost to supply that part of the hot water and heating requirements of the Non-Community Development as is set out in the Energy Statement approved under paragraph 9.4 above; and

9.8.2 not later than 24 months after first Occupation of the Non-Community Development, provide the Council with copies of all such evidence and supporting information and documentation as may reasonably be requested or required by the Council (including copies of good quality combined heat and power annual returns) to demonstrate that such CHP is fully operational in accordance with this paragraph 9.

9.9 In the event that a District Heating Connection is not made in accordance with paragraph 9.5, the Owner further agrees that it will on the written request of the Council do all such things necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraph 9.5 (including the conditions in paragraph 9.6) subject to the following conditions:

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

9.9.2 it would be economically viable for the Non-Community Development to be connected to the District Heating Network.

## **10 COMMUNITY CENTRE USE**

10.1 The Owner shall not Occupy or permit the Occupation of any part of the Non-Community Development at any time before Practical Completion of the Community Centre Development.

10.2 The Owner shall upon demand pay the Commuted Housing Sum to the Council on the occurrence of any of the following circumstances:

10.2.1 in the event that the Owner Occupies or permits Occupation of any part of the Non-Community Development at any time before Practical Completion of the Community Centre Development;

10.2.2 (subject to paragraph 10.3 below) if during the Community Use Period, the Community Centre Development is for any reason demolished or (in the Council's reasonable opinion following consultation with the Freehold Owner) rendered unusable to any material extent and the Owner does not

within 12 months of being so notified by the Council re-provide it on Site with or repair it to leave (in the Council's reasonable opinion following consultation with the Freehold Owner) a Community Centre facility of a similar nature, scale and function and having equivalent facilities and amenity as the Community Centre Development; or

- 10.2.3 (subject to paragraph 10.3 below) if during the Community Use Period, the Community Centre use of the Community Centre Land ceases or (in the reasonable opinion of the Council following consultation with the Freehold Owner) such use significantly diminishes for longer than a continuous period of 12 months.
- 10.3 Paragraphs 10.2.2 and 10.2.3 shall not apply (and no Commuted Housing Sum shall be payable under them) if before the expiry of the relevant 12 months period referred to in those paragraphs the Owner has provided, taken Occupation and commenced use of an Alternative Community Centre.
- 10.4 The Owner covenants that it shall in respect of the Community Centre Land comply and ensure compliance at all times with the aims and commitments contained in the Statement of Community Commitment to the reasonable satisfaction of the Council.



**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 the purposes specified in this Deed for which they have been paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree from time to time PROVIDED THAT the Council may in any event spend up to 5 (five) per cent of 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 its reasonable administrative costs at any time after each or all of the obligations of the Owner under this Deed have been performed or otherwise discharged issue written confirmation of such performance or discharge and effect the cancellation of relevant entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed.
3. The Council covenants with the Owner that on written request by the Owner or the party that actually paid the sum, it will re-pay to the Owner or the party that actually paid the sum such amount of any payment made to the Council under this Deed which has not been spent or which remains unexpended or uncommitted after five years from its date of receipt by the Council together with any interest accrued on the amount that has not been spent.
4. For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.
5. The Council shall 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.



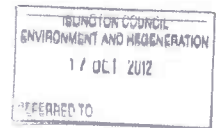
**SCHEDULE 3**  
**(Site Plan)**



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AUTHORISED OFFICER  
R. O'Neill



Karl Sharp



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PLANNING DRAWINGS			
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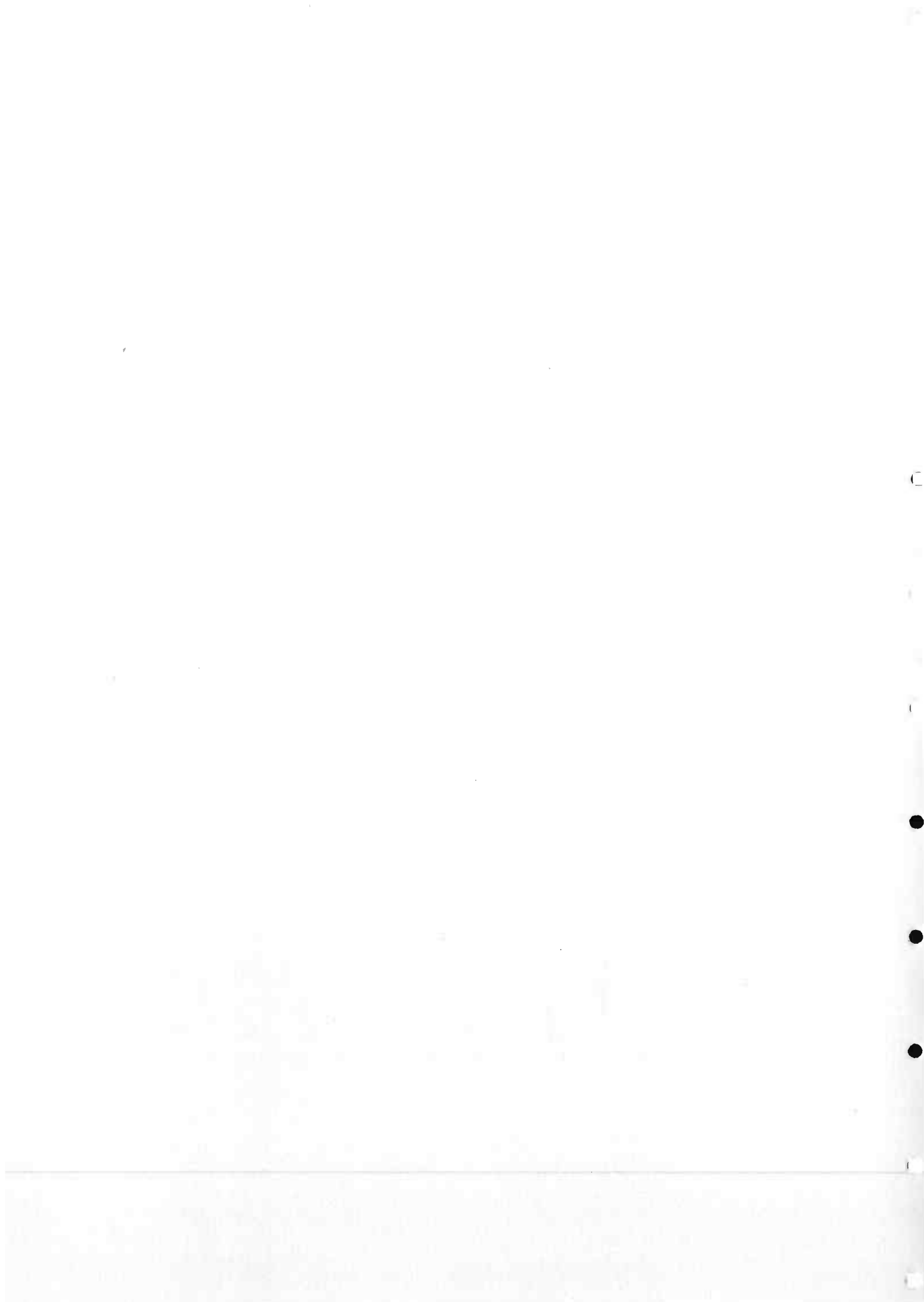


**SCHEDULE 4**  
**(Employment and Training Code)**





**SCHEDULE 5**  
**(Code of Construction Practice)**



**SCHEDULE 6**  
**(Code of Local Procurement)**



## LOCAL PROCUREMENT CODE.

### SECTION 106.

#### 1. INTRODUCTION

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

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

#### 2. CONSTRUCTION.

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

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

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

## **Contracts with Sub Contractors.**

### **LBI Regeneration require the developer/ main contractor to:**

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

### **3. MONITORING**

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

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

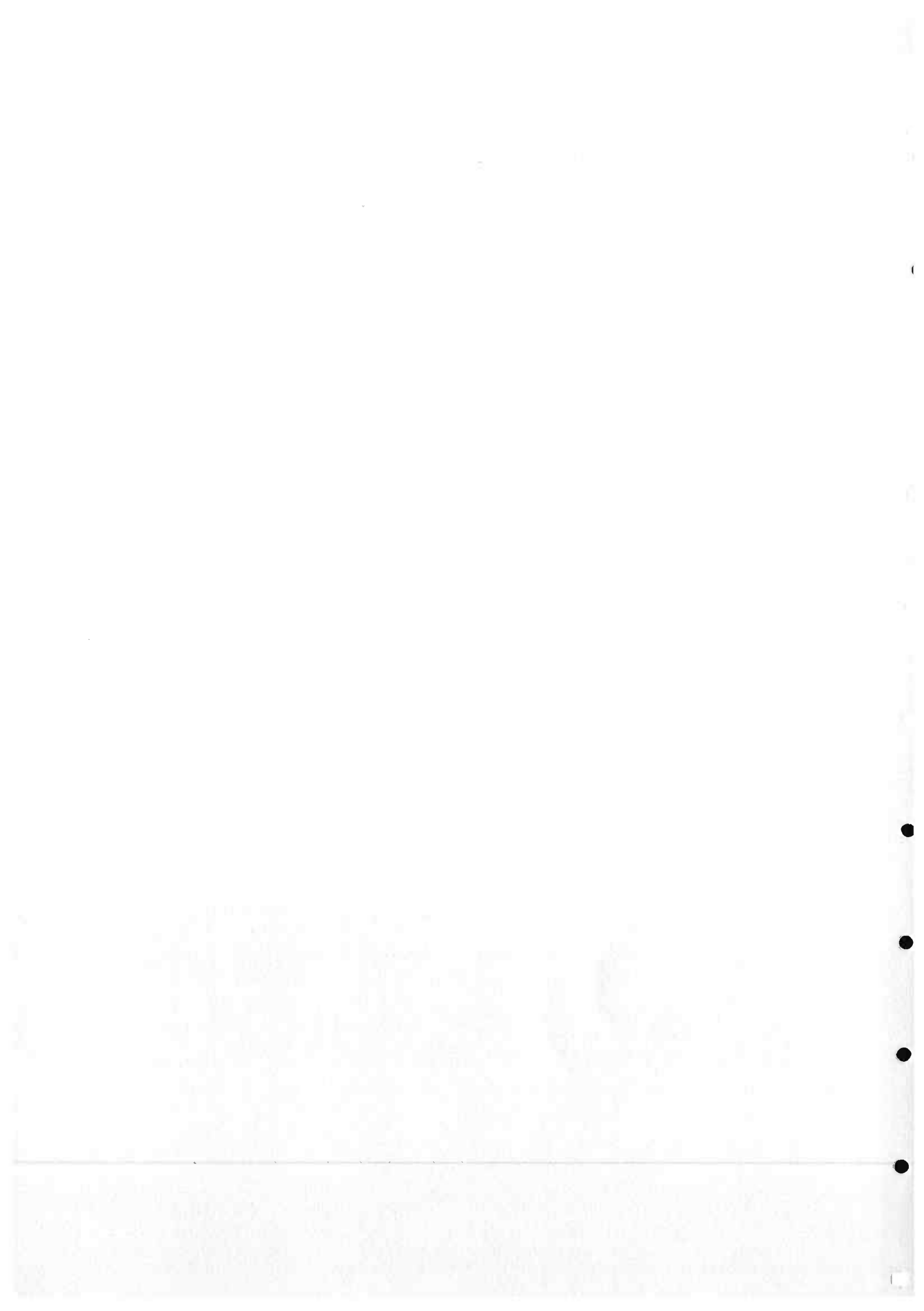
### **4. POST CONSTRUCTION**

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

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

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

**SCHEDULE 7**  
**(Highways Reinstatement Plan)**





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AUTHORISED OFFICER

R. O'Neill



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Ken Sharp



ISLINGTON  
COUNCIL & COMMUNITIES  
COUNCIL COMMUNITIES GROUP  
REPRESENTED BY THE COUNCIL  
020 8357 3100 020 8357 3100

NAME	
ADDRESS	
DATE	TIME
SIGNATURE	INITIALS
DATE	



## SCHEDULE 8

### (Statement of Community Commitment)

"St Luke's Centre and Trust is a charity governed by charity law. We have been in existence for over 450 years and registered as a charity since at least the 1890s. We are registered with the Charity Commission (Charity No. 207497).

Our legal objects which govern the activities of the charity were formed in June and December 1983. These governing instruments are known as Charity Commission Schemes.

Charity law states that we cannot act outside our charitable objects. We are legally restricted to providing charitable support only within our defined area of benefit which is the former parish of St Luke, Old Street (as constituted by Act of Parliament 6, George II cap 21). Our funds are therefore legally ring-fenced to support residents of this area, which today is largely the Islington Ward of Bunhill, and some very small pockets on its fringes.

The Trustees of St Luke's, who govern the administration and management, and determine the strategy, are selected by a variety of means as set out in the Schemes.

Three of our Trustees are nominated by the London Borough of Islington and are normally sitting Councillors. This permanent link ensures the Charity has a democratic mandate to meet local need. Other Trustees are recruited from only those people who live locally, or have a special knowledge of the area. This special feature of St Luke's ensures that local people are committed to ensuring the charity maintains its work in their neighbourhood.

**The Charity is committed to operating a community centre for the foreseeable future, and even more so having recently invested £3m in its refurbishment in 2012. The building purchased by the charity in 1980 is restricted for use as a community centre for the benefit of the pensioners of the charity and the inhabitants of the area of benefit and the neighbourhood for meetings, lectures and classes and other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said pensioners and residents. (Scheme Dec 1983).**

The funds of the charity are therefore protected by Charity law. They cannot be used outside the area nor to support people from outside the area. Furthermore, a large proportion of our assets are in fact deemed Permanent Endowment. This means the Trustees have a special legal duty to protect the value of these assets for future generations, and only spend the income deriving from it. The Trust is therefore legally incapable of insolvency.

St Luke's Centre and Trust is here for the long term. We understand the social problems that local people face and we tackle them head on. We have supported people and local organisations for centuries, and with the proceeds of our land sale and development, the charity can continue to deliver its services in perpetuity, on a sound and sustainable financial footing that ensures everyone living locally can benefit from what we offer".

**SCHEDULE 9**  
**(Affordable Housing Plan)**

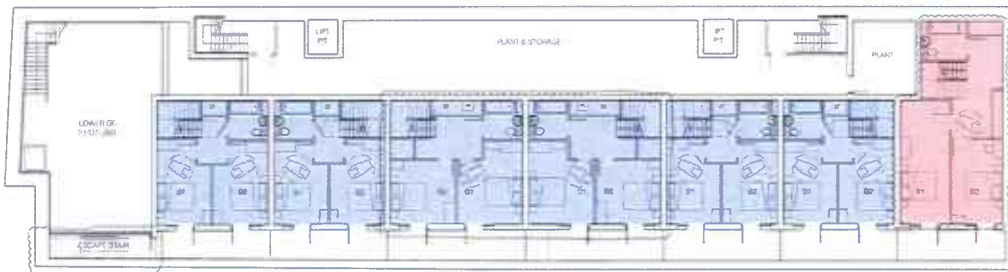
Total No. of Units = 15  
Social Rented Units = 8  
Intermediate Units = 7

**Social Rented Units**

<u>Block</u>	<u>Plot</u>	<u>Unit Type</u>	<u>Size (NIA)</u>	<u>Level</u>
C	C00-1	4B6P house	113m2	G/1/2
C	C00-2	4B6P house	113m2	G/1/2
C	C00-3	4B6P house	113m2	G/1/2
C	C00-4	4B6P house	113m2	G/1/2
C	C00-5	3B4P duplex	104m2	G/1/2
C	C00-6	2B4P WCH flat	92.5m2	G
C	C00-7	3B4P duplex	104m2	G/1/2
B	B00-1	3B5P duplex	122m2	G/LG

**Intermediate Units**

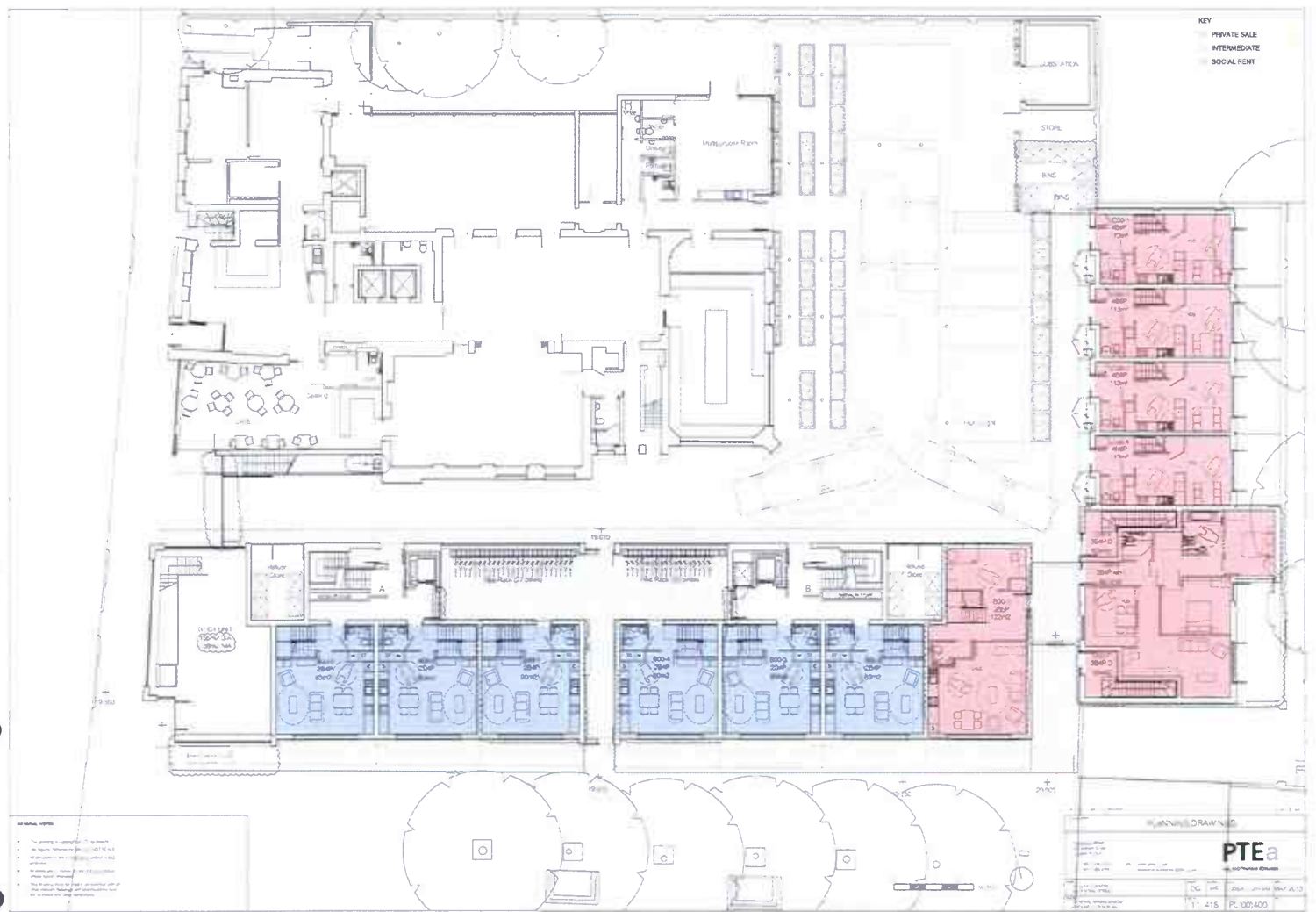
<u>Block</u>	<u>Plot</u>	<u>Unit Type</u>	<u>Size (NIA)</u>	<u>Level</u>
A	A01-2	1B2P flat	50m2	1
A	A01-3	2B4P	70m2	1
A	A02-2	1B2P flat	50m2	2
B	B01-2	1B2P flat	50m2	1
B	B01-3	2B3P WCH flat	70m2	1
B	B02-2	1B2P flat	50m2	2
B	B03-2	1B2P flat	50m2	3



046-070 (JUNE 1992) 23

- a. ... ..  
 b. ... ..  
 c. ... ..  
 d. ... ..  
 e. ... ..

[illegible]



KEY  
 PRIVATE SALE  
 INTERMEDIATE  
 SOCIAL RENT



- GENERAL NOTES
- 1. The following information is for your information only.
  - 2. All rights are reserved by PTE (UK) Ltd.
  - 3. All information is for information only and is not intended to be used for any other purpose.
  - 4. All information is for information only and is not intended to be used for any other purpose.
  - 5. All information is for information only and is not intended to be used for any other purpose.

PLANNING DRAWINGS	
<b>PTEa</b>	
PTEa (UK) Ltd.	
Project Name	501 1st Floor (2010-2012) Part 2/3
Project No.	416 PEX0201



GENERAL NOTES

- 1. All dimensions are in meters.
- 2. All areas are in square meters.
- 3. All volumes are in cubic meters.
- 4. All weights are in kilograms.
- 5. All temperatures are in degrees Celsius.
- 6. All pressures are in Pascals.
- 7. All forces are in Newtons.
- 8. All energies are in Joules.
- 9. All powers are in Watts.
- 10. All times are in seconds.
- 11. All angles are in degrees.
- 12. All frequencies are in Hertz.
- 13. All speeds are in meters per second.
- 14. All accelerations are in meters per second squared.
- 15. All densities are in kilograms per cubic meter.
- 16. All viscosities are in Pascals seconds.
- 17. All conductivities are in Watts per meter Kelvin.
- 18. All permittivities are in Farads per meter.
- 19. All permeabilities are in Henrys per meter.
- 20. All refractive indices are dimensionless.
- 21. All reflection coefficients are dimensionless.
- 22. All transmission coefficients are dimensionless.
- 23. All absorption coefficients are dimensionless.
- 24. All scattering coefficients are dimensionless.
- 25. All loss coefficients are dimensionless.
- 26. All gain coefficients are dimensionless.
- 27. All efficiency coefficients are dimensionless.
- 28. All coupling coefficients are dimensionless.
- 29. All isolation coefficients are dimensionless.
- 30. All return coefficients are dimensionless.
- 31. All mismatch coefficients are dimensionless.
- 32. All reflection coefficients are dimensionless.
- 33. All transmission coefficients are dimensionless.
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- 92. All gain coefficients are dimensionless.
- 93. All efficiency coefficients are dimensionless.
- 94. All coupling coefficients are dimensionless.
- 95. All isolation coefficients are dimensionless.
- 96. All return coefficients are dimensionless.
- 97. All mismatch coefficients are dimensionless.
- 98. All reflection coefficients are dimensionless.
- 99. All transmission coefficients are dimensionless.
- 100. All absorption coefficients are dimensionless.



PLANNING DRAWINGS			
PTE			
POLLARD THOMAS DRAUGHTS			
Client:	11-418	11-418	11-418
Project:	PL000402	PL000402	PL000402
Drawn by:	11-418	11-418	11-418
Check by:	11-418	11-418	11-418
Date:	11-418	11-418	11-418



KEY  
 PRIVATE SALE  
 INTERMEDIATE  
 SOCIAL RENT

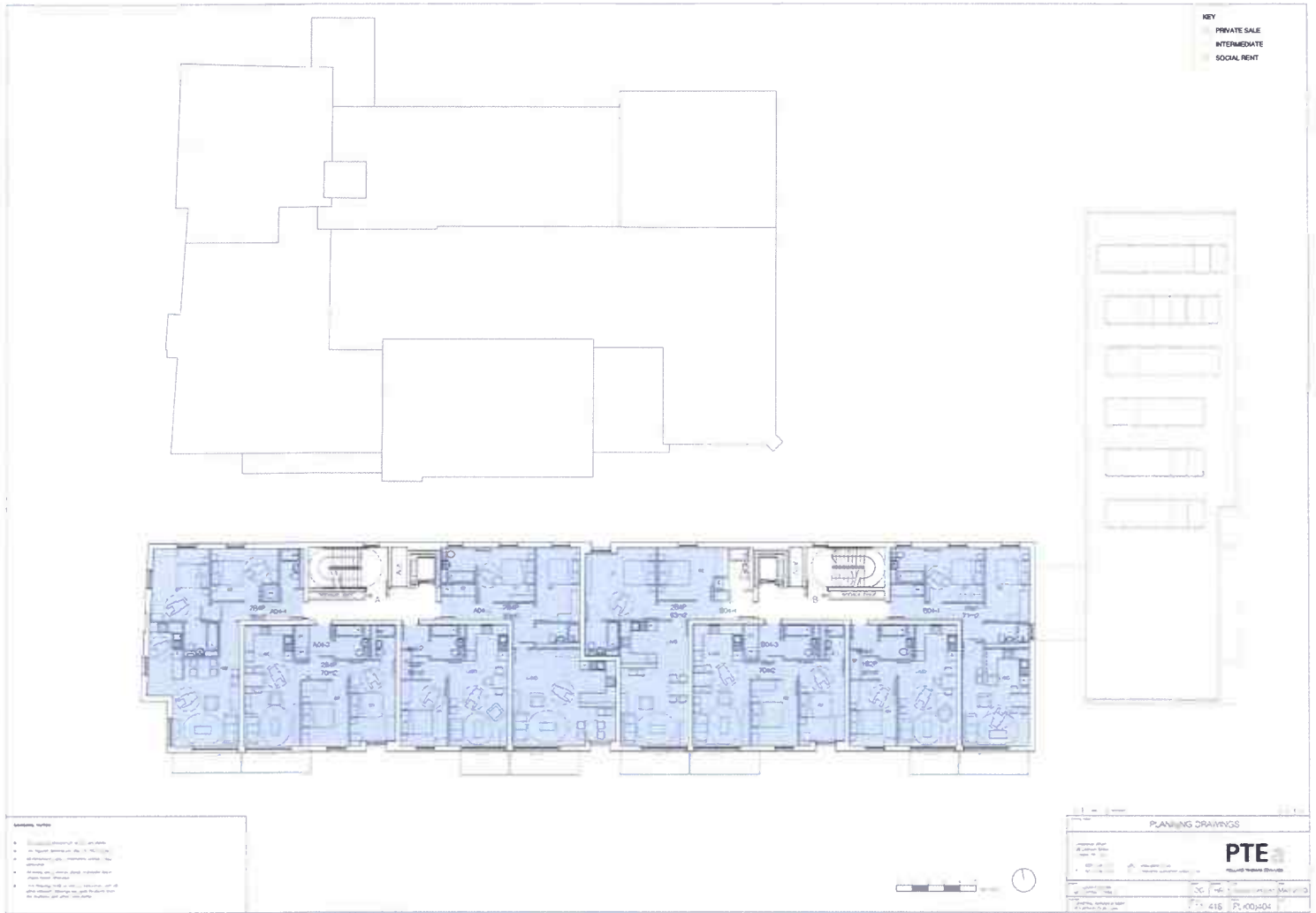


- Legend:
- Private Sale
  - Intermediate
  - Social Rent

PLANNING DRAUGHTS	
Project Name	PTEa
Project Number	13 418 P-00403
Project Location	13 418 P-00403
Project Status	13 418 P-00403
Project Date	13 418 P-00403

65873

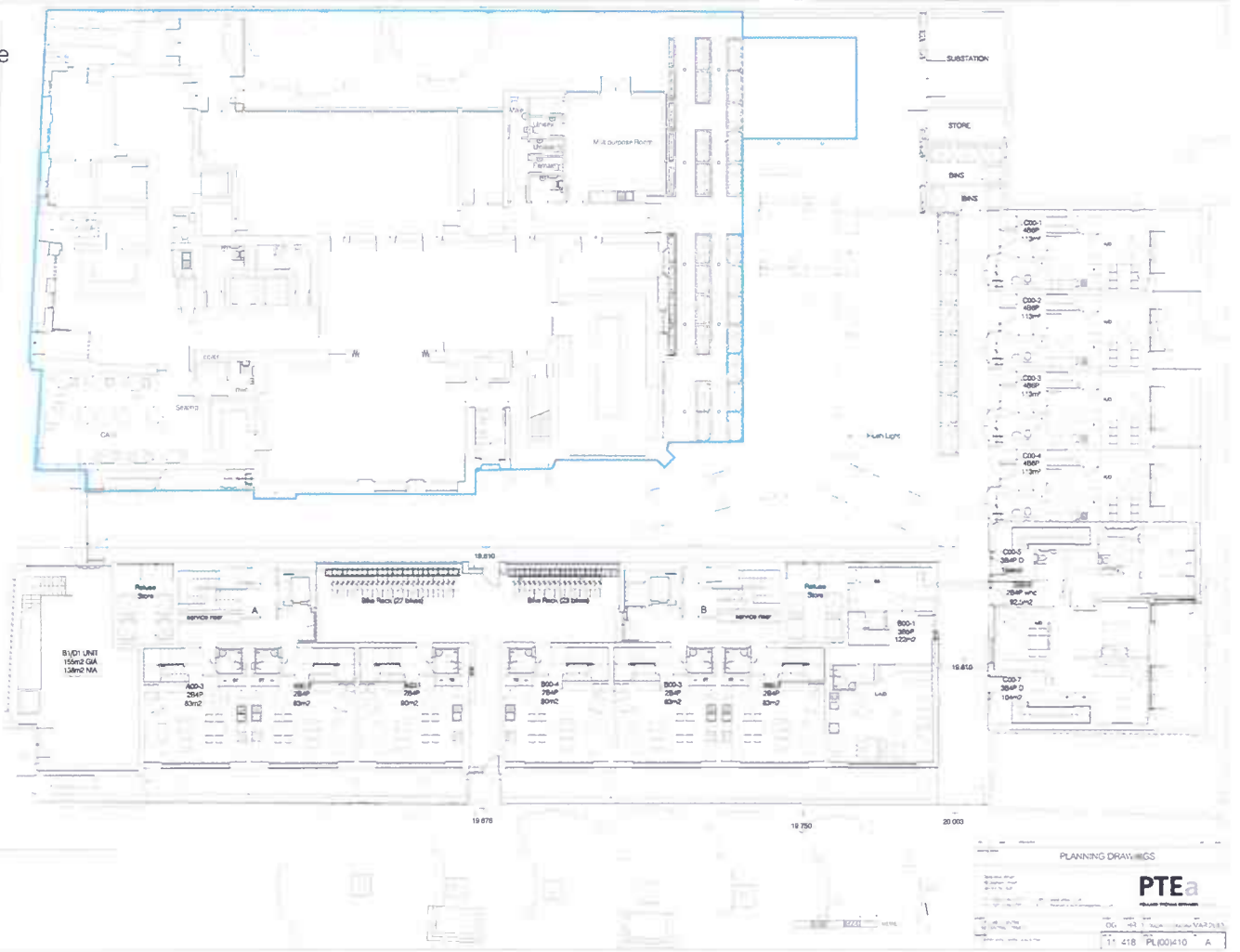
AUTHORISED OFFICER





**SCHEDULE 10**  
**(Community Centre Plan)**

# Community Centre Space Plan



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



*R. Chellie*

65873

Authorised Officer

Executed as a Deed by St.  
Luke's Trustee Limited, for  
and on behalf of St Luke's  
Parochial Trust acting by

*Karl Sharp (KEITH SHARP)*

.....  
A director in the presence of: Director

*[Signature]*  
.....

Signature of witness

*ICREN WILTSHIRE*  
.....

Full name of witness

*TIA MORRIS WAM, LONDON COUNCIL, HERTS AL2 1JN*  
.....

Address of witness

*DIRECTOR OF SERVICES*  
.....

Occupation of witness

EXECUTED as a DEED (but )  
not delivered until dated) by )  
HIGGINS HOMES PLC acting )  
by: )

Director

Director/Secretary

Two handwritten signatures in black ink. The top signature is a stylized 'RH' and the bottom signature is a more complex, cursive signature.

EXECUTED as a DEED (but )  
not delivered until dated) by )  
HIGGINS GROUP PLC acting )  
by: )

Director

Director/Secretary

Two handwritten signatures in black ink. The top signature is a stylized 'RH' and the bottom signature is a more complex, cursive signature.