



# ISLINGTON

DATED

26 November

2012

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

**- and -**

**65-69 WHITE LION STREET LIMITED**

**-and -**

**INVESTEC BANK ~~(UK) LIMITED~~ PLC**

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

**In respect of**

**65-70 White Lion Street London N1 9PP**

**PLANNING APPLICATION REFERENCE  
P110256**

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**Debra Norman  
Head of Law  
Town Hall  
Upper Street  
London N1 2UD  
Legal Reference: NPLN/1728**

DATE

26 November

2012

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **65-69 WHITE LION STREET LIMITED** a company incorporated in England and Wales (Company No:6058164) whose registered office is at Russell Square House, 10-12 Russell Square London WC1B 5LF ("**Owner**"); and
- 3) **INVESTEC BANK <sup>PLC</sup> (UK) LIMITED** a company incorporated in England and Wales (Company No. 489604) whose registered office is at Gresham Street London EC2V 7QP ("**Mortgagee**")

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

## INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The Owner is the registered proprietor of the freehold of the Site with title absolute under title numbers LN203472, LN232085 and LN201076.
- (C) The Mortgagee is the owner of a charge over the Site dated 2 February 2007 under charge reference LN201076.
- (D) The Application has been submitted to the Council and the Parties

have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- (F) At a meeting on the Committee Date the Council's Planning Committee resolved to grant the Planning Permission subject to the prior completion of this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

## **OPERATIVE PART**

### **1 DEFINITIONS**

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

Accessible Transport Contribution	£6,000 to be spent by the Council towards Accessible Transport Facilities
Accessible Transport Facilities	means the provision of accessible transport bays or alternative accessible transport measures in the vicinity of the Site
Act	the Town and Country Planning Act 1990
Annual Audit Report	the annual audit report detailing the occupancy of the serviced apartment accommodation in order to satisfy the Council that no person occupies a serviced apartment accommodation for a period of more than 90 consecutive days and assist the Council in monitoring compliance with condition 31 of the Planning Permission. The annual audit report must be signed by a director of the Owner.

Application	the application for full planning permission submitted to the Council for the Development and allocated reference number P110256
Committee Date	17 May 2012
Community Facilities Contribution	£7,788 to be spent by the Council towards Community Facilities Improvements
Community Facilities Improvements	means community facilities improvements in the vicinity of the Site
Crossrail Contribution Discounted	£207,549 (calculated according to the London Mayor's SPG July 2010 on Crossrail) to be transferred by the Council to TfL and to be spent by TfL towards the funding of the Crossrail project
Crossrail Contribution	£259,436 (calculated according to the London Mayor's SPG July 2010 on Crossrail) to be transferred by the Council to TfL and to be spent by TfL towards the funding of the Crossrail project
Development	demolition of existing buildings and erection of a part 3, 4 and 5 storey building plus basement comprising 1445 sqm of B1 (business) floorspace, 673 sqm of flexible A1/A2/A3/B1 (shop/financial and professional services/restaurant/café/business) floorspace, 20 serviced apartments, 6 flats, cycle storage and related works

DSL	the delivery and servicing plan to be prepared by the Owner in consultation with the Council and in accordance with the principles set out in paragraph 8 of Colin Buchanan's Transport Assessment dated December 2010 (application document) and TfL's guidance on delivery and servicing plans available at <a href="http://www.tfl.gov.uk/microsites/freight/documents/Delivery-and-Servicing-Plans.pdf">http://www.tfl.gov.uk/microsites/freight/documents/Delivery-and-Servicing-Plans.pdf</a>
End Use Employment Contribution	means £23,100 to be spent by the Council towards creating employment and training opportunities for local people at the Development or similar operations
Highway Reinstatement Area	means the highways and footways in the vicinity of the Development as shown marked by black squares and green cross hatching on the Highway Reinstatement Plan
Highway Reinstatement Payment	means the sum to be calculated by the Council in accordance with Schedule 3 and to be spent by the Council towards the Highway Reinstatement Works
Highway Reinstatement Plan	means the plan annexed at Schedule 3A
Highway Reinstatement Works	the repair and reinstatement of the highway and footways in the Highway Reinstatement Area

Implementation the date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) the Preparatory Works and “Implement” and “Implemented” shall be construed accordingly

Index the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties may agree

Index Linked linked to movements in the Index (SAVE FOR the Crossrail Contribution or Crossrail Contribution Discounted for which the Consumer Price Index shall be used) between the Committee Date and the date of the payment so that the particular payment is adjusted in accordance with the following formula:

Amount Payable =  
Relevant Amount x (A÷B)

Where:

Relevant Amount =  
the payment to be Index-Linked

A =  
the figure for the Index which applied when the Index was last published prior to the date

that the Relevant Amount is payable

B =

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

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

Interest interest at four per cent above LIBOR from time to time

Occupation and Occupied occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

Open Space Improvements Contribution £80,965 to be spent by the Council towards Open Space Improvements

Open Space Improvements means open space improvements in the vicinity of the Site

Parking Bays Relocation Contribution means the reasonable sum to be incurred by the Council in relocating the two parking bays on White Lion Street and set out on the Parking Bays Relocation Plan annexed at Schedule 4

Planning Permission	the full planning permission subject to conditions to be granted by the Council pursuant to the Application
Play Facilities Contribution	£5,653 to be spent by the Council towards the Play Facilities Improvements
Practical Completion	the practical completion of the works required to construct the relevant premises or building or part thereof or works in accordance with the relevant building contract as properly certified independently by any employed agent of the Developer and "Practically Completed" shall be construed accordingly
Preparatory Works	means operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversions and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
Schedule of Condition	means a schedule of condition relating to the highways and footways in the Highway Reinstatement Area and to include but not be limited to details of: <ul style="list-style-type: none"> <li>a) the line and level of footways and carriageways; and</li> <li>b) the condition of access covers; surfacing; street furniture; channels</li> </ul>



and kerbs; street lighting; and gullies  
(to be checked for blockages)

Site	the land against which this Deed may be enforced as shown edged red on the Site Plan and known as 65-70 White Lion Street London N1 9PP
Site Plan	means the plan attached at Schedule 7 showing the Site outlined in red
Sports and Recreation Contribution	£34,440 to be spent by the Council towards Sports and Recreation Improvements
Sports and Recreation Improvements	means sports and recreation improvements in the vicinity of the Site
TfL	Transport for London
Transport and Public Realm Contribution	£155,551 to be spent by the Council towards Transport and Public Realm Improvements
Transport and Public Real Improvements	means transport and public realm improvements in the vicinity of the Site

## **2 CONSTRUCTION OF THIS DEED**

2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Headings appearing in this Deed are for ease of reference only and shall

not affect the construction of this Deed.

- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.8 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.9 The Interpretation Act 1978 shall apply to this Deed.
- 2.10 All Parts Schedules and Annexes attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings on the part of the Owner or Mortgagee under this Deed create planning obligations pursuant to Section 106 of the Act which comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and are enforceable by the Council as local planning authority against the Owner and, if in possession, the Mortgagee without limit of time.

### **4 CONDITIONALITY**

This Deed is conditional upon the grant of the Planning Permission.

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

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

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

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

### **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation,

preparation and execution of this Deed.

- 7.2 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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

## **8 MORTGAGEE'S CONSENT**

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

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

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

## **11 INDEXATION**

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

## **12 INTEREST**

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

## **13 GOOD FAITH AND GOOD PRACTICE**

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

## **14 DISPUTE RESOLUTION**

- 14.1 Where any matter the subject of this Deed shall be in dispute the Parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising

- 14.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute
- 14.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or think in any way arising out of or connected with this Deed shall be referred to the decision of a single expert qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the Parties within a period of fourteen days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors
- 14.4 The determination of the expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties.
- 14.5 The terms of reference of any expert appointed to determine a dispute disagreement or difference shall include the following:
- i) the expert shall call for representations from both parties within 21 days of a reference to him under this Deed and require the parties to exchange representations within this period
  - ii) the expert shall allow the parties to the arbitration 14 days from the expiry of the period referred to under paragraph 14.5( i ) above to make counter representations
  - iii) any representations or counter representations received out of time may be disregarded by the expert
  - iv) the expert shall provide the parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be entitled to call for

- such independent expert advice as he shall think fit
- v) the expert's costs and the costs of any independent expert advice called for by the expert shall be included in his award.

## 15 NOTICES

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

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

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

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

for the Council:

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

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Owner:

Address: 14 – 22 Coleman Fields, London, N1 7AD



Facsimile Number: 020 7689 1001

Relevant addressee: Mr Russell Kilikita

Reference: White Lion Street

With a copy to the Owner's Solicitors:

Address: Philip Ross Solicitors, 34 Queen Anne Street, 34

Queen Anne Street, London, W1A 3BQ

Facsimile Number: 020 7785 9151

Relevant addressee: Daniel Abrahams

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

## **16 COUNTERPARTS**

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

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

## **SCHEDULE 1**

### **THE OWNER'S COVENANTS**

#### **1 NOTICE OF IMPLEMENTATION**

1.1 The Owner shall give at least 14 days prior written notice to the Council of:

1.1.1 Implementation; and

1.1.2 first Occupation of the part of the Development constituting the serviced apartment accommodation (see Paragraph 8 (Annual Audit Report) below for context).

#### **2 FINANCIAL CONTRIBUTIONS**

2.1 Prior to or on Implementation the Owner shall pay to the Council:

2.1.1 the Accessible Transport Contribution;

2.1.2 the Community Facilities Contribution;

2.1.3 the End Use Employment Contribution;

2.1.4 the Open Space Improvements Contribution;

2.1.5 the Parking Bays Relocation Contribution;

2.1.6 the Play Facilities Contribution;

2.1.7 the Sports and Recreation Contribution; and

2.1.8 the Transport and Public Realm Contribution.

#### **3 HIGHWAY CONTRIBUTIONS**

The Owner shall pay the Highway Reinstatement Payment to the Council in accordance with Schedule 3.

#### **4 EMPLOYMENT AND TRAINING CODE**

4.1 The Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code annexed at Schedule 8.

- 4.2 The Owner shall use best endeavours to procure three work placements for local residents at the Development during the construction phase. Such work placements each to last at least 13 weeks and each be paid by the Owner at least the national minimum wage. London Borough of Islington will recruit for and monitor the work placements.
- 4.3 In the event In the event that the Owner cannot provide three work placement the Owner shall prior to or on Practical Completion pay to the Council the proportionate amount up to an amount of £15,000 towards employment and training initiatives in the local area.

## **5 CODE OF PRACTICE FOR CONSTRUCTION SITES**

- 5.1 The Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Code of Practice for Construction Sites annexed at Schedule 5.
- 5.2 The Owner shall prior to or on Implementation pay £3,058 to the Council as a contribution towards the Council's costs of monitoring compliance with the Code of Practice for Construction Sites at the Site.

## **6 CODE OF LOCAL PROCUREMENT**

The Owner shall at all times during the carrying out of the Preparatory Works and the construction of the Development comply and ensure compliance with the Code of Local Procurement annexed at Schedule 6.

## **7 ANNUAL AUDIT REPORT**

The Owner shall submit to the Council the Annual Audit Report on every anniversary of first Occupation.

## **8 CROSSRAIL CONTRIBUTION**

- 8.1 The Owner shall pay the Crossrail Contribution Discounted or the

Crossrail Contribution as follows:

- 8.1.1 If the Planning Permission is Implemented prior to or on 31 March 2013 the Owner shall prior to or on such date of Implementation pay the Crossrail Contribution Discounted to the Council; or
- 8.1.2 If the Planning Permission is Implemented after April 2013 the Owner shall prior to or on such date of Implementation pay the Crossrail Contribution to the Council.
- 8.2 It is acknowledged and understood between the Parties that any amount payable pursuant to the London Mayor's Community Infrastructure Levy (Crossrail) in respect of the Development will be credited against the Crossrail Contribution Discounted or the Crossrail Contribution as the case may be.

## **9 DELIVERY SERVICING PLAN (DSL)**

- 9.1 Prior to first Occupation of any part of the serviced apartment accommodation forming part of the Development the Owner shall submit the DSL to the Council for the Council's prior approval in writing.
- 9.2 The Owner shall comply with and ensure compliance with the DSL in the operation of the Development.
- 9.3 The serviced apartment accommodation shall not be Occupied until the DSL has been approved in writing by the Council.

## **SCHEDULE 2**

### **COUNCIL'S COVENANTS**

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

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 (excluding any sums paid by the Council to TfL) on written request by the Owner or the party that actually paid the sum provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

## **SCHEDULE 3**

### **HIGHWAY REINSTATEMENT PAYMENT**

- 1 The Planning Permission must not be Implemented unless the Owner has submitted an initial Schedule of Condition to the Council and such initial Schedule of Condition has been agreed in writing by the Council.
- 2 After the Owner has certified to the Council that such a stage of the Development has been reached that the Development will not adversely affect the Highway Reinstatement Area but in any event no later than fourteen (14) days after Practical Completion of the whole of the Development the Owner must provide to the Council:
  - a) a further Schedule of Condition; and
  - b) a specification for the Highway Reinstatement Worksboth to be agreed in writing by the Council.
- 3 As soon as reasonably practicable after agreeing the further Schedule of Condition and the specification for the Highway Reinstatement Works submitted in accordance with paragraph 2 above the Council must:
  - a) calculate (taking into account any reasonable representations of the Owner) the Highway Reinstatement Payment; and
  - b) must subsequently issue a request for payment of the Highway Reinstatement Payment.
- 4 The Owner must pay the Highway Reinstatement Payment to the Council no later than 10 working days after receipt of the

request to pay the Highway Reinstatement Payment in accordance with paragraph 3 above.



**SCHEDULE 3A**  
**HIGHWAY REINSTATEMENT PLAN**



## AREA & COSTING

### Total Footway Area

325 m<sup>2</sup> sq approx.

### Total Carriageway Area

300 m<sup>2</sup> sq approx.

### Footway Reinstatement

Cost £23,400

### Carriageway Reinstatement

Cost £18,600

### Total reinstatement cost

£42,000

#### NOTE

- Do not scale from this drawing
- All dimensions are approximate
- Costings are approximate and subject to change
- Final Costings to be agreed on site upon completion of works
- Condition Surveys are to be carried out by the Highway Department prior to commencement of works
- Condition survey must include:
  - drainage, street furniture, and material descriptions



**ISLINGTON**  
Environment & Regeneration  
Street Management Service  
Head of Department of Street Management  
Available at

222 Upper Street, London, N1 0R

Project

Drawing

Date	Drawn	Checked	Approved

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Check By

Approved By

Date

Scale

Notes

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**SCHEDULE 4**  
**PARKING BAYS RELOCATION PLAN**





Drawing Title	EXISTING AND PROPOSED ON - STREET PARKING	Client	65 - 69 WHITE LION STREET LIMITED	20 Eastbourne Terrace London W2 6LG		Scale	1:250@A3					
				Designed by:		I.G.						
				Drawn by:		J.L.						
	Job Title	WHITE LION STREET	 020 7053 1300  020 7053 1301 www.cbuchanan.co.uk			Ckd/Appd		Rev	Date	Amendment	Des	Dm
						First Issued:		Org No	191241/OS/001		Rev	
						Job No:	19124-01-1					





**SCHEDULE 5**  
**CODE OF PRACTICE FOR CONSTRUCTION SITES**





# ISLINGTON

## **Code of Practice for Construction Sites**

### **Public Protection Division**

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: [noise.issues@islington.gov.uk](mailto:noise.issues@islington.gov.uk)

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## Introduction

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

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

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

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

The code applies to all types of building work:

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

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

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

## **Legal framework**

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

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

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

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

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

## **Community relations**

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

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

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

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

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

## **Considerate contractors**

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

## **Hours of working**

Sites will be allowed to carry out noisy work between:

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

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

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

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

## **Standards to protect the environment**

### **Temporary structures**

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

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

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

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

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

## **Cranes**

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

## **Road closures**

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

## **Connections**

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

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

## **Nuisance**

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

## **Construction traffic**

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

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

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

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



**Current restricted areas include:**

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

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

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

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

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

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

**When works are finished**

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

## **Air pollution and dust**

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

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

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

### **Planning and management:**

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

### **Site preparation, demolition, earthworks and landscaping:**

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

### **Haulage routes, vehicles and plant:**

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

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

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

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

## **Contaminated land**

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

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

### **Below we have listed some of the appropriate guidance:**

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

## **Waste disposal and the 'duty of care'**

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

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

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

## **Asbestos**

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

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

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

### **The following legislation applies:**

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

## **Noise**

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

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

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

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

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

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

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

## Vibration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Water**

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

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

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

## **Pest control**

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

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

## **Waste disposal, recycling and sustainability**

### **Recycling**

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

## **Waste**

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

### **REDUCE WASTE**

### **REUSE**

### **RECYCLE**

### **DISPOSAL**

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

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

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

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

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

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

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

## **Protection of trees**

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

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

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



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

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

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

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

## **Ecology**

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

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

## **Archaeology**

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

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

## **Useful contacts**

### **General enquiries:**

For all general Islington Council related enquiries please call:

Contact Islington

Tel: 020 7527 2000

Web: [www.islington.gov.uk](http://www.islington.gov.uk)

### **Other useful council contacts:**

#### **Public Protection Division**

159 Upper Street

London N1 1RE

Noise and Pollution Teams

Tel: 020 7527 3258

Email: [noise.issues@islington.gov.uk](mailto:noise.issues@islington.gov.uk)

#### **Greenspace and Leisure Division**

Ecology Centre

191 Drayton Park Road

London N5 1PH

Ecology and Ranger

Manager

Tel: 020 7527 3287

#### **Parking Services Division**

Tel: 020 7527 1338

#### **Planning Division**

222 Upper Street

London N1 1YA

Environmental Policy

Co-ordinator

Tel: 020 7527 2001

Tree Preservation Officer

Tel: 020 7527 2383

#### **Street Management Division**

222 Upper Street

London N1 1YA

Highways and Traffic and

Engineering Teams

Tel: 020 7527 2000

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

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

BRE Bookshop, Garston, Watford, Hertfordshire WD25 9XX

Tel: 01923 664262

Email: [bookshop@bre.co.uk](mailto:bookshop@bre.co.uk)

Web: [www.brebookshop.com](http://www.brebookshop.com)

**Considerate Contractors Scheme**

PO BOX 75

Ware SG12 OYX

Tel: 0800 783 1423

Email: [enquiries@ccscheme.org.uk](mailto:enquiries@ccscheme.org.uk)

Web: [www.ccscheme.org.uk](http://www.ccscheme.org.uk)

**Environment Agency: Thames Region**

North East Area Office, Apollo Court

2 Bishops Square Business Park

St Albans Road West, Hatfield

Hertfordshire AL10 9EX

Tel: 08708 506 506

Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

**Greater London Archaeological Advisory Service**

English Heritage

1 Waterhouse Square

London EC1N 2ST

Tel: 020 7973 3733

Web: [www.english-heritage.org.uk](http://www.english-heritage.org.uk)

**Home Office**

Direct Communications Unit

2 Marsham Street

London SW1P 4DF

Tel: 020 7035 4848

Email: [public.enquiries@homeoffice.gsi.gov.uk](mailto:public.enquiries@homeoffice.gsi.gov.uk)

Web: [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk)



**SCHEDULE 6**  
**LOCAL PROCUREMENT CODE**



## 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.

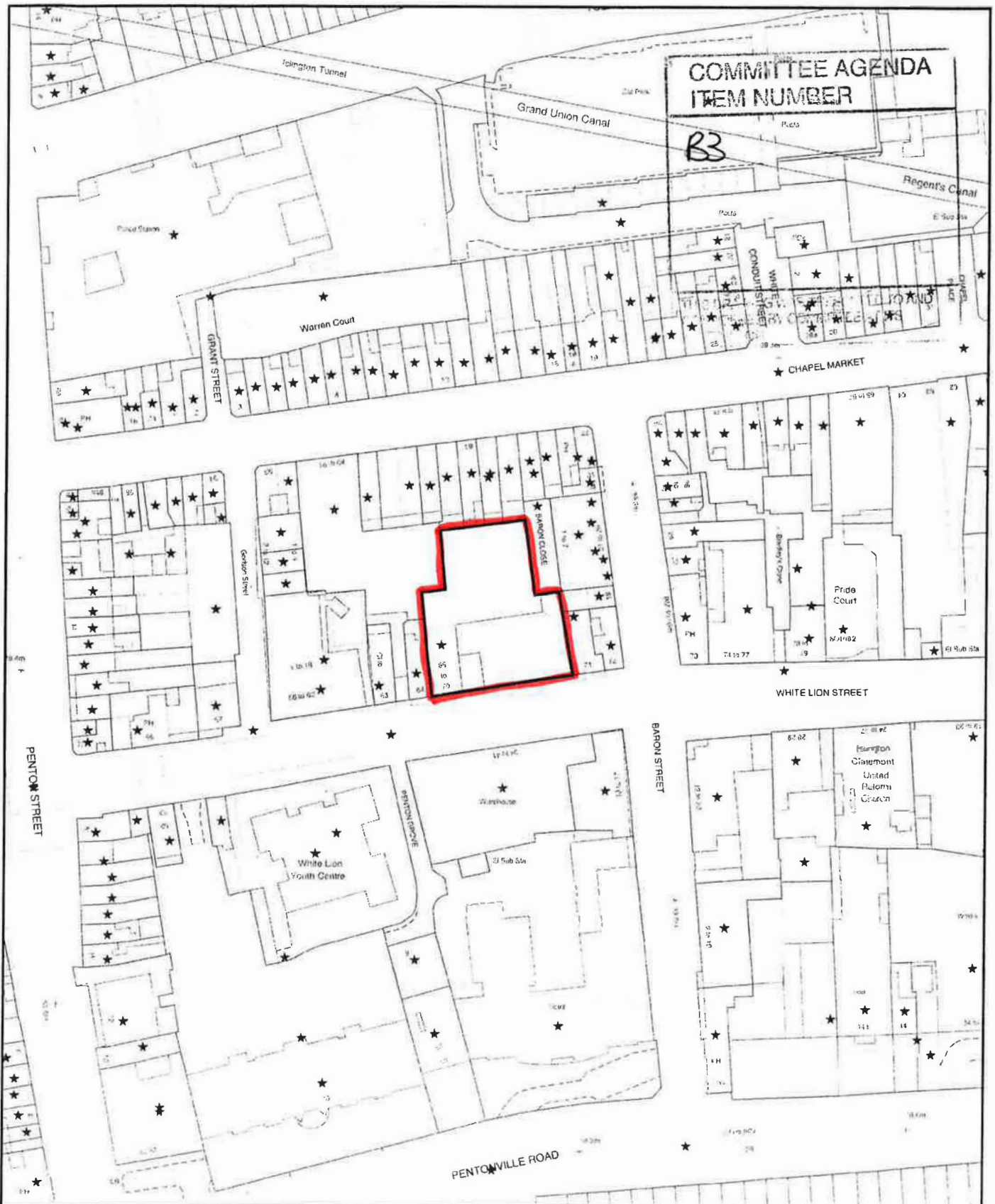
The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for contracts and to source local goods and services.



## **SCHEDULE 7**

### **SITE PLAN**





**ISLINGTON**

**Planning Division**

Planning Application Ref No:- P 110 256

LOCATION.....



Scale - 1:1250

Time of Plot 09:33

Date of plot: 04/05/2012



**SCHEDULE 8**  
**EMPLOYMENT AND TRAINING CODE**



# **Employment and Training code.**

**2009-2010**

## **SECTION 106.**

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

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

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

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

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

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

**Strategic Planning and Regeneration**

**Islington Council**

**7 Newington Barrow Way**

**London N7 7EP**

## **Policy context-Employment and Training- SPD 2008**

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

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

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

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

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

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



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

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

0207 527 3371  
[pascal.coyne@islington.gov.uk](mailto:pascal.coyne@islington.gov.uk)

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

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

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

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

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

## **CONSTRUCTION PHASE**

*We will request that the developers meet with LBI Regeneration at least 1 month in advance of tendering contracts to undertake the code specifics.*

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

### **Contracts with Sub Contractors.**

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

- 2.1 Include a written statement in their contracts with sub contractors instructing them to liaise with 'Islington Working-Construction' to discuss, agree and implement the specifics. (an introduction to services sheet will be supplied by LBI regeneration).
- 2.2 Brief subcontractors on the requirements of the employment & training code and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.

## **RECRUITMENT.**

### **3 Target recruitment from the local area with a view to:**

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

## **MONITORING.**

### **4 Provide regular monitoring and information on:**

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

## **MANAGING TRAINEES AND PRODUCTIVITY.**

### **5 *'Islington Working-Construction'* can where necessary:**

- 5.1 Provide safety equipment and tools for local people taken on through the project.
- 5.2 Identify ongoing training needs and provide for these if necessary, where eligibility allows.
- 5.3 Conduct a Health and Safety assessment and assess prior learning.
- 5.4 Visit trainees as part of post employment support, liaise with their supervisor to ensure both parties are satisfied with progress and/or make any necessary interventions to achieve sustainability of employment.

### **The main contractor is obliged to:**

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

## **OPERATIONAL. (POST COMPLETION PHASE)**

### **6 Developer to inform lease holder of the councils aspirations to secure employment opportunities for local unemployed residents arising from new developments and encourage them to attend liaison meetings with LBI Regeneration to:**

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

## **RECRUITMENT.**

### **7 Where binding agreements have been established undertake the following requirements (otherwise the following is sought within the context of the business tenants commitment to corporate social responsibility):**

- 7.1 Occupiers and their personnel departments to meet with LBI regenerations '*Islington Working*- job brokerage' service to discuss their staffing structures and skills required to facilitate the development of a customised recruitment/training course which enables local people to acquire the skills needed to gain employment.
- 7.2 Occupiers to advertise vacancies in local newspapers (Islington Gazette and Highbury & Islington Express).
- 7.3 Occupiers of the building to refer vacancies to local projects as directed by LBI Regeneration so that local people can be assisted in making relevant applications for employment.

- 7.4 *'Islington Working*-Job brokerage staff will screen applications against job specifications (the specification being deemed realistic and necessary for someone to undertake the job tasks).
- 7.5 In larger developments, development of traineeships to help new people in the industry to assist with shortages of staff in researched skills shortfall areas.
- 7.6 Linkage with the governments Flexible New Deal and other Jobcentreplus programmes that could include payment of a subsidy to a company, or providing work experience for people undergoing vocational training.

## **MONITORING.**

### **8. Tenants and their contractors and sub contractors to:**

- 8.1 Allow LBI-Regeneration support officers to monitor staff employed on site in order to be able to feedback achievements on the above. Such feedback will be required on all recruits.
- 8.2 Return monthly or quarterly spreadsheets to LBI's regeneration officers.

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

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

### Example calculation

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

### National Minimum Wage

#### Apprentices

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

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

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

What are the current rates of the national minimum wage?

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

£5.80 per hour for workers aged 22 years and older

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

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

#### Development Rate

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

Source-[www.directgov.uk](http://www.directgov.uk)  
Crown Copyright 2005



## 10 Supplementary Planning Document (SPD) adopted July

### 5 Standard Obligations and Charges

<b>Employment and training contribution – Construction</b>
Number of construction placements <sup>1</sup> x cost of providing construction training and support per placement (£5000) <sup>2</sup> = contribution due
<b>Formula Sources</b>
<sup>1</sup> As above
<sup>2</sup> Based on the average costs of providing construction training and support per person in Islington

#### Operation of development (commercial/ employment developments)

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

<b>Employment and training contribution – Operation of development</b>
Occupancy of development (number of employees) <sup>1</sup> x the working age population <sup>2</sup> as a proportion of the total number of employees in the borough <sup>3</sup> (81%) x proportion of Islington residents requiring training and support (7.7%) <sup>4</sup> x cost of training/ support per person (£2500) <sup>5</sup> = contribution due
<b>Formula Sources</b>
<sup>1</sup> Based on average employment densities (see Appendix 2)
<sup>2</sup> ONS Mid-Year Population Estimates (2006)
<sup>3</sup> ONS Annual Business Inquiry Employee Analysis (2006)
<sup>4</sup> Based on the proportion of the economically inactive working age population wanting a job - ONS Annual Population Survey (Jul 06-Jun 07)
<sup>5</sup> Based on the average costs of providing training and support relating to the end use of a development per person in Islington

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

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

A planning obligation must be:

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

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

## **Conclusion**

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

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



*Daniel*

Authorised Officer

*24265*

Executed as a Deed by )  
65-69 WHITE LION STREET )  
LIMITED )  
Acting by :

*[Signature]*

Director

*me*

Director/Secretary

*Signed*  
~~Executed~~ as a Deed by )  
*for* INVESTEC BANK ~~(UK)~~ )  
*on* LIMITED PLC )  
Acting by:

*[Signature]*  
A. BURCH

*[Signature]*  
S. COOK

Director

Director/Secretary

