



ISLINGTON

DATED

24th March 2015

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- and -

CANAL & RIVER TRADING CIC

- and -

FAMILY MOSAIC HOME OWNERSHIP LIMITED

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

in respect of

37 – 47 (odd) and land at Wharf Road
London N1 7RJ

PLANNING APPLICATION
REFERENCE
P2014/2131/FUL

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

DATE

24th March

2015

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **CANAL & RIVER TRADING CIC** a company registered in England and Wales under registration number 08069602 whose registered office is First Floor North Station House, 500 Elder Gate, Milton Keynes MK9 1BB ("**Owner**");
- 3) **FAMILY MOSAIC HOME OWNERSHIP LIMITED** a Community Benefit Society with registered number IP26804R whose head office is Albion House, 20 Queen Elizabeth Street, London SE1 2RJ ("**Developer**")

and the Council and the Owner and the Developer shall be known together 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 and is the local planning authority by whom the obligations contained herein are enforceable
- B. The Council is the registered proprietor of the freehold of part of the Site registered with title absolute under Title Number LN53690.
- C. The Owner is the registered proprietor of the freehold of part of the Site with title absolute under Title Numbers AGL279378 and NGL817307.
- D. The Developer has entered into a contract with the Council and the Owner to acquire the Site dated 23rd December 2013 and registered against Title Numbers AGL279378, NGL817307 and LN53690.

- E. 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.

OPERATIVE PROVISIONS

1 DEFINITIONS

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

Accessible Transport Contribution	£20,000 (twenty thousand pounds) to be paid by the Owner and/or Developer in accordance with paragraph 12.1 of Schedule 1 to be spent by the Council towards the provision of accessible parking bays or alternative accessible transport measures in the vicinity of the Site;
Act	the Town and Country Planning Act 1990;
Additional Affordable Housing Scheme	the scheme attached to this Deed at Schedule 9 providing details (by reference to plans and drawings) of the number, size, location and tenure of the Additional Affordable Housing Units;
Additional Affordable	the additional affordable housing units to

Housing Units	be provided by the Owner and/or Developer or the Council in consequence of a Surplus resulting from the Updated Viability Assessment;
Affordable Housing	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 which shall remain in perpetuity as affordable housing provided to eligible households whose needs are not met by the market;
Affordable Housing Plan	the drawing attached to this Deed at Schedule 8;
Affordable Housing Revenue	<p>the gross receipts due to the Owner and/or Developer in the disposal of any Affordable Housing Units calculated on the following basis:</p> <ol style="list-style-type: none"> a. adopting the contracted purchase prices of the Affordable Housing Units; b. in respect of any Affordable Housing Units remaining to be disposed of, adopting the Open Market Value for the same as at the date of submission of the

Updated Viability Assessment;
and

- c. including any sums payable under any Building Contract for the Affordable Housing Units between the Owner and/or Developer and the purchaser of such Affordable Housing Units;

Affordable Housing Units means the Social Rented Housing and Intermediate Housing shown yellow and green on the Affordable Housing Plan and described in further detail in Schedule 8 or any one or more of them and which shall comprise no less than 78.9% of all Habitable Rooms at 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;

Agreed Site Value £6,000,000 (six million pounds);

Any Other Costs means any other cost properly and reasonably incurred by the Owner and/or Developer in connection with the Development which are relevant to the Updated Viability Assessment but are not elsewhere included;

Any Other Revenue or Receipts

shall constitute the total gross receipts or revenue in cash or kind received by the Owner and/or Developer which are generated from the Site but not otherwise included in the Updated Viability Assessment and which should be reasonably factored into the Updated Viability Assessment including without limitation any public grant or public loan relevant to the Development, any overage payment from any third party (whether or not called overage) in respect of either the Development and/or a disposal of any part of the Site, any damages received arising out of the use and occupation of the Site and any damages (including liquidated and ascertained damages) received arising out of any claim against any contractor or any consultant engaged in connection with the Development, revenue or receipts or other consideration in cash or kind generated from advertising on the Site prior to Implementation of the Development, commissions, rents, licence fees, wayleaves, telecommunication licence fees and/or payments from statutory undertakers as at the submission of the Updated Viability Assessment not otherwise accounted for;

Application

the application for full planning permission dated 4 July 2014 submitted to the Council for the Development and allocated Council reference number

P2014/2131/FUL;

Assumed Developer Profit	an assumed developer profit which is equivalent to 7.2% (seven point two per cent) of the aggregate sum of the Market Housing Revenue and the Affordable Housing Revenue;
Building Contract	a contract in writing between the Owner and/or Developer and a Building Contractor to carry out works in respect of the Development;
Building Contractor	a building contractor or sub-contractor employed by the Owner and/or Developer, including individuals employed by the Owner and/or Developer where the Owner and/or Developer is carrying out the works directly, to carry out works in respect of the Development;
Building Costs	<p>shall mean:</p> <ul style="list-style-type: none">a. all payments made to Building Contractor or others in relation to erecting fencing and hoarding and in site clearance, demolition and muck away where the Owner and/or Developer is carrying out these works directly;b. all payments made to Building Contractor under any Building Contracts or payments to Building

Contractor employed by the Owner and/or Developer where the Owner and/or Developer is carrying out these works directly;

- c. the fees reasonably and properly incurred in obtaining Statutory Consents;
- d. the cost of diversion of existing supplies and services and the installation and connection of new supplies (including without limitation foul and surface water drainage gas water and electricity supplies and telecommunications) and otherwise carry out service works;
- e. the costs incurred in insuring the Development and Site and all third party and any other necessary insurance and the periodic cost of valuation for income purposes on usual terms;
- f. rates including sums payable pursuant to any statute or byelaw and rents and other outgoings payable in respect of the Site;
- g. the cost of providing security to the Site;
- h. the costs of carrying out appropriate environmental surveys and monitoring and any other site

investigations, monitoring or other procedures along with any remediation necessary to deliver the Development;

- i. any tax, tariff or charge introduced by the Mayor of London or the Council pursuant to the Planning Act 2008, the Localism Act 2011 and regulations made thereunder (including the Community Infrastructure Regulations 2010) and/or pursuant to any subsequent legislation or provision to fund the delivery of infrastructure whether the same is known as “the community infrastructure levy” or by any other name; and
- j. The costs of all materials used in the course of construction of the Development;

Carbon Offset Contribution £131,560 (one hundred and thirty one thousand five hundred and sixty pounds) (option 1) / £157,320 (one hundred and fifty seven thousand three hundred and twenty pounds) (option 2) (each option specified in condition 30 of the Planning Permission) to be spent by the Council on the reduction of carbon dioxide emissions from the existing building stock in the borough;

Chargee	any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider;
CoCP Response Document	a detailed statement setting out how the Owner and/or Developer intends to comply with the Code of Construction Practice during the carrying out of the Development;
Code of Construction Practice	the Council's Code of Practice for Construction Sites attached to this Deed at Schedule 4;
Code of Construction Practice Monitoring Fee	£9,900 (nine thousand nine hundred pounds) towards the Council's costs of monitoring compliance with the Owner's and/or Developer's obligations under the Code of Construction Practice;
Code of Local Procurement	the Council's local procurement code attached to this Deed at Schedule 6;
Committee Date	16 December 2014;
Confirmatory Deed	an agreement under section 106 of the Act substantially in a form attached to this Deed at Schedule 11 to be entered into between the Developer and the Council to confirm the obligations terms

and provisions of this deed bind that part of the Site comprised in Title Number LN53690 following transfer pursuant to the Contract;

Construction Phase

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

the Contract

the conditional contract for sale in relation to the Site dated 23 December 2013 and entered into by the Council, the Owner and the Developer;

Contributions

the financial contributions referred to in paragraph 2.1 of Schedule 1;

Development

Demolition of existing buildings and residential redevelopment of the site to provide 98 dwellings (18x 1-bedroom, 50x 2-bedroom, 24x 3-bedroom and 6x 4-bedroom units) in a part 2-, part 8-storey building, together with cycle parking and amenity spaces in accordance with the documents submitted with the Application and the term "Develop" shall be construed accordingly;

Development Costs

the total of the Building Costs, Professional Costs, Assumed Developer Profit, Finance Costs, Agreed Site Value,

Legal Fees, Sales Costs, Section 106 Costs, Stamp Duty and Any Other Costs but not including any Excluded Costs PROVIDED ALWAYS that no item shall be accounted for more than once;

Development Receipts the total of the Market Housing Revenue, the Affordable Housing Revenue, and Any Other Revenue or Receipts;

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

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

Draft Full Travel Plan a written plan to be prepared in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel

Planning for new Development in London" and the Council's relevant planning policies which contains a set of potential measures to be included in the Full Travel Plan;

Employment and Training Code

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

Employment and Training Contribution

up to £25,000 (twenty five thousand pounds) to be paid by the Owner and/or Developer in accordance with paragraph 3.4 of Schedule 1 to be spent by the Council towards improving the prospects of local people accessing new jobs created in the proposed development;

Energy Statement

a written update of the draft energy statement of October 2014 (Energy Strategy) submitted as part of the Application such update to analyse and assess the technical and practical potential for the heat demands of the Development to be supplied by heat energy from a District Heating Network and by heat energy from alternative plant and equipment providing low carbon energy and which is in accordance with the Council's adopted planning policies from time to time and which demonstrates how the Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;

Excluded Costs

means:

- a. the Owner's and/or Developer's internal project management and development management costs, overheads and administrative expenses incurred in connection with the Development or the grant of Planning Permission;
- b. any tax payable by the Owner and/or Developer on any gain or profit arising from the Development (save for those expressly included in the definition of Development Costs);
- c. any expense attributable to breach or non-performance by the Owner and/or Developer of the terms of this Deed or the Planning Permission;
- d. any costs incurred by the Owner and/or Developer arising out of disputes or litigation with the Council and including any costs in relation to dispute resolved by the External Consultant or Expert;

Expert

has the meaning given to that term in clause 12;

External Consultant

the external consultant appointed by the

Council under this Deed to independently assess the Updated Viability Assessment;

Finance Costs

the proper cost of finance obtained by the Owner and/or Developer from a third party on an arm's length basis through a bona fide transaction in respect of the acquisition of the Site and the carrying out of the Development, including interest charges and financial charges, arrangement fees, commitment fees and similar costs and the redemption fees both on site specific borrowing and where the Owner and/or Developer draws down from general loan facilities;

Full Travel Plan

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

Green Performance Plan

a plan or plans for monitoring the performance of relevant buildings in use against key sustainability indicators which covers the first two years of Occupation of each such building (or part thereof) and sets out measurable

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

Habitable Room

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);

Heating Plant

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

hot water and heating to the Development;

Highway Reinstatement Area

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

Highway Reinstatement Payment

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

Highway Reinstatement Plan

the plan attached to this Deed at Schedule 3;

Highway Reinstatement Works

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

Highways Agreement

an agreement with the Council under section 278 of the Highways Act 1980 in respect of the Highways Works;

Highways Works

the removal of existing vehicle crossovers, relocation of speed hump and gullies, and provision of dropped kerbs, accessible parking bays, build-outs and bollards to Wharf Road;

Implementation

the first date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out and the 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

means only Affordable Housing which is not Social Rented Housing at prices and rents above those of Social Rented Housing but below market price or rents and can include shared equity products (e.g. HomeBuy), other low cost homes for sale and intermediate rent and shall be comprised of 15 Residential Units (9x 1-bedroom and 6x 2-bedroom units) and shall be no more than 10.5% of all Habitable Rooms within the Development;

Interest

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

Justification Report

a detailed report explaining how the number, size, location and tenure of the Additional Affordable Housing Units and the Owner's and/or Developer's ability (or otherwise) to provide them on Site complies with the policies contained in the statutory development plan and associated guidance (extant at the date of the Updated Viability Assessment) and justifying (if relevant) the need to depart from such policies;

Legal Fees

all legal and surveyor's fees (including VAT where such fees relate to a third

party) and disbursements reasonably and properly incurred by the Owner and/or Developer in respect of the carrying out of the Development and fees incurred in respect of the acquisition of the Site;

Market Housing

each and every dwelling comprised in the Development for sale on the open market and which is not Affordable Housing;

Market Housing Revenue

shall constitute the gross receipts due to the Owner and/or Developer in respect of the disposals of any Market Housing units forming part of the Site and calculated on the following basis:

- a. in respect of the sale of a Market Housing unit to an individual owner occupier, the full amount of premium paid to the Owner and/or Developer under the lease together with any associated purchase of chattels;
- b. in respect of sale of a Market Housing unit by way of a part exchange or by way of swap, the full value of the Residential Unit acquired without deduction for the property taken in part exchange;
- c. in respect of any Sham Transaction it will be the Open Market Value of the Residential Units concerned as at the date of

the relevant transaction;

- d. in respect of any short residential leases, all rents received up to date and the up to date Open Market Value of the Residential Units subject to the short residential leases;
- e. in respect of any Market Housing unit remaining to be sold, leased or otherwise disposed of, the Open Market Value as of the date of submission of Updated Viability Assessment;
- f. in respect of sale of Market Housing units by way of shared equity scheme, the full amount of the premium paid under the lease together with the up to date Open Market Value of any residual interest of the Owner and/or Developer in such Market Housing unit as at the date of the Updated Viability Assessment; and
- g. in respect of any Residential Unit not otherwise accounted for, the Open Market Value of such Residential Unit as at the date of submission of the Updated Viability Assessment;

SUCH THAT every Residential Unit shall be accounted for but no Residential Unit

shall be accounted for more than once;

Occupation

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

Open Market Value

the best price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the date of valuation, assuming:

- a. a willing seller and a willing buyer;
- b. that, prior to the date of valuation, there have been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- c. that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- d. that no account is taken of any

additional bid by a prospective purchaser with a special interest;

e. that both parties to the transaction had acted knowledgeably, prudently and without compulsion; and

f. that this Deed did not bind the interest concerned;

Planning Permission

a full planning permission granted pursuant to the Application;

Practical Completion

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

Professional Costs

all professional fees and disbursements reasonably and properly incurred by the Owner and/or Developer in connection with the carrying out of the Development including those fees and disbursements reasonably and properly incurred in obtaining the Planning Permission and all other costs reasonably and properly incurred in connection with the sale and disposal of the Residential Units within the Development;

Protected Tenant

any tenant who:

(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;

(b) has exercised any statutory right to buy pursuant to the Housing Act 1985 or any statutory provision for the time being in force (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 Access Areas

the areas shown hatched [xxx] on the plan attached to this Deed at Schedule 10;

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 regulator of social housing (as those terms are defined in the Housing and Regeneration Act 2008) being the Regulation Committee of the Homes and Communities Agency established pursuant to, inter alia, s178 of the Localism Act 2011 or such other body as might succeed it or to whom the functions of this Regulator may be transferred;

Residential Unit

any unit of Class C3 residential accommodation constructed as part of the Development;

Residents' Parking Bay

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

Residents' Parking Permit

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

Sales Costs

means:

- a. the reasonable and proper fees and disbursements of selling agents;

- b. the reasonable and proper legal fees in relation to negotiations of any agreement for lease and lease and agreement for sale and sale documentation; and
- c. any other promotional or marketing costs reasonably and properly incurred in relation to the letting or sale of any part of the Development;

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);

Section 106 Costs

the costs reasonably and properly incurred by the Owner and/or Developer in complying with its obligations under this Deed;

Sham Transaction

shall mean:

- a. a transaction the purpose or effect of which is to reduce Market

Housing Revenue and/or the Affordable Housing Revenue or which is to increase Finance Costs for the purposes of the Updated Viability Assessment or related obligations contained in this Deed; or

- b. a disposal of Residential Units that is not an arm's length third party bona fide transaction;

examples of which include but are not confined to transactions between the Owner and/or Developer and subsidiary or related or group companies of the Owner and/or Developer or transactions between the Owner and/or Developer and its employees or transactions including deferred consideration coverage or loans or finance deals from the Owner and/or Developer;

Site

the land against which this Deed may be enforced as shown edged red on the Site Plan which is known as 37-47 (odd) and land at Wharf Road, London N1 7RJ registered under Title Numbers AGL279378, NGL817307 and LN53690;

Site Plan

the plan attached to this Deed at Schedule 7;

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 shall be comprised of 64 Residential Units (4x 1-bedroom, 40x 2-bedroom, 14x 3-bedroom and 6x 4-bedroom units) and the same shall comprise no less than 68.4% of all Habitable Rooms within the Development;

Stamp Duty

the stamp duty and/or stamp duty land tax payable or paid on the Owner's and/or Developer's acquisition of the Site;

Statutory Consents

any statutory approvals, consents or licences or permissions (other than the Planning Permission) required from any local or competent authority to enable the Owner and/or Developer to carry out and complete the Development;

Surplus

any positive sum resulting from the deduction of the Development Costs from the Development Receipts;

Target Rent

rent within the Regulator's national rent restructuring regime;

Travel Plan Update

an update on the operation and effectiveness of the Full Travel Plan

which takes into account any further measures requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey indicating the travel patterns of the Occupiers and users of Development;

Updated Additional Affordable Housing Scheme

an updated Additional Affordable Housing Scheme prepared by the Owner and/or the Developer submitted to the Council for its approval which takes into account the likely Surplus and provides details (by reference to plans and drawings) of the number, size, location and tenure of the Additional Affordable Housing Units;

Updated Viability Assessment

an update to the viability assessment submitted as part of the Application in a format and approach which complies with the up to date statutory development plan (including relevant associated guidance published by the Council) and has regard to any other relevant up to date guidance and which is based on the most recent version of the Development and the most up to date construction programme, the aim of which is to ascertain whether the Development is likely to generate a Surplus so as to maximise the Affordable Housing delivered by the Development and which assesses the financial viability of the Development on an open book basis and

assumes that Affordable Housing will be provided in accordance with the relevant provisions of the statutory development plan and which is accompanied by and shall be deemed to be constituted by the following:

- a. a hard copy print of the full Updated Viability Assessment;
- b. a working electronic version of the Updated Viability Assessment in which the inputs are able to be fully edited and interrogated by the Council and the External Consultant;
- c. a complete schedule of development including all of the proposed buildings and their use; the GIA of each building; the net sales areas of the building; and the size, tenure, and number of bedrooms of each residential unit;
- d. an Updated Additional Affordable Housing Scheme which shows where any Additional Affordable Housing Units will be located and their number, size and tenure in the event that the Updated Viability Assessment indicates a likely Surplus;
- e. a Justification Report and full supporting evidence of the matters

referred to in the Justification Report;

- f. a report section that shows how the adopted methodology of the Updated Viability Assessment is consistent with the up to date statutory development plan (and associated guidance published by the Council);
- g. for the Market Housing units, an up to date sales value analysis which evidences the relevant new build and existing comparable properties which have been sold within the six months immediately preceding submission of the Updated Viability Assessment or which are being actively marketed within 1km of the Site together with full supporting evidence of the same;
- h. for the Affordable Housing units, the contracted purchase price of the Affordable Housing Units and, if no such contracted prices exist, any arms length third party bona fide formal or informal offer made to the Owner and/or Developer in respect of the Affordable Housing Units;
- i. A detailed cost plan and specification of finishes to be

accompanied by the relevant plan and Full Supporting Evidence. The detailed cost plan shall be in an elemental form which allows comparison against the BCIS (Building Cost Information Service) database. When there are discrepancies of greater than 10% of the mean for the relevant BCIS category or element then these will be evidenced and justified by the Owner and/or Developer;

- j. an up to date construction programme with corresponding month and year and Full Supporting Evidence of the same;
- k. written confirmation from the Owner's and/or Developer's consultant preparing the Updated Viability Assessment that the consultant is not employed on a commission which is determined by the outcome of the Updated Viability Assessment and/or the Owner's and/or Developer's potential obligation to deliver or procure the delivery of Additional Affordable Housing Units; and
- l. Full Supporting Evidence of:
 - i. Development Receipts;
 - ii. Development Costs; and

- iii. All land transactions relating to the Site made in contemplation of the Development or which have been completed in the period of 5 years immediately before the date of submission of the Updated Viability Assessment

with all cost reports and/or contracts pertaining to any actual planned works, to be made available to the Council on an open book basis.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a Party and where such persons undertake to perform or observe an obligation, all their obligations can be enforced against all of them jointly and against each

individually unless there is an express provision otherwise.

- 2.6 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act from time to time for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Council the successor to its statutory functions.
- 2.9 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.10 All Parts and Schedules attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings in this Deed are planning obligations relating to the Site made pursuant to Section

106 of the Act which are enforceable by the Council as local planning authority and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

4 LEGAL EFFECT

- 4.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner and/or Developer) it is modified by any statutory procedure or expires prior to Implementation.
- 4.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.5 Nothing contained or implied in this Deed shall prejudice, fetter or otherwise affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions rights, powers or obligations.
- 4.6 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or

conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

- 4.7 This Deed shall be registrable as a local land charge by the Council.
- 4.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and/or Developer from the Council (or vice versa) under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.9 It is not intended that any provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 unless specifically stated to be so.

5 CONDITIONALITY

This Deed is conditional upon the grant and Implementation of the Planning Permission except in respect of those obligations in this Deed which are specified as having either immediate or earlier effect.

6 OWNER & DEVELOPER'S COVENANTS

- 6.1 The Owner and Developer both covenant with the Council that they will observe the covenants, obligations and restrictions on their part contained in Schedule 1.
- 6.2 The Owner and Developer both covenant with the Council to pay on completion of this Deed the Council's reasonable legal costs in connection with the preparation, negotiation and completion of this Deed receipt of which the Council hereby acknowledges.

7 COUNCIL'S COVENANTS

The Council covenants with the Owner and Developer to observe the

covenants on its part set out in Schedule 2.

8 TITLE AND CHANGE IN OWNERSHIP

- 8.1 The Owner and the 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.
- 8.2 The Owner covenants that it is the freehold owner of the entire Site and that the Site is free from mortgages, charges or other financial encumbrances other than the legal interest of the Developer referred to in Recital C above and that there is no other person having any legal interest in the Site.
- 8.3 The Owner agrees to apply to the Chief Land Registrar to register this Deed in the Register of its title to the Site and to supply to the Council as soon as reasonably practicable after registration official copies of such titles to show the entry of this Deed in the Charges Registers of the same.
- 8.4 The Owner agrees to give the Council immediate written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice shall include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

9 ENFORCEABILITY OF OBLIGATIONS

- 9.1 The obligations of the deed shall not be enforceable against any of the following:
- 9.1.1 the residential owner/Occupiers of the Market Housing, or any mortgagees of any such owners/Occupiers other than the obligations at paragraphs 7, 8, 9, 11, 12 and 14 of Schedule 1;

9.1.2 any statutory, service company or authority who shall take easements over or a lease and/or a transfer of any land within the Development for the purposes of providing services to the Development other than the obligations at paragraphs 7, 8, 9, 11, 12 and 14 of Schedule 1;

9.1.3 the residential owners (including the Registered Provider) and/or Occupiers of the Affordable Housing and any mortgagees or receivers of such owners, Registered Provider and occupiers (or persons deriving title therefrom) other than the obligations at paragraphs 7, 8, 9, 11, 12 and 14 of Schedule 1;

10 INDEXATION

All sums payable to the Council under clause 2.1 of Schedule 1 of this Deed shall be Index Linked.

11 INTEREST

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

12 GOOD FAITH

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

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

12.3 Where there is a reasonable 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 on the application of any Party.

13.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties save in the event of fraud or manifest error.

13.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:

- 13.5.1 the Expert shall call for representations from the Parties within 21 days of a reference to him under this Deed and require the Parties to exchange representations within this period;
- 13.5.2 the Expert shall allow the Parties 14 days from the expiry of the period referred to under paragraph 13.5.1 above to make counter representations;
- 13.5.3 any representations or counter representations received out of time may be disregarded by the Expert;
- 13.5.4 the Expert shall provide the Parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit;
- 13.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

14 NOTICES

- 14.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in this Clause 14.
- 14.2 Any such notice or other communication, if so addressed, shall be deemed to have been received if delivered in accordance with the provisions of section 196 of the Law of Property Act 1925.
- 14.3 The address, relevant addressee and reference for each Party are:
 - for the Council:
Address: Strategic Planning and Transport, Planning and

Development, Islington Council, 222 Upper Street, London N1
1XR

Relevant addressee: Principal Planner – Obligations (section
106)

for the Owner:

Address: The Toll House, Delamere Terrace,
London W2 6ND

Relevant addressee: James Lazarus

Reference: Wharf Road

for the Developer:

Address: Albion House, 20 Queen Elizabeth
Street, London SE1 2RJ

Relevant addressee: Dick Mortimer

Reference: Wharf Road

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

15 INDEMNITY

The Owner and/or Developer agree 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 to perform any of the obligations contained in this Deed
provided that the Council shall keep the Owner and/or Developer
informed of any such claims, demands, actions, costs and expenses and
shall have regard to any proper representations made by the Owner
and/or Developer.

16 JURISDICTION

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

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

SCHEDULE 1

(Owner's Covenants)

1 NOTICES

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

1.1.1 Implementation of the Planning Permission;

1.1.2 Practical Completion of the Development; and

1.1.3 first Occupation of the Development;

1.2 The Owner and/or Developer shall not Implement or permit Implementation until the relevant notice referred to in paragraph 1.1.1 has been duly given.

1.3 The Owner and/or Developer shall not Occupy or permit Occupation of the Development until the notices referred to in paragraphs 1.1.2 and 1.1.3 have been duly given.

2 FINANCIAL CONTRIBUTIONS

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

2.1.1 Accessible Transport Contribution (if applicable);

2.1.2 Carbon Offset Contribution;

2.1.3 Code of Construction Practice Monitoring Fee;

2.1.4 Employment and Training Contribution (if applicable);

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

3 EMPLOYMENT AND TRAINING

- 3.1 The Owner and/or Developer shall at all relevant times comply and ensure compliance with the Employment and Training Code.

- 3.2 The Owner and/or Developer shall ensure that at all times during the Construction Phase not less than 5 (five) construction trade apprentices shall be employed at the Development always ensuring that each apprentice shall be:

3.2.1 a resident of the London Borough of Islington;

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

3.2.3 employed during the Construction Phase with each such apprentice to be employed for not less than 13 weeks and paid at a rate not less than the London Living 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 and/or Developer shall at all times work in partnership with the Council's Business and Employment Support Team using all reasonable endeavours to ensure that:

- 3.3.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Business and Employment Support Team;
 - 3.3.2 the Council's Business and Employment Support Team is notified of all vacancies arising from the Building Contract for the Development for employees, self-employees contractors and sub-contractors;
 - 3.3.3 the Council's Business and Employment Support Team is supplied with a full labour programme for the Construction Phase 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 the Council's Business and Employment Support Team and employed during the Construction Phase.
- 3.4 In the event that, having used all reasonable endeavours, the Owner and/or Developer is unable to provide 5 (five) construction trade apprenticeships in accordance with this paragraph 3, the Owner and/or Developer shall pay to the Council within 14 days of receipt of a written demand the sum of £5,000 for each of the construction trade apprenticeships that the Owner and/or Developer shall not have provided (up to an aggregate total sum of £25,000), such sum or sums to be utilised by the Council towards employment and training initiatives in the Borough of Islington.

4 CONSTRUCTION

Code of Construction Practice

- 4.1 The Owner and/or Developer shall at all times during the Construction Phase observe and comply and ensure compliance with the Code of Construction Practice.

CoCP Response Document

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

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

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

4.2.3 a community liaison strategy detailing:

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

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

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

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

a provision for monthly meetings organised by the Community

Liaison Manager with members of the Council's public protection team in order to review complaints discuss monitoring results site progress and forthcoming work;

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

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

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

other provisions as may be reasonably required by the Council.

- 4.3 The Owner and/or Developer shall not Implement or permit Implementation of the Planning Permission until a CoCP Response Document has been submitted to and approved in writing by the Council acting reasonably in accordance with this Deed.
- 4.4 The Owner and/or Developer 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 acting reasonably 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 and/or Developer 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 and/or Developer shall at all times comply and ensure compliance with the Council's Code of Local Procurement and in the event of non-compliance with this paragraph, the Owner and/or Developer shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.

6 HIGHWAY REINSTATEMENT

- 6.1 The Owner and/or Developer shall not Implement or permit the Implementation of the Planning Permission until such time as an initial Schedule of Condition has been submitted to and approved in writing by the Council acting reasonably.
- 6.2 The Owner and/or Developer 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 and/or Developer 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 and/or Developer 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 and/or Developer 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 and/or Developer shall pay the Highway Reinstatement Payment in full within 21 days of receipt of the Council's written demand.
- 6.6 The Owner and/or Developer 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 DISTRICT HEATING

- 7.1 The Owner and/or Developer will ensure that the Development is constructed to include a connection point for a District Heating Connection.
- 7.2 The Owner and/or Developer will ensure that the buildings comprised in the Development are capable of connecting to a District Heating Network with connections capable of:
- 7.2.1 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;
 - 7.2.2 reserving space for heat exchangers to allow connection; and
 - 7.2.3 safeguarding route and space provision to permit the laying of pipework from the Heating Plant room to the Site boundary so that connections can be made at a later date to the District Heating Network.
- 7.3 The Owner and/or Developer will not Implement or permit the Implementation of the Development until a draft Energy Statement has been submitted to and approved in writing by the Council acting reasonably.

- 7.4 The Owner and/or Developer 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 acting reasonably 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 and/or Developer shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.
- 7.5 Subject to the application of paragraph 7.6 below and any regulatory changes governing the communal supply of energy, the Owner and/or Developer will not Occupy or permit the Occupation of the Development until a District Heating Connection has been made to the Development to supply the heat demands of the Development in accordance with the Energy Statement approved under this paragraph 7.
- 7.6 If, prior to Practical Completion of the Development, the Owner and/or Developer demonstrates to the Council's reasonable satisfaction (supplying copies of all appropriate evidence) that the proposed connection charges to a District Heating Network are not reasonable and not economically viable, then the Owner and/or Developer will not Occupy or permit the Occupation of the Development until it has been installed on-Site and at their own cost alternative or additional plant and equipment providing low carbon energy to serve the heat demands of the Development in accordance with the Energy Statement approved under this paragraph 7 AND the Owner and/or Developer shall, not later than 24 months after first Occupation of the Development provide the Council with copies of all such evidence and supporting information and documentation as may reasonably be requested or required by the Council (including copies of good quality combined heat and power annual returns) to demonstrate that such alternative or additional plant and equipment is

fully operational in accordance with this paragraph 7.

7.7 The Owner and/or Developer will as soon as reasonably practicable after the date of this Deed enter into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat demands of the Development.

7.8 In the event that a District Heating Connection is not made in accordance with paragraphs 7.5 and 7.6, the Owner and/or Developer agrees that it will on the reasonable written request of the Council do all such things as are necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraphs 7.5 and 7.6 subject to the following conditions:

7.8.1 at least one year's prior written notice is given to the Owner and/or Developer by the Council;

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

8 TRAVEL PLAN

8.1 The Owner and/or Developer shall not Occupy or permit the Occupation of any part of the Development until the Owner and/or Developer has submitted the Draft Full Travel Plan to the Council for the Council's written approval acting reasonably.

8.2 The Owner and/or Developer shall submit the Full Travel Plan to the Council for the Council's written approval acting reasonably no later than six months after first Occupation of the Development.

8.3 The Owner and/or Developer shall submit the Travel Plan Update to the Council no later than the 3rd anniversary of first Occupation of the Development.

- 8.4 The Owner and/or Developer shall ensure that all owners and occupiers of the Development are made aware of the Draft Full Travel Plan or Full Travel Plan and any revision in any promotional material and on written request by an occupier/user provided with a copy of the Draft Full Travel Plan or Full Travel Plan at the Owner's and/or Developer's expense.
- 8.5 The Owner and/or Developer shall use all reasonable endeavours to ensure that the owners and occupiers of the Development comply with the provisions of the Full Travel Plan and any revisions thereto.

9 GREEN PERFORMANCE PLAN

- 9.1 The Owner and/or Developer shall submit for the Council's approval acting reasonably a draft of the Green Performance Plan not later than 6 months from the date of first Occupation of the Development.
- 9.2 The Owner and/or Developer shall submit a final report on the implementation of the approved Green Performance Plan at the end of the nominated monitoring period of two years (or such extended period as the Parties may otherwise agree) to the reasonable satisfaction of the Council.
- 9.3 If the final report submitted under paragraph 9.2 shows that the agreed targets have not been or are not being met, the matter will be investigated to identify causes of underperformance and potential mitigation measures. Where measures are identified which it would be reasonably practicable to implement, an action plan comprising such measures will be prepared by the Owner's and/or Developer's relevant building manager and agreed with all Occupiers or their representatives and then issued to the Council.
- 9.4 If it is not reasonably practicable to implement measures sufficient to achieve the original targets contained in the approved Green

Performance Plan, a revised target which is achievable will be discussed between the Parties and (if it is satisfied) agreed by the Council acting reasonably.

- 9.5 The Owner and/or Developer shall at all times comply in all respects with the approved Green Performance Plan (as amended, if amended, from time to time) and in the event of non-compliance with this paragraph 9.5, the Owner and/or Developer shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

10 AFFORDABLE HOUSING

- 10.1 The Owner and/or Developer shall not Implement or permit the Planning Permission to be Implemented until the Owner and/or Developer 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 and Additional Affordable Housing Units (if any) in accordance with paragraphs 10.2 and 10.3 of this Schedule and written confirmation of such has been received by the Council.

- 10.2 The premium and any annual or other charges for any such freehold transfer or lease as is paid by the Registered Provider shall not include or reflect any costs relating to the value of the Site and such disposition shall be with the benefit of:

10.2.1 full and free rights of access for pedestrians from the public highway to the Affordable Housing Units and Additional Affordable Housing Units (if any); and

10.2.2 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 and Additional Affordable Housing Units (if any), all such services to be connected to the mains, and all other necessary rights and easement to enable the Affordable Housing Units and Additional Affordable Housing Units (if any) to be used for residential purposes.

10.3 None of the Market Housing dwellings shall be Occupied until:

10.3.1 the Owner and/or Developer has completed the freehold transfer or granted a lease of the Affordable Housing Units and Additional Affordable Housing Units (if any) in accordance with paragraphs 10.1 and 10.2 above;

10.3.2 all of the Affordable Housing Units and Additional Affordable Housing Units (if any) have been constructed in accordance with the Planning Permission and are ready for immediate residential Occupation; and

10.3.3 written notification of the above has been received by the Council.

10.4 From the date of Practical Completion of the Affordable Housing Units and Additional Affordable Housing Units (if any) they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

10.4.1 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;

10.4.2 Any Chargee provided that the Chargee shall have first complied with its obligations in paragraph 10.5 of this Schedule; or

10.4.3 Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

10.5 The Chargee shall, before seeking to dispose of any of the Affordable Housing Units and/or Additional Affordable Housing Units (as appropriate) 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:

10.5.1 in the event that the Council responds within three months' from the receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units and/or Additional Affordable Housing Units (as appropriate) 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.

10.5.2 if the Council does not serve its response to the notice served under paragraph 10.5.1 within the three months then the Chargee shall be entitled to dispose free of the restrictions contained in this paragraph 10.

10.5.3 if the Council or any other person cannot within three months of the date of service of its response under paragraph 10.5.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 10.5.1 the Chargee shall be entitled to dispose free of the restrictions contained in this paragraph 10

PROVIDED THAT at all times the rights and obligations in this paragraph 10 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 interests of the Chargee in respect of monies outstanding under the charge or mortgage.

11 CAR FREE DWELLINGS

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

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

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

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

12 ACCESSIBLE PARKING BAYS

12.1 Subject to the findings of a survey identifying appropriate and available locations for additional accessible parking bays within the vicinity of the site being submitted to and approved by the Council acting reasonably by the Owner and/or Developer pursuant to condition 15 of the Planning Permission the Owner and/or Developer each undertake to ensure the provision of 10 (ten) accessible parking bays within the

vicinity of the Site and in the event that the Owner and/or Developer does not provide 10 (ten) accessible transport bays, the Owner and/or Developer each undertake to pay to the Council within 14 days of receipt of a written demand the sum of £2,000 for each of the accessible parking bays that the Owner and/or Developer shall not have provided (up to an aggregate total sum of £20,000 (twenty thousand pounds), such sum or sums to be utilised by the Council towards providing accessible parking bays or alternative accessible parking measures in the vicinity of the Site.

13 FUTURE FINANCIAL VIABILITY

Submission of Updated Viability Assessment

13.1 The Owner and/or Developer shall not Implement or permit the Development to be Implemented after the date which is 12 months from the date of grant of the Planning Permission unless the Owner and/or Developer has at its own cost first submitted an Updated Viability Assessment to the Council.

13.2 The Owner and/or Developer shall not Implement or permit the Development to be Implemented until the Updated Viability Assessment required to be submitted in accordance with paragraph 13.1 has been approved in writing by the Council.

13.3 Any Updated Viability Assessment will be based on the following assumptions:

13.3.1 The number, size, location and tenure of any Additional Affordable Housing Units shall be calculated and assessed from the Surplus (if any) indicated by the Updated Viability Assessment and the documents referred to in paragraphs 13.6, 13.8 and/or 13.9 below;

13.3.2 The Council will be entitled to 100% of any Surplus; and

13.3.3 Additional Affordable Housing Units shall be secured in accordance with this paragraph 13 utilising the Surplus.

Consideration of Updated Viability Assessment

13.4 The Council will be entitled to appoint an External Consultant and the Owner and/or Developer will pay the reasonable costs incurred by the External Consultant within 21 days of receiving a written invoice.

13.5 The Council and the Owner and/or Developer shall as soon as reasonably practicable attend a preliminary meeting with the External Consultant to discuss data provision, the provision of the appraisal model, the relevance of prior appraisal inputs, information/communication flows between the parties, the process upon which the assumptions in any Updated Viability Assessment were established and any other matters deemed to be relevant and proper to the assessment of such Updated Viability Assessment.

13.6 Following submission to the Council of an Updated Viability Assessment, the Council shall either:

13.6.1 Confirm to the Owner and/or Developer that the Updated Viability Assessment is ready for review by an External Consultant; or

13.6.2 Request such further information as is reasonable in the circumstances having regard to the purpose of the Updated Viability Assessment including, for the avoidance of doubt, revisions to the Additional Affordable Housing Scheme or the Updated Additional Affordable Housing Scheme to bring it into compliance with the up to date statutory development plan (including relevant associated guidance).

13.7 For the avoidance of doubt, the Council's actions under paragraph 13.6 shall not be deemed to amount to agreement of any of the matters

contained in an Updated Viability Assessment or preclude the Council from seeking reasonable further relevant information during the course of negotiations.

- 13.8 The Owner and/or Developer shall supply the Council with the further information requested under paragraphs 13.6 and 13.7 as soon as reasonably practicable and in any event within 14 days.
- 13.9 The procedure set out in paragraphs 13.6, 13.7 and 13.8 shall be repeated until the Council has all the information it reasonably needs in order to agree or disagree any Updated Viability Assessment.
- 13.10 The Council acting reasonably shall as soon as reasonably practicable confirm in writing to the Owner and/or Developer whether or not it accepts the conclusions contained in such documents submitted to it under this paragraph 13.

Delivery of Additional Affordable Housing Units

- 13.11 Where any agreed Updated Viability Assessment indicates or the Expert determines that there is a Surplus, the Owner and/or Developer shall without delay at its own cost apply the Surplus towards the cost of converting some or all of the Market Housing units into Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme and approved Updated Additional Affordable Housing Scheme.
- 13.12 The Market Housing units which are to be converted to Additional Affordable Housing Units under paragraph 13.11 above (as Social Rented Housing and/or Intermediate Housing) shall be identified by utilising the Surplus in the Updated Viability Assessment approved by the Council under this paragraph 13 as if it was not a Surplus but monies available to provide Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme or approved Updated Additional Affordable Housing Scheme.

- 13.13 The Owner and/or Developer will provide or procure the provision of any Additional Affordable Housing Units as soon as reasonably practicable in accordance with the Additional Affordable Housing Scheme or approved Updated Additional Affordable Housing Scheme and will, on the Council's reasonable request, provide evidence to the Council to demonstrate its compliance with this paragraph 13.13.

Stop/Start Development

- 13.14 If Implementation of the Development does not occur within 12 calendar months of the date of the agreed conclusion of an Updated Viability Assessment (or failing agreement, within 12 calendar months of the date of the Expert's decision following dispute resolution), then the Owner and/or Developer shall without delay at its own cost supply the Council with a further Updated Viability Assessment (supported by up to date versions of the documents referred to in paragraphs 13.6, 13.8 and/or 13.9) in which case the provisions of this paragraph 13 will apply to such further Updated Viability Assessment *mutatis mutandis*.
- 13.15 In the event that the Council rejects the conclusions contained in an Updated Viability Assessment (or any of the other documents submitted under paragraphs 13.6, 13.8 and/or 13.9) or in the event of any other dispute or disagreement between the Owner and/or Developer and Council in connection with an Updated Viability Assessment, the Council and the Owner and/or Developer shall each be entitled to refer the dispute or disagreement to the Expert in accordance with Clause 12.
- 13.16 The Council and the Owner and/or Developer shall, within 28 days of the Council and the Owner and/or Developer agreeing the conclusions contained in any Updated Viability Assessment and any further documents submitted in connection therewith (or failing agreement, within 21 days of the Expert's determination following dispute resolution), record such agreement (or Expert's determination) by completing a deed to that effect (together with any other person having a legal interest in the Site) which is supplemental to this Deed and

which incorporates the approved Updated Additional Affordable Housing Scheme and the application of any Surplus in accordance with this paragraph 13.

- 13.17 The Council will make all the parts of the Updated Viability Assessment publicly available except for such parts as it deems to be commercially sensitive having regard to any representations made in that respect by the Owner and/or Developer.

14 PUBLIC ACCESS

- 14.1 The Owner and/or Developer will allow (free of charge) at all times and in perpetuity unrestricted public access to the Public Access Areas after Occupation of the Development unless otherwise agreed in writing by the Council in accordance with paragraph 14.2 below.
- 14.2 In the event that the Owner and/or Developer provide full written justification and evidence in support of restricting access and details pursuant to condition 11 of the Planning Permission, and the Council gives the Owner and/or Developer its written consent (such written consent shall not be unreasonably withheld or delayed), the Owner and/or Developer will be permitted by the Council to restrict or permit the restriction of public access to the Public Access Areas outside the hours between dawn and dusk and the Owner and/or Developer shall continue to ensure (free of charge) and in perpetuity unrestricted public access to the Public Access Areas between dawn and dusk.
- 14.3 The Owner and/or Developer shall ensure that no part of the Public Access Area will be gated unless and until the Council permits restriction to the Public Access Areas in accordance with paragraph 14.2 above and in that event the gates restricting access will be strictly confined to areas agreed with the Council pursuant to condition 11 of the Planning Permission or any other permission granted by the Council.

15 HIGHWAYS AGREEMENT

- 15.1 The Owner and/or Developer shall not Implement or permit the Planning Permission to be Implemented until the Owner and/or Developer has entered into the Highways Agreement.
- 15.2 The Owner and/or Developer shall not Occupy or permit the Occupation of the Development until the Highway Works have been carried out and completed to the reasonable satisfaction of the Council in accordance with the provisions of the Highways Agreement

16 CONFIRMATORY DEED

- 16.1 The Developer undertakes to enter into the Confirmatory Deed immediately upon becoming freehold owner of that Part of the Site comprised in Title Number LN53690 pursuant to the Contract.
- 16.2 Neither the Owner nor the Developer will Implement or permit Implementation of the Development on any part of the Site prior to the completion of the Confirmatory Deed.
- 16.3 the Development shall not be Implemented prior to completion of the Confirmatory Deed.

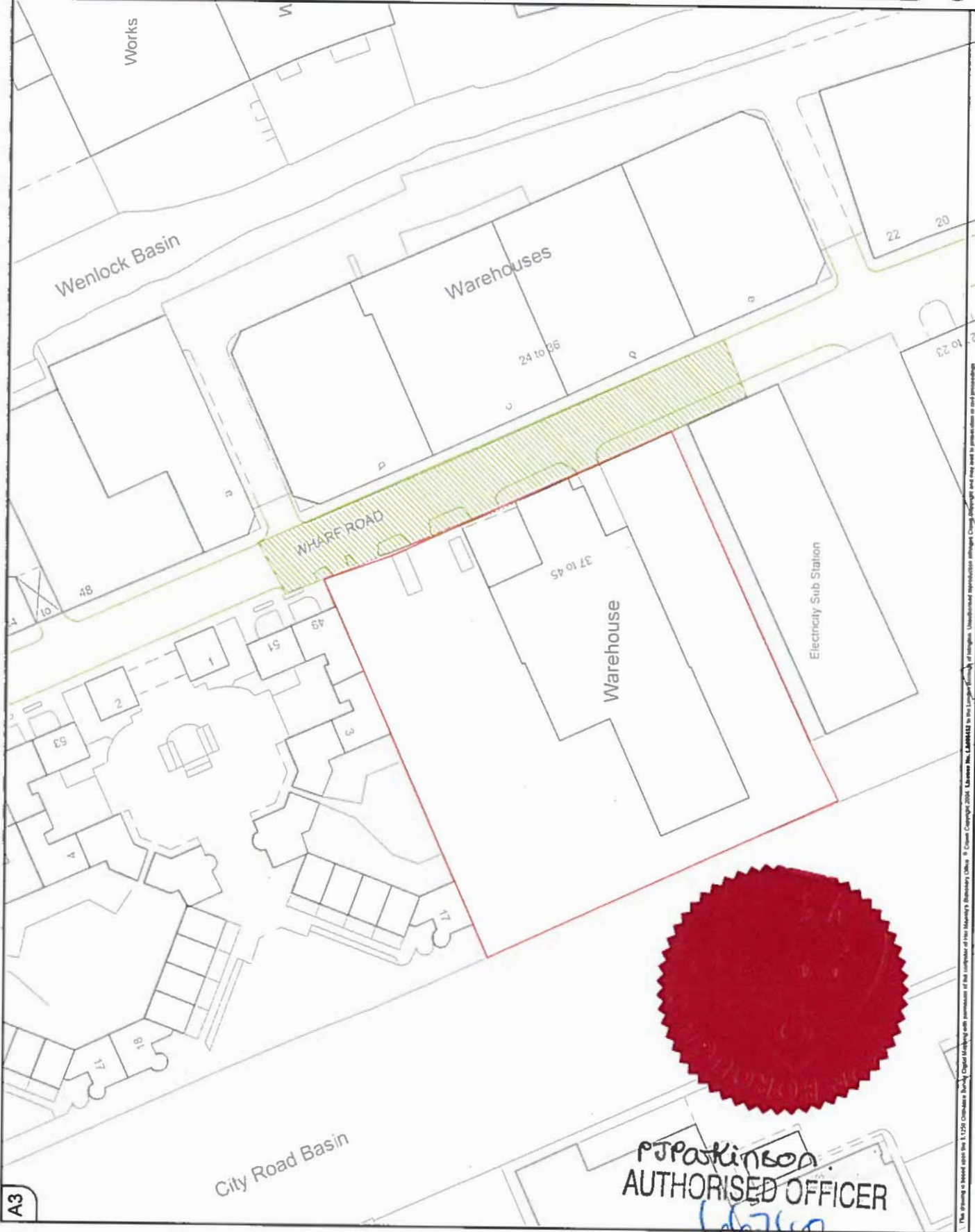
SCHEDULE 2
(Council's Covenants)

1. The Council covenants with the Owner and/or Developer to use all sums received from the Owner and/or Developer under this Deed for the purposes specified in this Deed for which they have been paid or for such other purposes for the benefit of the Development as the Owner and/or Developer and the Council shall agree from time to time PROVIDED THAT the Council may in any event spend up to 5 (five) per cent of such sums on the costs of implementing and monitoring compliance with this Deed which sum shall not include the legal costs incurred in drawing up this Deed.
2. The Council will (so far as it is lawfully and reasonably able to so do) upon the written request of the Owner and/or Developer and payment of its reasonable administrative costs at any time after each or all of the obligations of the Owner and/or Developer 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 and at the Land Registry 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 and/or Developer that on written request by the Owner or Developer or the party that actually paid the sum it will repay to the Owner or Developer or the party that actually paid the sum such amount of any payment made by the Owner and/or Developer to the Council under this Deed which has not been spent or that remains unexpended or uncommitted after the period of 5 years commencing with the date of receipt by the Council of such payment together with any interest accrued on the amount that has not been spent.

4. For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.
5. The Council shall on the written request of the Owner or Developer or the party that actually paid the sum provide to the Owner or Developer such evidence as the Owner or Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Owner or Developer under this Deed.

SCHEDULE 3
(Highway Reinstatement Plan)

Project		Drawing	
Scale	Design	Drawn	Checked
Date		Approved	
City No.		Revision	



SCHEDULE 4
(Code of Practice for Construction Sites)

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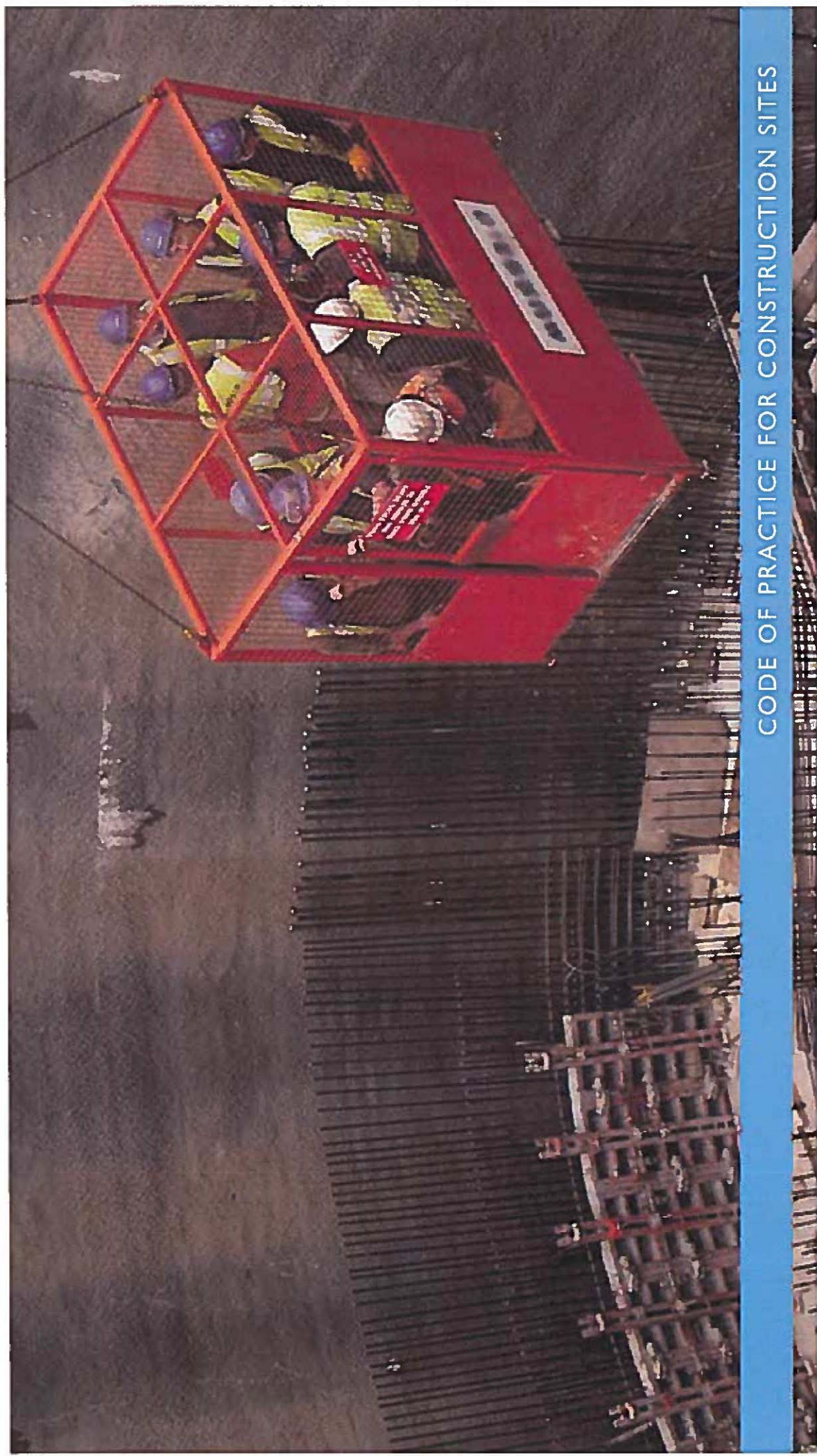
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CODE OF PRACTICE FOR CONSTRUCTION SITES



ISLINGTON

CODE OF PRACTICE FOR CONSTRUCTION SITES

CONTENTS

page

Introduction	1
Legal Framework	2
Community Relations	2
Considerate Contractors	3
Standards to protect the environment: the site	4
Contaminated land	9
Waste disposal and the 'duty of care'	10
Standards to protect the environment – waste disposal, recycling and sustainability	14
Useful Contacts	18

INTRODUCTION

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

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



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

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

The code will apply to all types of building work: demolition, site preparation, excavation and tunnelling work, maintenance, construction and fit-outs. There will be some cases though, such as emergency work, where the guidelines in the code cannot be followed. Please contact the relevant council team as soon as possible in these cases. We also recognise that it may not be appropriate to apply the code in full for some smaller developments. In these cases we would expect you to follow the spirit of the code.

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

LEGAL FRAMEWORK

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

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

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

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

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

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

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



COMMUNITY RELATIONS

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

We will ask you to appoint a member of staff to work with the local residents, the business community and us. This liaison officer must be available at all times while the site is in use. You must display, on the site boundary, a contact board. This must include information such as the contractors' names, the name of the liaison officer, and a contact number and address for complaints.

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

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



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



CONSIDERATE CONTRACTORS

We do not have our own considerate contractors scheme but we do encourage contractors to take part in the national scheme. For information on the scheme and how to apply go to considerate constructors at <http://www.ccscheme.org>.

Hours of working

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

Noisy works must not take place outside of these hours
(including Sundays or public and bank holidays).

As far as is reasonably practical you must keep to these hours.

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

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

STANDARDS TO PROTECT THE ENVIRONMENT: THE SITE

Temporary Structures

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

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



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

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

We ask you to reuse hoardings in accordance with our sustainability policy (See page 14).



Cranes

If you need to use a crane or mobile access platform you will need a permit from our streetworks team. The streetworks team need 10 days notice before they can issue approval. If the permit is approved it may require you to work outside normal working hours for traffic reasons. If this is the case then you will need to contact our noise team at least one week before the start of works to get approval to vary the site working hours and inform local residents and businesses.

Road closures

If you require a temporary traffic order for a road closure you will need an application form six weeks prior to the proposed start date. This can be obtained from our streetworks team.

As with crane permits you may be requested to work outside normal working hours. You should contact the public protection division at least seven days prior to the date of operation for approval and inform local residents and businesses.



Connections

If you require a new sewer connection you will need a licence from our streetworks team for the works to be carried out.

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

Nuisance

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

Construction traffic

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

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

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

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



Current restricted areas include

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

Further areas are currently under construction or planned for implementation in future years. Developers should contact our council's traffic and engineering safety team for further information. (see useful contacts on page 18).

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

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

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

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

When works are finished

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



Air pollution and dust

We have declared the whole borough to be an 'air quality management area' and introduced measures to reduce air pollution levels whenever possible.

Construction sites can be a major source of pollution if not managed and controlled properly and we expect all site operators working in Islington to achieve high standards of pollution and dust control.

The Building Research Establishment (BRE) has now published its 'Pollution Control Guides' available from HIS Rapidoc (BRE bookshop) at Willoughby Road, Bracknell, Berks, RG12 8DW (telephone 01344 404 407) or visit website www.brebookshop.com.

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

Planning and management

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

Site preparation, demolition, earthworks and landscaping

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

Haulage routes, vehicles and plant

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

Materials handling, storage, stockpiles, spillage and disposal

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

For further information about air quality please contact our pollution team.

CONTAMINATED LAND

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



In these cases it is your responsibility to prove to us that you have carried out a thorough risk assessment associated with land contamination. These assessments should be based on 'the suitable for use' approach and identify 'pollutant links'. This includes deciding where sources of contamination may be and identifying any risks to people, animals, plants or buildings on a site-by-site basis. You should carry out any investigation in consultation with our pollution team (see useful contacts on page 18). You should make recommendations based on this risk assessment and give them to us. If you believe work is necessary to deal with the contamination you should send us a full remediation statement for our approval.

Below we have listed some of the appropriate guidance:

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

WASTE DISPOSAL AND THE 'DUTY OF CARE'

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

You must dispose of the material to an appropriately licensed or exempt waste-management site. You can get details about appropriate licensed sites from the Environment Agency (see useful contacts on page 18).

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



Asbestos

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

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

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

The following legislation applies.

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

Noise

You may want to apply for 'prior consent for work on construction sites' under section 61 of the Control of Pollution Act 1974. Here the code will be most helpful in making a successful application. You should contact the public protection division for advice and an information pack (see useful contacts on page 18).

British Standard 5228 gives guidance on calculating noise levels from construction works and assessing the likely affects it will have on neighbouring residential premises; in particular if it is likely to generate complaints. We expect all contractors working onsite to keep to the guidance in British Standards 5228 (Parts 1, 2 and 4). This means that you will have to use the most practical measures possible to control noise, vibration and dust.



We do not have a noise standard for the borough; instead, we offer the following as a guide.

When you are planning your construction work you should carry out a background noise survey before work begins on the site. This should identify surrounding residential properties and the nearest property where construction noise could cause a problem. Average noise levels should be measured over 1 hour and 10 hours between 8am and 6pm.

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

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

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

Vibration

With vibration, we have adopted the following levels in terms of temporary or short-term effects. We measure these as peak particle velocity (PPV).

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

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



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

If construction vibration is likely to be continuous, it may be a better idea to set limits in terms of vibration dose value (VDV). Guidance can be found in British Standard 6472: 1992 'Evaluation of human exposure to vibration in buildings (1 Hz to 80 Hz)'.

Below, we have given some examples of methods to reduce, as far as possible, noise and vibration created by construction work. You can get more guidance from British Standard 5228:1997.

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

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

Machinery must be based as far away from noise-sensitive properties as reasonably possible. You should also use barriers and enclosures if any activities are likely to be noisy at sensitive premises. You can find advice for constructing these structures in British Standard 5228 part 1 1997 (Appendix B3/ B4). You should also position port-a-cabins and stores as onsite barriers between noisy work and sensitive receivers. Hoardings to reduce noise breakout from activities should enclose sites. Gates and access points should not face onto any especially sensitive buildings such as residential property, hospitals, schools and businesses. Gates and access points should be kept open for as little time as possible.

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

If you are carrying out piling (driving steel or concrete piles into the ground for foundations), you must use methods, which will reduce the generation of noise and vibration. You should consider other methods for impact-driven piles, such as continuous flight auger-injected piles or auger-bored piles (where piles are drilled rather than hammered into the ground). You can get further advice on different sorts of piling from BS 5228 1992 part 4.

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

You need to allow enough time for lengthy concrete pours. If overruns are likely, you should contact the council's noise team (see useful contacts on page 18).

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

You should tell everyone onsite to reduce noise as far as possible both to protect the community and their own health and safety. You must not allow antisocial behaviour such as shouting, using radios and swearing.

Water

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

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

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

Pest Control

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

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

STANDARDS TO PROTECT THE ENVIRONMENT – WASTE DISPOSAL, RECYCLING AND SUSTAINABILITY

Recycling

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



Waste

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



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

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

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

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

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

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

For more advice, please refer to section 5 of our Special Planning Guidance Green Construction document on waste or contact our Environmental Policy Co-ordinator in the planning policy section (see useful contacts on page 18).

Protection of Trees

Before work starts, you must carry out a tree survey within the site. You should include those trees on adjoining land that are within a distance from the site boundary, equivalent to half the height of the tree. The survey should give the species, age, canopy spread and condition of the tree clump or individual tree, as well as the ground levels at the bottom of the trunks. You must send this together with any work proposed to the trees, to our planning department to see if any are protected by tree

preservation orders or are preserved because they are in a conservation area or are trees which may be worthy of protection.

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



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

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

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



Ecology

Certain sites in the borough are home to valuable wildlife. These include railway land and nature reserves. Please refer to our Biodiversity Action Plan that will help you identify these sites at an early stage. These sites can be easily disturbed so you should get advice from our Nature Conservation Officer in our Greenspace team (see useful contacts on page 18).



Under the Wildlife and Countryside Act 1982, the law protects all species of bat and their roosts. If you believe that bats may be present in areas likely to be affected by the work, you must stop all work and contact our Conservation Officer in greenspace (see useful contacts on page 18).

Archaeology

If you know that a site has an archaeological importance, you will need an archaeological investigation as either a desktop study or a programme of on-site investigation or both. This will be attached as a condition to the planning permission relating to the development, or carried out before you take possession of the site. You should let know the Greater London Archaeological Service (based at English Heritage) about any archaeological matters (see useful contacts on page 18).

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

USEFUL CONTACTS

Noise and Pollution Teams

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

Streetworks Team / Traffic & Engineering team

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

Parking Services

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

Contact Islington

T 020 7527 2000

Environmental Policy Co-ordinator

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

Considerate Contractors Scheme

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

English Heritage

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

British Research Establishment

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

Greenspace and Leisure division:

T Contact Islington on 020 7527 200

Environment Agency

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

SCHEDULE 5
(Employment and Training Code)

EMPLOYMENT AND TRAINING CODE

September 2013

1.0 Planning Obligations and Section 106 Agreements

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

2.0 Policy Context

National

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

London

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

Islington

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

3.0 Islington Council Employment and Training contacts:

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

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

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

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

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

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

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

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

4.0 The Code

Construction Phase

- 4.1 We require that the developers meet with the LBI BEST at least 1 month in advance of tendering contracts to undertake the code specifics.
- 4.2 **The developer is required to state clearly in tender documentation, prior to selecting the main contractor, that bids need to take into account the following requirements relating to this code:**
- 4.3 All contractors and sub-contractors appointed will be required to liaise with the LBI BEST to ensure the successful and consistent application of this code.
- 4.4 At the pre-contract meeting (1 month in advance of tendering) the contractor shall provide a detailed programme and an up to date schedule of works.
- 4.5 Each paid construction training placement will be paid by the developer or their contractor and / or their sub-contractor(s). Ideally, the wages will be to the level of the London Living wage. However, lawfully they must be no less than the national minimum wage. The duration of each paid placement will be no less than 13 weeks.
- 4.6 The numbers of paid placements agreed and written into the Section 106 agreement are themselves non-negotiable. The figures for paid placements may be specified in terms of trades however, and the exact numbers spread across trades for trainees. Other specifics of paid work placements, such as variance to the 13 weeks, must be agreed with the BEST Development Officer (Pascal, Ray or Stav) at the pre-contract meeting.
- 4.7 The developer / contractor will work with BEST to attain paid on-site construction training placements lasting no-less than 13 weeks from developments providing:
 - 10 residential units or above, hotels, student accommodation or hostels with 20 or more rooms
 - an uplift in business / employment floor-space of 500m² or greater (Gross External Area (GEA))
- 4.8 The developer / contractor will work with the BEST Development Officer to attain 1 Modern Apprenticeship per 5000 sq. m on any project where works are expected to last for at least 52 weeks.
- 4.9 The developer / contractor will liaise with the BEST team to arrange professional input to career days, teacher training and work experience to benefit the career development of Islington students'.

Contracts with sub-contractors

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

Recruitment

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

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

Monitoring

4.19 Provide regular monitoring and information on:

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

Managing trainee's and productivity

4.23 LBI Business Employment Support Team can where necessary:

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

4.28 The main contractor is obliged to:

- 4.29 Ensure employees' are supervised at all times on site by a named qualified and/or experienced operative in a trade related to their identified training needs.
- 4.30 Ensure employees' will work on site under the direction and control of the contractor.
- 4.31 Take the potential for a lower rate of productivity fully into account when allowing for the level of resource and supervision required for programmed outputs and targets.

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

Operational (post-completion phase)

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

Recruitment

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

Monitoring

4.45 Tenants and their contractors and sub- contractors to:

- 4.46 Allow LBI BEST officers to monitor staff employed on site in order to be able to feedback achievements on the above. Such feedback will be required on all recruits.
- 4.47 Return monthly or quarterly spreadsheets to LBI's BEST officers.

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

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

Formula - Construction placements

1 construction training placement per:

20 residential units;

20 student/ hotel/ hostel bedrooms;

1,000 sq m new commercial and employment floorspace

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

Formula - Employment and training contribution – Construction

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

- 5.4 This is based on the average costs of providing construction training and support per person in Islington.
- 5.5 An employment and training contribution will also be sought to improve the prospects of local people accessing new jobs created in the proposed development. This is based on the proportion of Islington residents who require training and support as set out in the following formula:

Formula - Employment and training contribution – Operation of development

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

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

6.0 Conclusion

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

SCHEDULE 6
(Code of Local Procurement)

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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.

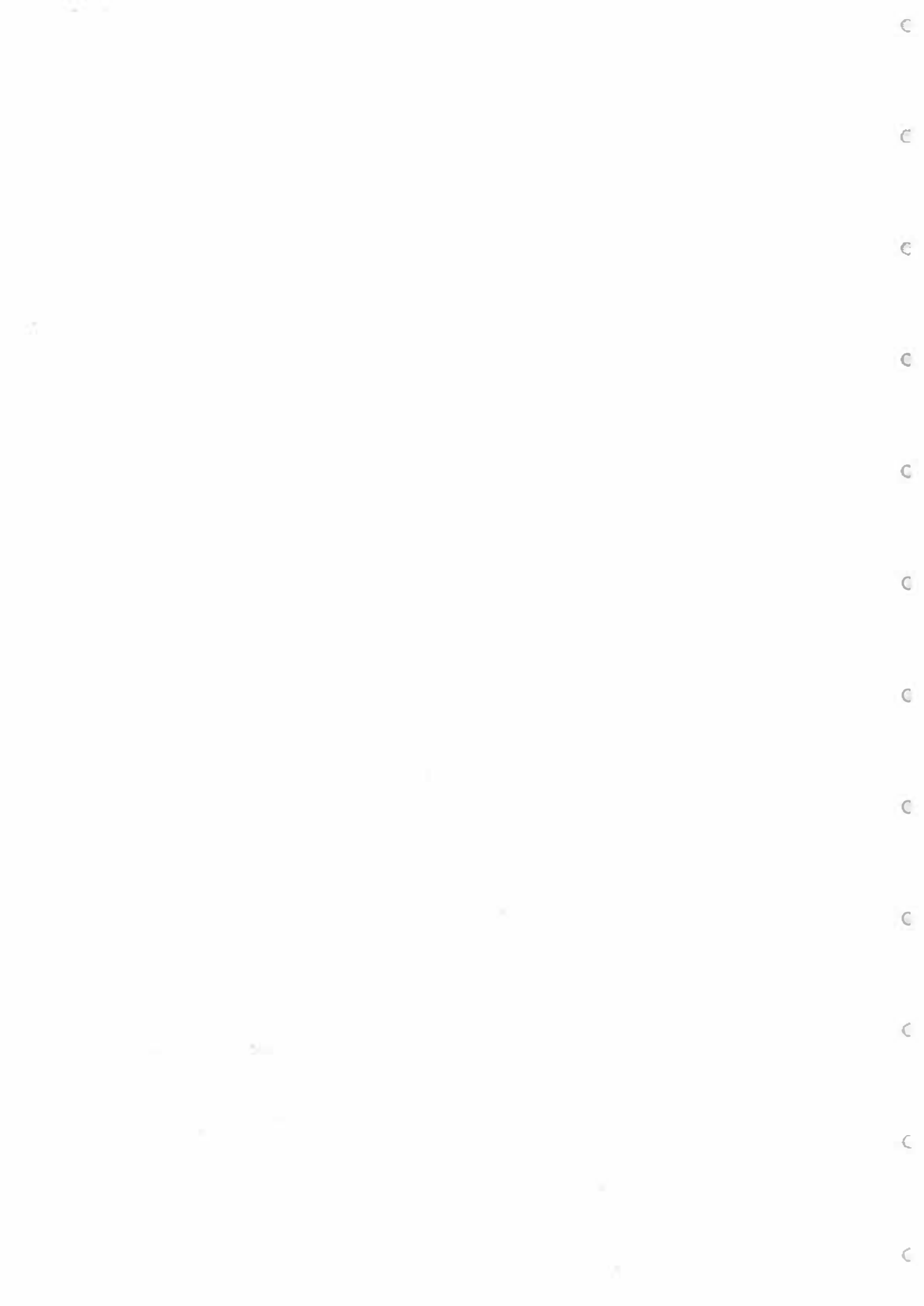
4. POST CONSTRUCTION

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.

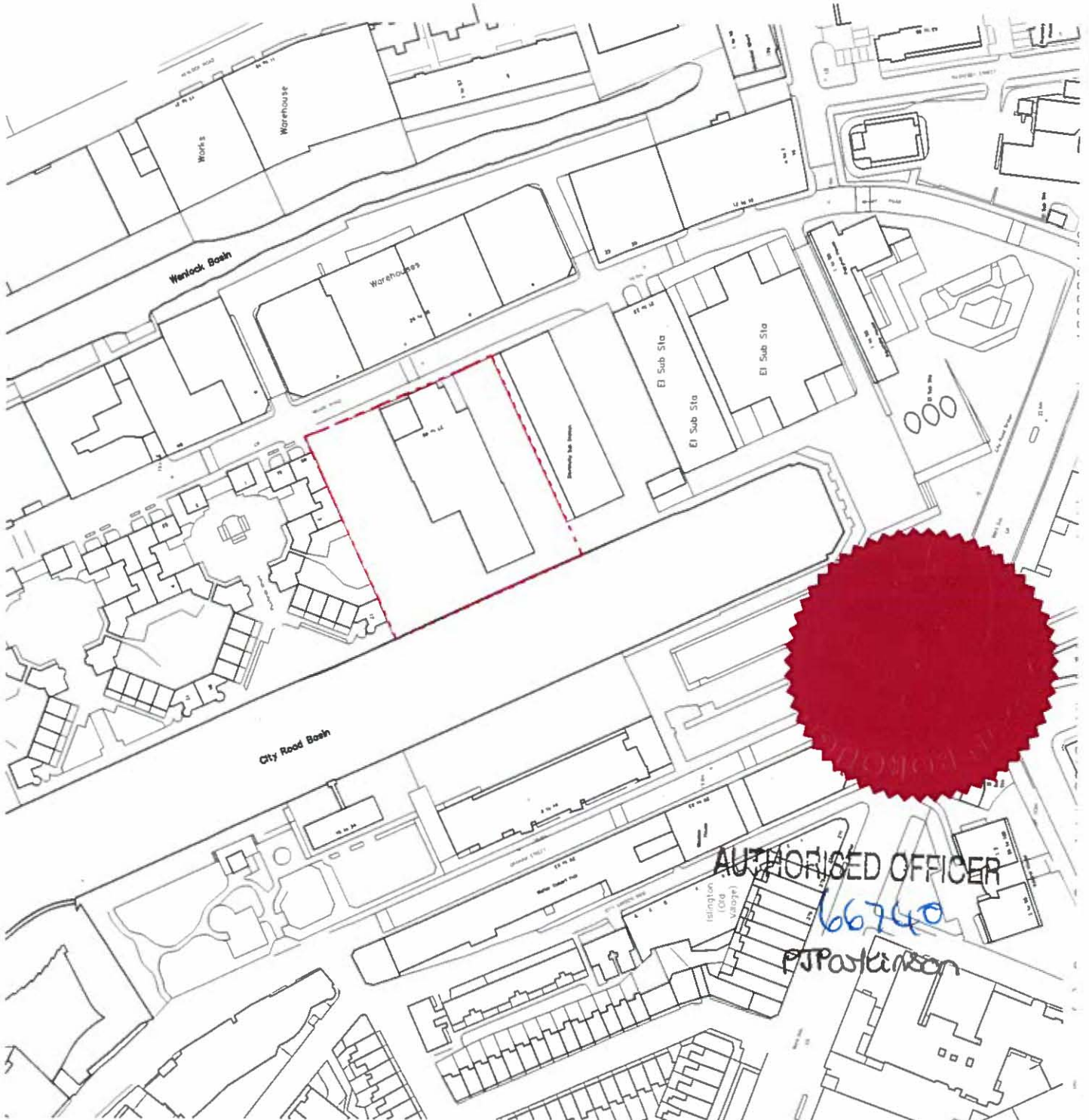
The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for contracts and to source local goods and services.

SCHEDULE 7
(Site Plan)



GENERAL NOTES

This drawing is © 2014 PTE architects
 Use figured dimensions only. DO NOT SCALE.
 All dimensions are in millimetres unless noted otherwise
 All levels are in metres above ordnance datum unless noted otherwise
 This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants
 If in doubt, ask



PLANNING

**Pollard
Thomas
Edwards**

Discipline: Wharf
 28 Gresham Street
 London EC2A 3DF
 020 7328 7777
 info@pollardthomasedwards.co.uk
 www.pollardthomasedwards.co.uk

Project	37-47 (ODD) Wharf Road London Borough of Islington	Ref	11-460	Rev	GC	Date	11/25/2013
Drawing Name	Site Location Plan	Drawing Number	460_PL_100	Scale		Author	

SCHEDULE 8
(Affordable Housing Plan and Schedule)

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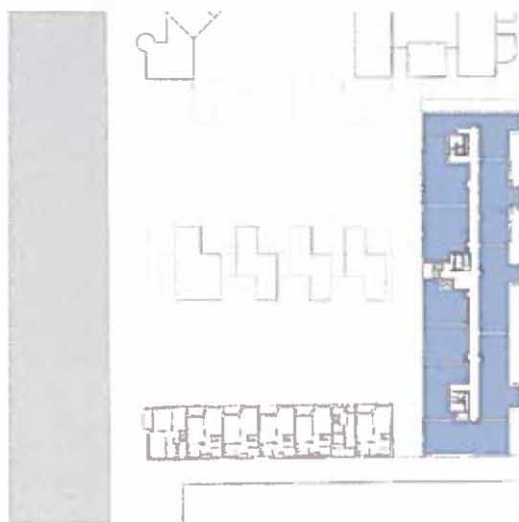
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Second Floor



Fifth Floor



First Floor



Fourth Floor



Ground Floor



Third Floor

- Affordable
- Shared Ownership
- Private



P. Parkinson

AUTHORISED

Job No. 460
05.03.2015
Wharf Road
Tenure Diagram

Pollard Thomas Edwards

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SCHEDULE 9
(Additional Affordable Housing Scheme)

ADDITIONAL AFFORDABLE HOUSING SCHEME

No. Units	No. Beds	No. Persons	SQM	Tenure
1	2	3	76	Private sale
1	2	3	77	Private sale
1	2	4	71	Private sale
1	2	4	78	Private sale
1	3	6	120	Private sale
1	3	6	142	Private sale
1	3	6	152	Private sale
1	3	6	155	Private sale
1	3	6	156	Private sale
1	3	6	160	Private sale
1	3	6	161	Private sale
1	3	6	202	Private sale
1	3	6	214	Private sale
1	3	6	217	Private sale
1	1	2	50	Private sale
3	1	2	51	Private sale
1	1	2	53	Private sale

SCHEDULE 10
(Public Access Plan)

Public Access Areas



WHARF ROAD

AUTHORISED OFFICER

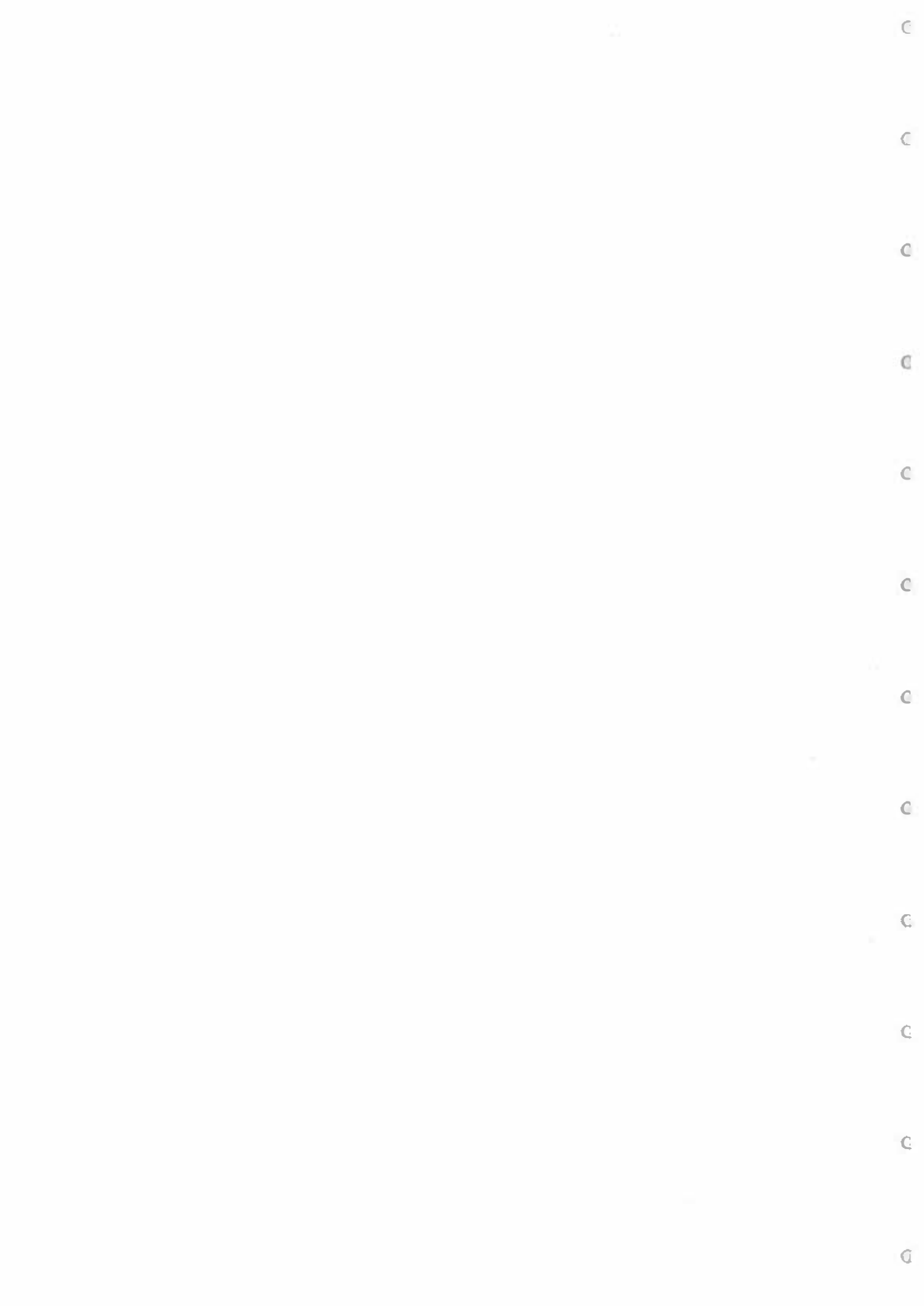
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P. Parkinson

ELECTRICITY SUBSTATION

PICKERS WHARF

GRAND BAY



SCHEDULE 11
(Confirmatory Deed)



ISLINGTON

DATED

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

- and -

FAMILY MOSAIC HOME OWNERSHIP LIMITED

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

CONFIRMATORY DEED

in respect of

**37 – 47 (odd) and land at Wharf Road
London N1 7RJ**

**PLANNING APPLICATION
REFERENCE
P2014/2131/FUL**

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

DATE

2014

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **FAMILY MOSAIC HOME OWNERSHIP LIMITED** a Community Benefit Society with registered number IP26804R whose head office is Albion House, 20 Queen Elizabeth Street, London SE1 2RJ ("**Developer**");

RECITALS

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the local planning authority by whom the obligations contained herein are enforceable.
- B. The Developer is the registered proprietor of the freehold of the Site with title absolute under Title Numbers LN53690, AGL279378 and NGL817307.
- C. Paragraphs 14.2 and 14.3 of the S106 Agreement Deed require the Developer to enter into and complete this Deed immediately upon becoming the freehold owner of the Title Number LN53690 Site to ensure the obligations terms and provisions of the S106 Agreement Deed bind the whole of the Title Number LN53690 Site and bind any party acquiring an interest in that Site as successors in title to the Developer
- D. The Developer became freehold owner of the Title Number LN53690 Site immediately prior to entering into this Deed pursuant to the Contract

1 DEFINITIONS

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

S106 Agreement Deed the agreement entered into between (1) the Council (2) Canal & River Trading CIC and (3) the Developer dated [] over the Site;

the LN53690 Site the land to the west side of Wharf Road London which is shown edged red on the plan attached to this Deed against which this Deed may be enforced and registered under Title Number LN53690;

2 OPERATIVE PROVISIONS

- 2.1 This Deed is supplemental to the S106 Agreement Deed and is made pursuant to section 106 of the Act.
- 2.2 All words and phrases in this Confirmatory Deed shall bear the same meaning as defined within the S106 Agreement Deed.
- 2.3 The Developer undertakes that the provisions of the S106 Agreement Deed shall continue to have full force and effect and its interest in the LN53690 Site shall be bound by the terms of the S106 Agreement Deed.

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

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

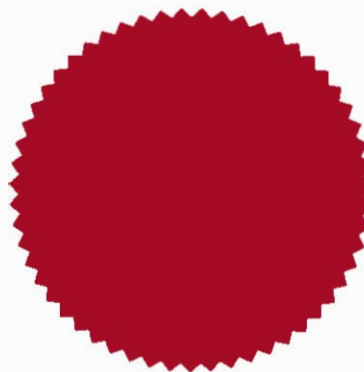
Authorised Officer

EXECUTED as a DEED by)
affirming the Common Seal of)
FAMILY MOSAIC HOME)
OWNERSHIP LIMITED in the)
presence of)

Authorised Signatory:

Authorised Signatory:

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



PJ Postkinson
Authorised Officer

66740

EXECUTED as a **DEED** on behalf of
CANAL & RIVER TRADING CIC by

Director _____

and

Secretary/Director _____
(delete as appropriate)

EXECUTED as a **DEED** by)
 affixing the Common Seal of)
FAMILY MOSAIC HOME)
OWNERSHIP LIMITED in the)
 presence of:)

Authorised Signatory:

Authorised Signatory:

