



ISLINGTON

DATED

24th June

2014

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- and -

CAMARGUE DEVELOPMENTS LIMITED

- and -

PREMIER INN OCHRE LIMITED

- and -
COUTTS & COMPANY

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

in respect of

64-66 York Way, 68 York Way, 3 Crinan
Street (formally known as 62-68 York Way)
London N1 9AG

PLANNING APPLICATION REFERENCE
P2013/3202

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

DATE

24th June

2014

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **CAMARGUE DEVELOPMENTS LIMITED** a company incorporated in the British Virgin Islands (Company No:CN273950) whose office for service within the United Kingdom is at 62 York Way London N1 9AG ("**Owner**");
- 3) **PREMIER INN OCHRE LIMITED** a company incorporated in England and Wales (Company No:8143826) whose registered office is at Whitbread Court Houghton Hall Business Park Porz Avenue Dunstable Bedfordshire LU5 5XE ("**Developer**");

4) *COURTIS & COMPANY* a company incorporated in England and Wales (Company No 00036695) whose registered office is at 440 Strand London WC2R 0QS (Mortgagee) and the Council 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 Owner is the registered proprietor of the freehold of the Site with title absolute under title number NGL7242¹/₂. ^{LA}
- C. The Developer has an option dated 23 May 2013 to acquire the Site.
- 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.

E. 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.

F. The Council has had regard to contributions that have already been paid by the Owner to the Council in respect of the Site totalling £281,462.83 (including indexation) pursuant to section 106 Agreements dated 11 October 2002 and 16 September 2008 and the obligations in this Deed have been reduced or revised accordingly.

9 The Mortgagee is the owner of a charge over the Site dated 9 May 2014 between the Mortgagee and the owner

OPERATIVE PROVISIONS

1 DEFINITIONS

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

Act the Town and Country Planning Act 1990;

Accessible Transport Contribution £86,000 (eighty-six thousand pounds) to be spent by the Council towards the provision of accessible parking bays or alternative accessible transport measures in the vicinity of the Site;

Application the application for full planning permission dated 30 August 2013 submitted to the Council for the Development and allocated Council reference number P2013/3202;

Carbon Offset Contribution £379,960 (three hundred and seventy-

nine thousand nine hundred and sixty pounds) to be spent by the Council on the reduction of carbon dioxide emissions;

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 £15,230.40 (fifteen thousand two hundred and thirty pounds and forty pence) 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 11 February 2014;

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;

Contributions	the financial contributions referred to in paragraph 2.1 of Schedule 1;
Crossrail Contribution	£579,209 (five hundred and seventy-nine thousand two hundred and nine pounds) to be spent on the funding of Crossrail less any amounts paid or payable by the Owner and/or Developer pursuant to the Mayor's CIL;
Development	demolition of existing building and redevelopment to provide a ground plus six storey building, (with two basement levels), comprising hotel use (Use Class C1) with up to 408 bedrooms and retail floorspace (Use Class A1-A3) at ground level together with associated facilities, plant, landscaping and servicing and the term "Develop" shall be construed accordingly;
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;

Energy Statement

a written update of the draft energy statement dated 6 August 2013 submitted as part of the Application such update to analyse and assess the technical and practical potential for the heat demands of the Development to be supplied by heat energy from a District Heating Network and by heat energy from alternative plant and equipment

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

Expert

has the meaning given to that term in clause 12;

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;

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 and blue 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;

Hotel

the hotel to be provided as part of the
Development;

Implementation

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

Index

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

Index Linked

linked to movements in the Index

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

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

Where:

Relevant Amount = the payment to be Index-Linked

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

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

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

Infrastructure Contribution

£468,929.85 (four hundred and sixty-eight thousand nine hundred and twenty-nine pounds and eighty-five pence) to be spent by the Council towards any or all of the following:

- a) the provision or improvement of community facilities;
- b) the provision or improvement of

open space;

c) sports and recreation improvements;

d) transport and public realm improvements;

in the vicinity of the Site PROVIDED THAT no less than £200,000 (two hundred thousand pounds) shall be used towards transport and public realm improvements in the vicinity of the Site;

Interest

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

Mayor's CIL

any tax, tariff or charge introduced by the Mayor of London 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;

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;

Planning Permission

a full planning permission granted pursuant to the Application in the form of the draft decision notice attached to this Deed at Schedule 9;

Practical Completion

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

Preparatory Works

operations consisting of site clearance, 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 but excluding demolition;

Schedule of Condition

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

a) the line and level of footways and carriageways; and

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

Site

the land against which this Deed may be enforced as shown edged red on the Site Plan which is known as 64-66 York Way, 68 York Way, 3 Crinan Street (formally known as 62-68 York Way) London N1 9AG under Title Number NGL724212;

Site Plan

the plan attached to this Deed at Schedule 7;

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;

Working Days

any day apart from Saturday and Sunday Christmas Day Good Friday and any other statutory bank holiday.

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 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 MISCELLANEOUS

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 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 unless specifically stated to be so.

5 CONDITIONALITY

This Deed is conditional upon the grant and Implementation of the Planning Permission save for the provisions of clauses 4, 6.2, 8.3, 12, 14 and paragraph 1.1.1 of Schedule 1 which shall have immediate effect.

6 OWNER'S AND DEVELOPER'S COVENANTS

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

7 COUNCIL'S COVENANTS

The Council covenants with the Owner and/or 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 respectively 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 ^{and the Mortgagee} referred to in Recital C ^{and Recital G} above and that there is no other person having any legal

interest in the Site.

- 8.3 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 INDEXATION

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

10 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.

11 GOOD FAITH

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

- 11.2 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.

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

12 DISPUTE RESOLUTION

- 12.1 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.
- 12.2 Failing the resolution of any such dispute disagreement or difference within 28 (twenty-eight) Working 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.
- 12.3 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 14 (fourteen) Working 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.
- 12.4 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.
- 12.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:

- 12.5.1 the Expert shall call for representations from the Parties within 21 (twenty one) Working Days of a reference to him under this Deed and require the Parties to exchange representations within this period;
- 12.5.2 the Expert shall allow the Parties 14 (fourteen) Working Days from the expiry of the period referred to under paragraph 12.5.1 above to make counter representations;
- 12.5.3 any representations or counter representations received out of time may be disregarded by the Expert;
- 12.5.4 the Expert shall provide the Parties with a written decision (including his reasons) within 28 (twenty-eight) Working 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;
- 12.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

13 NOTICES

- 13.1 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 13.
- 13.2 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.

13.3 The address, facsimile number, 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

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the Owner:

Address: 62 York Way, London N1 9AG

Facsimile Number: 020 77135994

Relevant addressee: Camargue

Reference: York Way

for the Developer:

Address: Whitbread Court, Houghton Hall Business Park, Porz Avenue, Dunstable, Bedfordshire LU5 5XE

Relevant addressee: Owen Ellender

Reference: York Way

*For the Mortgagee
at its registered office*

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

14 JURISDICTION

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

14.2 Each Party irrevocably waives any objection which it may have now or hereafter to proceedings being brought in the courts of England and

Wales and any claim that proceedings have been brought in an inconvenient forum. Each Party further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales will be conclusive and binding upon each Party and may be enforced in the courts of any other jurisdiction.

14.3 The Owner irrevocably appoints Peter Sullivan of Wragge Lawrence Graham & Co (4 More London Riverside, London, SE1 2AU) as its agent to receive on its behalf in England service of any proceedings or notices arising out of or in connection with this Deed. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Owner).

14.4 The Owner shall procure that a legal opinion is supplied to the Council from Maples & Calder in the form of the draft legal opinion contained in Schedule 8 dealing with the due formation of the Owner, their good standing, action to enable them to execute and assume their obligations under this Deed, valid execution, valid appointment of Peter Sullivan of Wragge Lawrence Graham & Co as its irrevocable agent for service of notices and valid choice of law and jurisdiction and such legal opinion shall be provided to the Council on or prior to the completion of this Deed.

15 MORTGAGEE'S CONSENT

*The Mortgagee acknowledges and declares that **
EXECUTED AS A DEED and delivered as such on the date first written.

** 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*

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

1 NOTICES

1.1 The Owner and/or Developer will give the Council not less than 14 (fourteen) Working 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 Implementation of any part of the Development pay to the Council the full amounts of the:

2.1.1 Accessible Transport Contribution;

2.1.2 Carbon Offset Contribution;

2.1.3 Code of Construction Practice Monitoring Fee;

2.1.4 Crossrail Contribution; and

2.1.5 Infrastructure Contribution.

2.2 The Owner and/or Developer shall not Implement the Development or permit the Development to be Implemented unless the contributions which are referred to in paragraph 2.1 above have been paid to the Council 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 3 (three) construction trade apprentices shall be employed at the Development always ensuring that each apprentice shall be:

3.2.1 a resident of the London Borough of Islington;

3.2.2 recruited through 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 (thirteen) weeks and paid at a rate not less than the national minimum wage but not more than the reasonable market rate;

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 Islington Working and employed during the Construction Phase.

3.4 In the event that, having used its reasonable endeavours, the Owner and/or Developer is unable to provide three (3) construction trade apprenticeships in accordance with this paragraph 3, the Owner and/or

Developer shall pay to the Council within 14 (fourteen) Working Days of receipt of a written demand the sum of £5,000 (five thousand pounds) for each of the construction trade apprenticeships that the Owner and/or Developer shall not have provided (up to an aggregate total sum of £13,493.92 (thirteen thousand four hundred and ninety-three pounds and ninety-two pence), 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 Implement or permit Implementation of the Planning Permission unless a CoCP Response Document has been prepared, submitted to and approved by the Council such CoCP Response Document to 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:

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

- 4.2.3.2 a named community liaison manager ("Community Liaison Manager") to be responsible for dealing with all enquiries;
- 4.2.3.3 a provision for logging all enquiries along with the response given;
- 4.2.3.4 a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;
- 4.2.3.5 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;
- 4.2.3.6 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;
- 4.2.3.7 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;
- 4.2.3.8 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

4.2.3.9 other reasonable provisions as may be reasonably required by the Council.

4.3 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 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 RE-INSTATEMENT

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.

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 (fourteen) Working 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 to the Council within 14 (fourteen) Working Days 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.
- 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 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 they have 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 (twenty four) 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 they will on the written request of the Council do all such things as are necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraphs 7.5 and 7.6 subject to the following conditions:

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

7.8.3 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.
- 8.2 The Owner and/or Developer shall submit the Full Travel Plan to the Council for the Council's written approval no later than six months after first Occupation of the Development.
- 8.3 The Owner and/or Developer shall submit the Travel Plan Update to the Council within 3 (three) months of the 3 (three) year 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 a draft of the Green Performance Plan not later than 6 (six) calendar 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 2 (two) years (or such extended period as the Parties may otherwise agree) to the 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.
- 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 NEW HOTEL OPERATOR

The Owner and/or Developer shall ensure that any transfer, contract for sale, lease, agreement for lease, option, licence, tenancy or other disposal of the Site which is entered into within 5 (five) years of Practical Completion includes a requirement on the part of the new Owner, Lessee, Licensee, Tenant or Hotel operator (as the case may be) to:

- 10.1 submit to the Council its proposed employment levels no later than 3 (three) months before commencement of operations; and
- 10.2 pay to the Council within 14 (fourteen) Working Days of written demand any additional financial contributions due as a result of any increase in employment levels at the Site.

11 LOCAL RECRUITMENT

- 11.1 The Owner and/or Developer shall act in good faith to:

- 11.1.1 recruit 50% (fifty per cent) of its Hotel employees from Islington Residents who are either not in education, not in employment or not in training; and

- 11.1.2 ensure that the maximum feasible number of its Hotel employees are other unemployed Islington Residents PROVIDED THAT it is not prevented from doing so by any rule of law whether domestic or international.

- 11.2 To facilitate compliance with the requirements of paragraph 11.1, the Owner and/or Developer shall:

- 11.2.1 contact the Council's Business and Employment Support Team at least 3 (three) months prior to Occupation of the Hotel; and

- 11.2.2 at all times work in good faith with the Council's Business and Employment Support Team.

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 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 and/or Developer or the party that actually paid the sum it will repay to the Owner and/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 (five) 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 and/or Developer or the party that actually paid the sum provide to the Owner and/or Developer such evidence as the Owner and/or Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Owner and/or Developer under this Deed.

SCHEDULE 3
(Highway Reinstatement Plan)

SCHEDULE 4
(Code of Practice for Construction Sites)

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)

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)

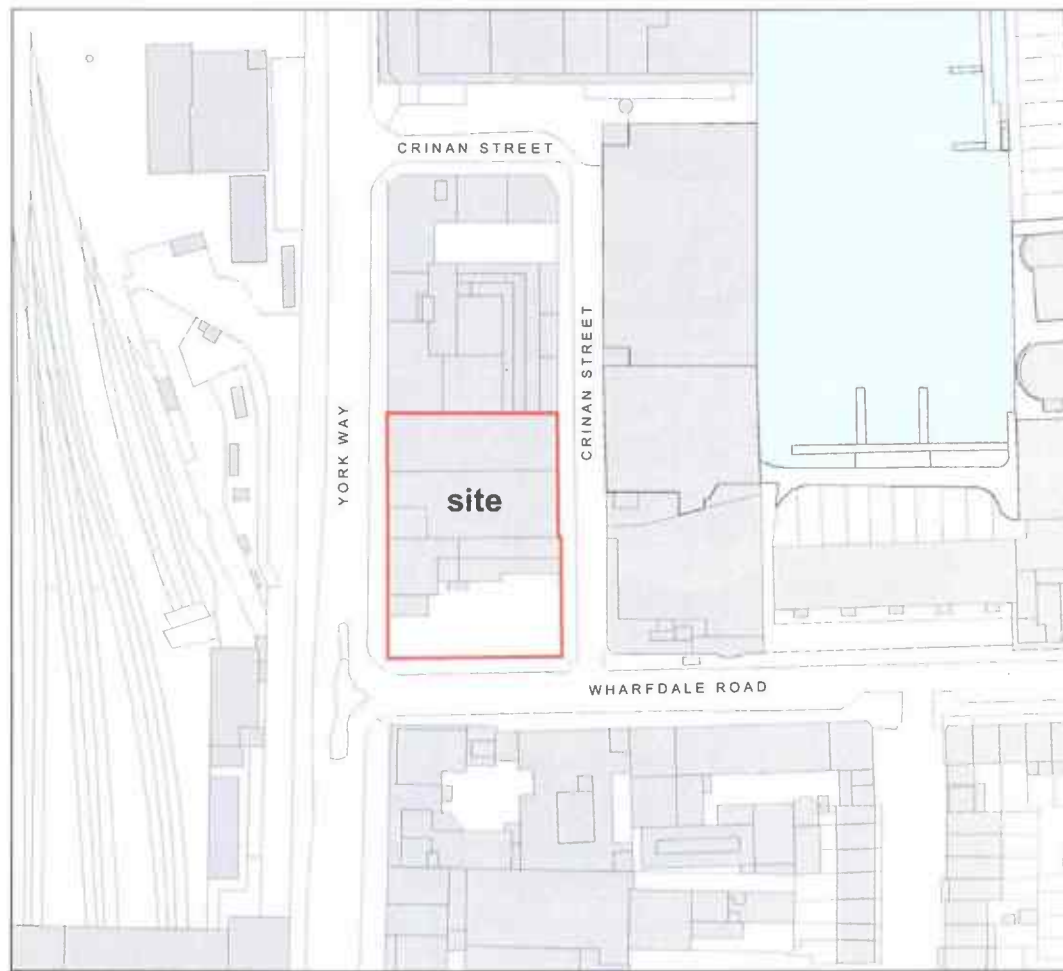
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Handwritten signatures and notes in blue ink:
 - Large signature: "John" (likely John [unclear])
 - Smaller signature: "David" (likely David [unclear])
 - Initials: "JH" and "DA" (likely John and David)
 - Other marks: "10000" and "100000"



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location plan 1:1250



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block plan 1:500



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 EXISTING ORDNANCE SURVEY EXTRACTS
 1:1250 & 1:500

Scale	Status	Date	Drawn	Checked
1:1250/500 @ A1/1:2500/1000 @ A3	planning	29.7.13	mw	
Drawing No.	Revision			

3326/P29

AXIOM
ARCHITECTS

SCHEDULE 8
(Form of Draft Legal Opinion)

MAPLES

Our ref: RZB.691890/1

Subject to review and amendment

Draft dated 15 May 2014

The Mayor and Burgesses of the London Borough
of Islington
Town Hall
Upper Street
London N1 2UD
United Kingdom
(the "**Conucil**")

[] 2014

Dear Sirs

Camargue Developments Limited

We have acted as counsel as to British Virgin Islands law to Camargue Developments Limited (the "**Company**") in connection with the entry by the Company into the Transaction Document (as defined below).

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents:

- 1.1 The public records of the Company on file and available for public inspection at the Registry of Corporate Affairs in the British Virgin Islands (the "**Registry of Corporate Affairs**") on [] 2014, including the Company's Certificate of Incorporation and its Memorandum and Articles of Association as registered on 30 March 1998 (the "**Memorandum and Articles**").
- 1.2 The records of proceedings on file with and available for inspection on [] 2014 at the British Virgin Islands High Court Registry (the "**High Court Registry**").
- 1.3 The written resolutions of the board of directors of the Company dated [] 2014 (the "**Resolutions**").
- 1.4 A Certificate of Incumbency dated [] 2014, issued by Trident Trust Company (B.V.I.) Limited, the Company's registered agent, (a copy of which is attached as Annexure A) (the "**Registered Agent's Certificate**").
- 1.5 A certificate from a director of the Company (a copy of which is annexed hereto as Annexure B) (the "**Director's Certificate**").

Maples and Calder

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- 1.6 An unexecuted draft of a planning obligation by deed in respect of 64-66 York Way, 68 York Way, 3 Crinan Street (formally known as 62-68 York Way), London N1 9AG in the form received by us on 15 May 2014 and which is proposed to be entered into between the Council, the Company and Premier Inn Ochre Limited (the "**Transaction Document**").

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the British Virgin Islands which are in force on the date of this opinion letter. In giving the following opinions we have relied (without further verification) upon the completeness and accuracy of the Registered Agent's Certificate and the Director's Certificate. We have also relied upon the following assumptions, which we have not independently verified:

- 2.1 The Transaction Document has been or will be authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance with all relevant laws (other than, with respect to the Company, the laws of the British Virgin Islands).
- 2.2 The Transaction Document is, or will be, legal, valid, binding and enforceable against all relevant parties in accordance with its terms under the law of England and Wales (the "**Relevant Law**") and all other relevant laws (other than, with respect to the Company, the laws of the British Virgin Islands).
- 2.3 The choice of the Relevant Law as the governing law of the Transaction Document has been made in good faith and would be regarded as a valid and binding selection which will be upheld by the courts of England and Wales and any other relevant jurisdiction (other than the British Virgin Islands) as a matter of the Relevant Law and all other relevant laws (other than the laws of the British Virgin Islands).
- 2.4 Where the Transaction Document has been provided to us in draft or undated form, it will be duly executed, dated and unconditionally delivered by all parties thereto in materially the same form as the last version provided to us and, where we have been provided with successive drafts of the Transaction Document marked to show changes to a previous draft, all such changes have been accurately marked.
- 2.5 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.
- 2.6 All signatures, initials and seals are genuine.
- 2.7 That the Company is not conducting a "regulated activity" under a "financial services enactment" (as defined under the Regulatory Code, 2009 (as amended)).
- 2.8 That all public records of the Company which we have examined are accurate and that the information disclosed by the searches which we conducted against the Company at the Registry of Corporate Affairs and the High Court Registry is true and complete and that such information has not since then been altered and that such searches did not fail to disclose any information which had been delivered for registration but did not appear on the public records at the date of our searches.

- 2.9 The capacity, power, authority and legal right of all parties under all relevant laws and regulations (other than, with respect to the Company, the laws of the British Virgin Islands) to enter into, execute, unconditionally deliver and perform their respective obligations under the Transaction Document.
- 2.10 There is no contractual or other prohibition or restriction (other than as arising under British Virgin Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Transaction Document.
- 2.11 There is nothing contained in the minute book or corporate records of the Company (which we have not inspected) which would or might affect the opinions set out below.
- 2.12 None of the parties to the Transaction Document (other than the Company) is a company incorporated, or a partnership or foreign company registered, under applicable British Virgin Islands law and all the activities of such parties in relation to the Transaction Document and any transactions entered into thereunder have not been and will not be carried on through a place of business in the British Virgin Islands.
- 2.13 The Company is not a sovereign entity of any state and is not a subsidiary, direct or indirect of any sovereign entity or state.
- 2.14 There is nothing under any law (other than the laws of the British Virgin Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

- 3.1 The Company is a company limited by shares registered with limited liability under the BVI Business Companies Act, 2004 (as amended) (the "**Act**"), is in good standing at the Registry of Corporate Affairs, is validly existing under the laws of the British Virgin Islands and possesses the capacity to sue and be sued in its own name.
- 3.2 The Company has all requisite power and authority under the Memorandum and Articles to enter into, execute the Transaction Document.
- 3.3 The execution and delivery of the Transaction Document do not, and the performance by the Company of its obligations under the Transaction Document will not conflict with or result in a breach of any of the terms or provisions of the Memorandum and Articles or any law, public rule or regulation applicable to the Company currently in force in the British Virgin Islands.
- 3.4 The execution, delivery and performance of the Transaction Document have been authorised by and on behalf of the Company and, upon the execution and unconditional delivery of the Transaction Document by **[name person authorised to execute Transaction Document to be confirmed by reference to the Board resolutions]** for and on behalf of the Company, the Transaction Document will have been duly executed and delivered on behalf of the Company.

- 3.5 No authorisations, consents, approvals, licences, validations or exemptions are required by law from any governmental authorities or agencies or other official bodies in the British Virgin Islands in connection with:
- (a) the execution, creation or delivery of the Transaction Document by and on behalf of the Company;
 - (b) enforcement of the Transaction Document against the Company; or
 - (c) the performance by the Company of its obligations under the Transaction Document.
- 3.6 With the exception of filing fees charged by the Registry of Corporate Affairs in respect of any optional filings made at the Registry of Corporate Affairs no taxes, fees or charges (including stamp duty) are payable (either by direct assessment or withholding) to the government or other taxing authority in the British Virgin Islands under the laws of the British Virgin Islands in respect of the execution or delivery of the Transaction Document.
- 3.7 The courts of the British Virgin Islands will observe and give effect to the choice of the Relevant Law as the governing law of the Transaction Document.
- 3.8 Based solely on our inspection of the High Court Registry from the date of incorporation of the Company there were no actions or petitions pending against the Company in the High Court of the British Virgin Islands as at the time of our searches on [] 2014.
- 3.9 On the basis of our searches conducted at the Registry of Corporate Affairs and at the High Court Registry, no currently valid order or resolution for the winding-up of the Company and no current notice of appointment of a receiver over the Company, or any of its assets, appears on the records maintained in respect of the Company. It is a requirement that notice of appointment of a receiver made under section 118 of the Insolvency Act, 2003 be registered with the Registry of Corporate Affairs under section 118 of the Insolvency Act, 2003. However, it should be noted that there is no mechanism to file with the Registry of Corporate Affairs notice of an appointment of a receiver made under foreign legislation.
- 3.10 Our search at the Registry of Corporate Affairs revealed that a charge created by the Company has been registered pursuant to section 163 of the Act a copy of which is attached as Annexure C.
- 3.11 [The Registered Agent's Certificate states that the Company maintains a register of mortgages, charges and other encumbrances originally created pursuant to section 70A(2) of the IBC Act and has made entries on its register of charges maintained pursuant to section 162 of the Act copies of which are attached as annexures to the Registered Agent's Certificate, itself attached as Annexure A.]
- 3.12 The submission by the Company in the Transaction Document to the exclusive jurisdiction of the courts of England and Wales is legal, valid and binding on the Company assuming that the same is true under the governing law of the Transaction Document and under the laws, rules and procedures applying in the courts of England and Wales.
- 3.13 Service of process in the British Virgin Islands on the Company may be effected by leaving at the registered office of the Company the relevant document to be served. On the basis of our search

at the Registry of Corporate Affairs, the registered office of the Company is Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands.

- 3.14 The appointment by the Company in the Transaction Document of Peter Sullivan of Wragge Lawrence Graham & Co as its agent to accept service of process in England and Wales is legal, valid and binding on the Company assuming the same is true under the governing law of the Transaction Document.
- 3.15 The Company is subject to the jurisdiction of the courts of the British Virgin Islands and is not entitled to claim any immunity from suit or execution of any judgment on the grounds of sovereignty or otherwise.

4 Qualifications

The opinions expressed above are subject to the following qualifications:

- 4.1 To maintain the Company in good standing under the laws of the British Virgin Islands, annual filing fees must be paid to the Registry of Corporate Affairs.
- 4.2 We are not qualified to opine as to the meaning, validity or effect of any references to foreign (i.e. non-British Virgin Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations and any references to them in the Transaction Document.
- 4.3 We express no view as to the commercial terms of the Transaction Document or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations that may be made by the Company.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Transaction Document and express no opinion or observation upon the terms of any such document.

This opinion letter is addressed to and for the benefit solely of the addressee and may not be relied upon by any other person for any purpose, nor may it be transmitted or disclosed (in whole or part) to any other person without our prior written consent.

Yours faithfully

Maples and Calder

Annexure A
Registered Agent's Certificate

Annexure B
Director's Certificate

Annexure C
Charges Registrations

SCHEDULE 9
(Draft Decision Notice)

PLANNING DRAFT DECISION NOTICE



ISLINGTON

Development Management Service
Planning and Development Division
Environment & Regeneration Department
PO Box 3333

222 Upper Street
LONDON N1 1YA

Case Officer: Colin Leadbeatter

T: 0207 527 4291

E: planning@islington.gov.uk

Issue Date: 11 February 2014

Application No: P2013/3202/FUL

(Please quote in all correspondence)

Dear Sir or Madam

TOWN AND COUNTRY PLANNING ACTS

BOROUGH COUNCIL'S DECISION: Approve with conditions and legal agreement

Notice is hereby given of the above stated decision of Islington Borough Council, the Local Planning Authority, in pursuance of its powers under the above mentioned Acts and Rules, Orders and Regulations made thereunder, relating to the application / development referred to below, at the location indicated, subject to the condition(s) listed and in accordance with the plans submitted, save insofar as may be otherwise required by the condition(s).

Location:	64-66 York Way, 68 York Way, 3 Crican Street, (Formerly known as 62-68 York Way) London N1 9AG
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Application Type:	Full Planning Application		
Date of Application:	30 August 2013	Application Received:	30 August 2013
Application Valid:	30 August 2013	Application Target:	29 November 2013 PPA 30th May 2014

DEVELOPMENT:

Demolition of existing building and redevelopment to provide a ground plus six storey building , (with two basement levels), comprising hotel use (Use Class C1) with up to 408 bedrooms and retail floorspace (Use Class A1-A3) at ground level together with associated facilities, plant, landscaping and servicing. Also conservation area consent reference P2013/3207 submitted

PLAN NOS:

3326/P5, 3326/P4, 3326/P6 Rev B, 3326/P7, 3326/P8, 3326/P9, 3326/P10, 3326/P11, 3326/P12, 3326/P13 Rev B, 3326/P14 Rev B, 3326/P15 Rev B, 3326/P16 Rev B, 3326/P17 Rev B, 3326/P18 Rev A, 3326/P19 Rev B, 3326/P20 Rev A, 3326/P21 Rev A, 3326/P22 Rev A, 3326/P23 Rev A, 3326/P24 Rev A, 3326/P25 Rev A, 3326/P26 Rev B, 3326/P27 Rev B, 3326/P28 Rev B, 3326/P30 Rev A, 3326/P/31 Rev A, 3326/P/32 Rev A, Energy Assessment, Statement of Community Involvement, Ventilation Strategy Report, Foul Water & Utilities Assessment, Flood Risk Assessment, Biodiversity Assessment Report, Historic Environment Assessment, Air Quality Statement, BREEAM Pre-Certification Framework Report, Sustainable Design & Construction Statement, Daylight & Sunlight Report, Delivery & Servicing Plan, Travel Plan, Design & Access Statement

CONDITIONS:

- 1 **CONDITION:** The development hereby permitted shall begin no later than the of 3 years from the date of this permission.

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

- 2 **CONDITION:** The development hereby approved shall be carried out in accordance with the following approved drawings and information:

3326/P5, 3326/P4, 3326/P6 Rev B, 3326/P7, 3326/P8, 3326/P9, 3326/P10, 3326/P11, 3326/P12, 3326/P13 Rev B, 3326/P14 Rev B, 3326/P15 Rev B, 3326/P16 Rev B, 3326/P17 Rev B, 3326/P18 Rev A, 3326/P19 Rev B, 3326/P20 Rev A, 3326/P21 Rev A, 3326/P22 Rev A, 3326/P23 Rev A, 3326/P24 Rev A, 3326/P25 Rev A, 3326/P26 Rev B, 3326/P27 Rev B, 3326/P28 Rev B, 3326/P30 Rev A, 3326/P31 Rev A, 3326/P32 Rev A, Energy Assessment, Statement of Community Involvement, Ventilation Strategy Report, Foul Water & Utilities Assessment, Flood Risk Assessment, Biodiversity Assessment Report, Historic Environment Assessment, Air Quality Statement, BREEAM Pre-Certification Framework Report, Sustainable Design & Construction Statement, Daylight & Sunlight Report, Delivery & Servicing Plan, Travel Plan, Design & Access Statement

REASON: For the avoidance of doubt and in the interests of proper planning.

- 3 **CONDITION:** Details and samples of all facing materials shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure work commencing on site. The details and samples shall include:

- a) solid brickwork (including brick panels and mortar courses)
- b) window treatment (including sections and reveals);
- c) roofing materials;
- d) balustrading treatment (including sections);
- e) zinc cladding
- f) steel columns
- g) any other materials to be used.

The development shall be carried out strictly in accordance with the details and samples so approved, shall be maintained as such thereafter and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

REASON: In the interests of securing sustainable development and to ensure that the resulting appearance and construction of the development is of a high standard.

- 4 **CONDITION:** Notwithstanding the drawings hereby approved, updated details of the proposed roof-top structures/enclosures demonstrating a reduction in their prominence shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include the location, height above roof level, specifications and cladding and shall relate to:

- a) roof-top plant;
- b) ancillary enclosures/structure; and
- c) lift overrun

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

REASON: In the interest of good design and also to ensure that the Authority may be satisfied that any roof-top plant, ancillary enclosure/structure and/or the lift overruns do not have a harmful impact on the surrounding streetscene.

- 5 **CONDITION:** Notwithstanding the plans hereby approved the scheme shall be constructed in accordance with the principles of Inclusive Design. Plans and details confirming that these standards have been met shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include:

- a) Refuge Areas on all upper and lower floors;
- b) Cycle storage and changing facilities including:
 - i) Provision of accessible cycle storage and mobility scooter storage (with 30 minutes of fire protection);
 - ii) Ramps within cycle storage areas and servicing corridors

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

REASON: In order to facilitate and promote inclusive and sustainable communities.

- 6 **CONDITION:** Details of any external general or security lighting (including full specification of all luminaries, lamps and support structures), and the location and design of any CCTV camera equipment shall be submitted to and approved in writing by the Local Planning Authority prior to superstructure works commencing on the site.

The details shall be installed and operational prior to the first occupation of the development hereby approved and maintained as such permanently thereafter.

REASON: In the interest of protecting neighbouring and future residential amenity and existing and future habitats from undue light-spill.

- 7 **CONDITION:** Details of how the heating system and associated infrastructure shall be designed to allow for the future connection to any neighbouring heating and cooling network shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site.

The communal boiler and associated infrastructure shall be carried out strictly in accordance with the details so approved, installed and operational prior to the first occupation of the development and shall be maintained as such thereafter.

REASON: To ensure the facility is provided and so that it is designed in a manner which allows for the future connection to a district system.

- 8 **CONDITION:** The energy efficiency measures/features and renewable energy technology(s); which shall provide for no less than 40% on-site total CO₂ reduction as compared to the 2010 Building Regulations detailed within the 'Energy Strategy' shall be installed and operational prior to the first occupation of the development.

Should, following further assessment, the approved renewable energy option be found to be no-longer feasible, then a revised scheme of renewable energy provision, which shall provide for no less than 40% CO₂ reduction, shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. Those details shall include:

- a) the resulting scheme, together with any flue/stack details, machinery/apparatus location, specification and operational details;
- b) a management plan and maintenance strategy/schedule for the operation of the technologies;
- c) (if applicable) a servicing plan including times, location, frequency, method (and any other details the Local Planning Authority deems necessary);
- d) (if applicable) a noise assessment and air-quality assessment regarding the operation

of the technology; and

e) (if applicable) confirmation that ground source heat pumps and ground source cooling system shall be a 'closed loop' system and shall not tap or utilise ground water / aquifer.

The final agreed scheme shall be installed and operational prior to the first occupation of the development and shall be maintained as such thereafter.

REASON: In the interest of sustainable development and to ensure that the Local Planning Authority may be satisfied that CO2 emission reduction targets by energy efficient measures/features and renewable energy are met.

- 9 **CONDITION:** Detailed design of the proposed servicing area, including the provision of an on-street servicing bay, and the associated changes to the existing parking bay provision on Crinan Street, shall be submitted to and approved by the Local Planning Authority prior to superstructure works commencing on site.

The servicing arrangement shall be developed with the occupants of 4 & 6 Crinan Street (The Macmillan Building) in order to deliver a unified servicing arrangement. Information demonstrating this collaboration should be submitted as part of any approval of details application.

The information should include a Delivery and Servicing Management Plan.

The development shall not be occupied unless and until the servicing area for loading/unloading, turning, parking and vehicular access have been constructed, made available for their intended use and appropriately line-marked and/or signs erected.

REASON: The vehicle facilities are considered to form an essential element of the development, without which the scheme would have a harmful impact on both residential amenity and the free-flow and safety of traffic and the public highways.

- 10 **CONDITION:** The ground floor retail (use class A1-A3) units hereby approved shall be laid out in such a way that at least one unit shall be no greater than 80m² in floor area.

REASON: To provide units of a size more affordable to small and independent shops.

- 11 **CONDITION:** No development shall take place unless and until a Green Procurement Plan has been submitted to and approved in writing by the Local Planning Authority. The Green Procurement Plan shall demonstrate how the procurement of materials for the development would promote sustainability: use of low impact, sustainably sourced, reused and recycled materials, including reuse of demolition waste.

The development shall be constructed strictly in accordance with the Green Procurement Plan so approved.

REASON: To ensure sustainable procurement of materials which minimises the negative environmental impacts of construction.

- 12 **CONDITION:** The development shall achieve a BREEAM 2008 Whitbread Tailored Criteria rating of no less than 'Excellent'.

REASON: In the interest of addressing climate change and to secure sustainable development.

- 13 **CONDITION:** The biodiversity (green/brown) roof(s) shall be:

- a) biodiversity based with extensive substrate base (depth 80-150mm);
- b) laid out in accordance with plan 3326/P13 Rev A hereby approved; and
- c) planted/seeded with a mix of species within the first planting season following the practical completion of the building works (the seed mix shall be focused on wildflower

planting, and shall contain no more than a maximum of 25% sedum).

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

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

REASON: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity.

- 14 **CONDITION:** Details of a drainage strategy for a sustainable urban drainage system shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall be based on an assessment of the potential for disposing of surface water by means of appropriate sustainable drainage systems and be designed to maximise water quality, amenity and biodiversity benefits. The submitted details shall include the scheme's peak runoff rate and storage volume and demonstrate how the scheme will aim to achieve a greenfield run off rate (100L/sec/ha) and at minimum achieve a post development run off rate of 50L/ha/sec. The drainage system shall be installed/operational prior to the first occupation of the development.

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

REASON: To ensure that sustainable management of water and minimise the potential for surface level flooding.

- 15 **CONDITION:** Details of the rainwater and greywater recycling system shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing onsite.

The details shall demonstrate the maximum level of recycled water that can feasibly be provided to the development.

The rainwater and greywater recycling system shall be carried out strictly in accordance with the details so approved, installed and operational prior to the first occupation of the building to which they form and shall be maintained as such thereafter.

REASON: To ensure the sustainable management and use of water, and to minimise impacts on water infrastructure, potential for surface level flooding.

- 16 **CONDITION:** Details of no less than 4 (total) bird and bat nesting boxes / bricks shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include the exact location, specification and design of the habitats.

The nesting boxes / bricks shall be provided strictly in accordance with the details so approved, installed prior to the first occupation of the building to which they form part or the first use of the space in which they are contained and shall be maintained as such thereafter.

REASON: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity.

- 17 **CONDITION:** The design and installation of new items of fixed plant shall be such that when

operating the cumulative noise level $L_{Aeq T}$ arising from the proposed plant, measured or predicted at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at least 5dB(A) below the background noise level $LAF90 T_{bg}$.

The measurement and/or prediction of the noise should be carried out in accordance with the methodology contained within BS 4142:1997.

REASON: To ensure that the development does not have an undue adverse impact on nearby residential amenity or business operations.

- 18 **CONDITION:** Noise emitted from any part of the premises through the operation of the use shall not increase the current background levels, measured as an $LA90$ (one hour) day and $LA90$ (five minutes) night at one metre from the nearest noise sensitive facade.

REASON: In order to protect residential amenity.

- 19 **CONDITION:** All lifts serving the hotel accommodation hereby approved shall be installed and operational prior to the first occupation of the hotel floorspace hereby approved.

REASON: To ensure that inclusive and accessible routes are provided throughout the hotel floorspace at all floors and also accessible routes through the site are provided to ensure no one is excluded from full use and enjoyment of the site.

- 20 **CONDITION:** The ground floor retail/ professional services / caf?/ restaurant ($A1/A2/A3$) hereby approved shall not operate except between the hours of 08:00 and 23:00 on any day unless otherwise agreed in writing with the Local Planning Authority.

Outdoor tables and chairs associated with the $A1-A3$ uses at ground floor level shall be used between 9am ? 10pm only unless otherwise approved in writing by the Local Planning Authority.

REASON: To ensure that the operation of the retail units do not unduly impact on residential amenity.

- 21 **CONDITION:** The window glass of all ground floor retail units shall not be painted, tinted or otherwise obscured and no furniture or fixings which may obscure visibility above a height of 1.4m above finished floor level shall be placed within 2.0m of the inside of the window glass.

REASON: In the interest of securing passive surveillance of the street, an appropriate street frontage appearance and preventing the creation of dead/inactive frontages.

- 22 **CONDITION:** No development shall take place unless and until a Construction Management Plan (CMP) and Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority following consultation with Transport for London.

The CMP and CLP shall update the Draft Construction Management Plan as submitted as part of the application hereby approved, while also providing the following additional information:

1. identification of construction vehicle routes;
2. how construction related traffic would turn into and exit the site
3. details of banksmen to be used during construction works
4. the parking of vehicles of site operatives and visitors;
5. loading and unloading of plant and materials;
6. storage of plant and materials used in constructing the development;
7. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
8. wheel washing facilities;
9. measures to control the emission of dust and dirt during construction;
10. a scheme for recycling/disposing of waste resulting from demolition and construction

works.

The development shall be carried out strictly in accordance with the approved CMP and CLP throughout the construction period.

REASON: In order to secure highway safety and free flow of traffic on York Way and Wharfedale Road, local residential amenity and mitigate the impacts of the development.

- 23 **CONDITION:** Full details of refuse/recycling storage locations, dimensions, collection arrangements and management shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of superstructure works.

The approved details shall be installed prior to the first occupation of the development and collection and management practices be carried out in accordance with the details so approved permanently thereafter.

REASON: To secure the necessary physical waste enclosures to support the development and to ensure that responsible waste management practices are adhered to.

- 24 **CONDITION:** Further details of the 'art installation' approved to the Wharfedale Road elevation shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of any building on the site. The details shall confirm the size, design, materials, colour scheme and means of attachment, including maintenance.

The 'art installation' shall be installed in accordance with the details so approved and maintained as such permanently thereafter prior to first occupation of the development.

REASON: To ensure that the Authority may be satisfied with the external appearance of the building.

- 25 **CONDITION:** Other than any pipes shown on the plans hereby approved, no additional plumbing, down pipes, rainwater pipes or foul pipes shall be located/fixed to any elevation(s) of the buildings hereby approved.

Should additional pipes be considered necessary the details of those shall be submitted to and approved in writing by the Local Planning Authority prior to installation of any such pipe.

REASON: The Local Planning Authority considers that such plumbing and pipes would detract from the appearance of the building.

- 26 **CONDITION:** In the event of a buried heritage asset being found during site clearance or construction works no further works (including demolition works) shall take place on site unless and until the applicant has undertaken a programme of building recording and historic analysis, which considers building structure, architectural detail and archaeological evidence along with details of mitigation and asset protection.

This shall be undertaken in accordance with a written scheme of investigation submitted by the applicant and approved by the Local Planning Authority.

REASON: Built heritage assets of archaeological interest may survive on the site. The Local Planning Authority (in conjunction with English Heritage) wishes to secure the protection of archaeological assets if they are discovered

- 27 **CONDITION:** All service vehicle deliveries / collections / visits to and from the development hereby approved must not take place outside hours of:

Monday - Friday 07:00 to 20:00; and
Saturdays 08:00 to 20:00; and
Sundays and Public Holidays 10:00 to 17:00

REASON: To ensure that resulting servicing arrangements do not adversely impact on existing and future residential amenity.

- 28 **CONDITION:** No superstructure works shall be commenced unless and until a feasibility study analysing the potential for the connection to a nearby energy district heating network (or other network) has been submitted to and approved in writing by the Local Planning Authority.

Should the study demonstrate that a connection is:

a) technically and practically feasible then full details of the connection and infrastructure including the level of CO2 reduction which would be achieved by such a connection shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing onsite;

or

Should the study demonstrate that a connection is:

b) not technically and practically feasible - then the scheme of on-site renewable energy provision as detailed under the Energy and Sustainability Statement and conditions herein shall be implemented.

Should the connection be found feasible, the connection shall be provided and operational prior to the first occupation of the development hereby approved and maintained as such thereafter.

REASON: To ensure investigation into the potential connection to a nearby district energy network and to secure the on-site provision of the maximum amount of energy efficiency technology should this not be feasible.

- 29 **CONDITION:** A Hotel Management Plan shall be submitted to and approved by the Local Planning Authority prior to the hotel use first commencing. The management plan shall contain details of:

- a) A full dispersal policy and procedure;
- b) Door policy;
- c) Signs to request patrons to leave in a quiet manner and not to loiter in the street outside;
- d) Servicing and delivery times/arrangements;
- e) Bottling out and waste management noise and times;
- f) Control of noise from any designated smoking areas;
- g) Control of noise from amplified music within the building;
- h) Close down policy with gradual lowering of music volume and increasing of lighting;
- i) Security and any proposed CCTV;
- j) Lighting (and security lighting);
- k) Capacity (of each use);
- l) Visitor Accommodation Operation;
- m) Phasing of closure of uses (i.e. operating hours of individual uses within the site);
- n) Private hire functions;
- o) An enforcement strategy for dealing with any breaches of the scheme;
- p) Coach parking arrangements; and
- q) Any other relevant operation of the site.

REASON: To ensure that the resulting arrangements do not adversely impact on existing and future residential amenity, safety and security of the surrounding area.

- 30 **CONDITION:** Details of proposed flues / extraction systems for the restaurant/retail units at

ground floor level hereby approved shall be submitted to and approved in writing by the Local Planning Authority prior to any works commencing on the unit to which they relate.

The filter systems of the approved flue / extraction units shall be regularly maintained and cleaned; and any filters and parts requiring cleaning or replacement shall be easily accessible.

The flues/extraction systems shall be carried out strictly in accordance with the details so approved, installed and operational prior to the first occupation of the commercial units to which they relate and maintained as such thereafter.

REASON: In the interest of protecting future residential amenity and the appearance of the resulting building(s).

- 31 **CONDITION:** No demolition shall take place unless and until a contract for the associated re-development of the site in accordance with the planning permission hereby approved has been secured and submitted to and agreed by the Local Planning Authority.

REASON: To prevent premature demolition and resulting impact of a vacant site on the character and appearance of the King's Cross CA in accordance with the NPPF in particular policy 12 which seeks to conserve and enhance the historic environment, policy 7.8 of the London Plan 2011 which seeks to sustain and enhance the significance of heritage assets and policy CS9 of Islington's Core Strategy 2011 which seeks to protect and enhance Islington's built and historic environment.

- 32 **CONDITION:** No development/demolition works shall be commenced unless and until details of the following works are submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site:

- a) Any necessary remedial land contamination works arising from the land contamination investigation.

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

REASON: Given the history of the site the land may be contaminated, investigation and potential remediation is necessary to safeguard the health and safety of future occupants.

- 33 **CONDITION:** Prior to the development commencing, a Tree Protection Plan (TPP) shall be submitted to and agreed in writing by the Local Planning Authority.

The TPP shall indicate the trees that are to be retained and protected in accordance with BS 5837 2012 'Trees in Relation to Demolition, Design and Construction by the erection of protective hoarding.

The hoarding shall consist of a rigid, exterior grade ply high sterling board.

For the duration of the demolition and construction work no access to this hoarded off area is to be permitted without the express written authority of the local planning authority.

No materials, chemicals or noxious substances are to be stored or used within this hoarded off area. No plant, machinery, digging vehicles, to be allowed within the hoarded area or under the canopy spread of the tree, for the period of any demolition or construction activities

on site.

REASON: In the interest of the protection of trees and to safeguard visual amenities.

- 34 **CONDITION:** The secure internal cycle parking provision as shown on drawing 3326/P6 Rev B hereby approved shall be installed as shown prior to first occupation of the development hereby approved.

REASON: To ensure adequate cycle parking is available and easily accessible on site and to promote sustainable modes of transport.

- 35 **CONDITION:** An updated Transport Assessment including details of the existing Cycle Lane provision on York Way and Wharfedale Road shall be submitted to and approved by the Local Planning Authority in consultation with Transport for London prior to superstructure works first commencing on site.

REASON: In order to ensure the scheme would not have a harmful impact on both residential amenity and the free-flow and safety of motorized traffic and cycles and the public highways.

- 36 **CONDITION:** No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimize the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

REASON: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure; therefore information is required in order to ensure no such damage occurs.

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

- 1 To assist applicants in a positive manner, the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website.

A pre-application advice service is also offered and encouraged.

The LPA and the applicant have worked positively and proactively in a collaborative manner through both the pre-application and the application stages to deliver an acceptable development in accordance with the requirements of the NPPF.

The LPA delivered the decision in a timely manner in accordance with the requirements of the NPPF.

2 **SECTION 106 AGREEMENT**

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

3 **DEFINITION OF ?SUPERSTRUCTURE? AND ?PRACTICAL COMPLETION?**

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

- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the Mayor of London's Community Infrastructure Levy (CIL). This would be calculated in accordance with the Mayor of London's CIL Charging Schedule 2012. One of the development parties must now assume liability to pay CIL by submitting an Assumption of Liability Notice to the Council at cil@islington.gov.uk. The Council would then issue a Liability Notice setting out the amount of CIL that is payable.

Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed. The above forms can be found on the planning portal at:

www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Pre-Commencement Conditions:

These conditions are important from a CIL liability perspective as a scheme would not become CIL liable until all of these unidentified pre-commencement conditions have been discharged.

- 5 Materials procured for the development should be selected to be sustainably sourced and otherwise minimise their environmental impact, including through maximisation of recycled content, use of local suppliers and by reference to the BRE's Green Guide Specification.
- 6 The LPA and the applicant have worked positively and proactively in a collaborative manner through both the pre-application and the application stages of the development to deliver an acceptable development in line with the NPPF.
- 7 **ROLLER SHUTTERS**
The scheme hereby approved does not suggest the installation of external rollershutters to any entrances or ground floor glazed shopfronts. The applicant is advised that the council would consider the installation of external rollershutters to be a material alteration to the scheme and therefore constitute development. Should external rollershutters be proposed a new planning application must be submitted for the council's formal consideration.
- 8 To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan 2011 Table 6.1 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012, the applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation and construction methods.

Certified that this document contains a true record of a decision of the Council

Yours faithfully

KAREN SULLIVAN
SERVICE DIRECTOR - PLANNING AND DEVELOPMENT
AND PROPER OFFICER

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



Authorised Officer

66422
[Signature]

EXECUTED AS A DEED)
by CAMARGUE)
DEVELOPMENTS)
LIMITED)
acting by

[Signature]
.....

Director

[Signature]
.....

Director/Secretary

EXECUTED as a **DEED** by

PAUL STEPHEN INMAN

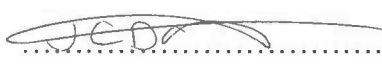
duly authorised attorney for and on behalf of

PREMIER INN OCHRE LIMITED

in the presence of:



WITNESS: JESSICA DAVIES

Signature: 

Name (in
block
capitals)

Address: 1 SCOTT PLACE

2 HARDMAN STREET

MANCHESTER M3 3AA

Occupation: TRAINEE SOLICITOR

Signed as a Deed by
BARRY WILLIAMS-J
as attorney for Coutts & Company
under a power of attorney
dated
in the presence of:



Witness: 

Name: Darren Murphy

Address: 440 Strand, London, WC2R 0QS

Occupation: Bank Official