

G24 Section 106 Agreement Template

**TEMPLATE AGREEMENT FOR INDICATIVE PURPOSES ONLY
CLAUSES MAY BE VARIED IN INDIVIDUAL AGREEMENTS**

DATED

200X

(1) THE OWNER

and

(2) THE MORTGAGEE

and

**(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HACKNEY**

A G R E E M E N T

relating to land known as

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

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S:plan/ab/s106s/****/v.1 05-01-06

THIS AGREEMENT is made the day of

B E T W E E N:

1. **THE OWNER** (Company Registration No. []) whose registered office is at [](hereinafter called "the Owner") of the first part

2. **THE MORTGAGEE** (Company Registration No. []) of [] (hereinafter called "the Mortgagee") of the second part

3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number [] [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the development of the Property was submitted to the Council and validated on [] and the Council resolved to grant permission conditionally under reference number [] subject to conclusion of this legal Agreement.
- 1.4 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as Mortgagee under a legal charge registered under Title Number and dated [] (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

- 2.3 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council to persons who cannot afford to occupy homes available in the open market
- 2.4 "Affordable Housing Units" the residential units comprising 50 % of the habitable rooms within the Development to be secured as Affordable Housing (being x 1-bedroom x 2 bedroom x 2 bedroom (disabled) x 4 bedroom units and x 6 bedroom units) these to be made up of (a) [] x 1-bedroom x 2 bedroom x 2 bedroom (disabled) x 4 bedroom units and x 6 bedroom units) units shown edged in [] on plan [] annexed hereto to be secured as Social Rented Housing ("the Social Rented Housing Units") and (b) the x 1-bedroom x 2 bedroom x 2 bedroom (disabled) x 4 bedroom units and x 6 bedroom units the same are shown edged [] on Plans [] annexed hereto to be secured as Intermediate Housing ("the Intermediate Housing Units")
- 2.5 "the Affordable Workspace Unit" the [] square metres of floorspace within the [] of the Commercial Floorspace as the same is shown edged in [] on Plan [] to be provided as part of the Development to a Workspace Provider as a single unit at a rent which shall be for no less than 50% of the open market value (to be agreed between the Parties in accordance with Clause 6.2 of this Agreement) excluding insurance VAT and all other charges
- 2.6 "the Application" a planning application in respect of the development of the Property submitted to the Council and validated on [] for which a resolution to grant permission has been passed conditionally under reference number subject to conclusion of this Agreement
- 2.7 "the Commercial Floorspace" the A1 (shops and general retail) A2 (financial and professional services) and B1 floorspace ("the B1 Element") to be constructed as part of the Development

- as shown edged [] on Plan [] attached hereto and forming part of the Application
- 2.8 “Community Working Group” a working group to be convened in accordance with the requirements of Clause [] being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the construction phase of the Development during a period being between (a) the date 3 months prior to the Implementation Date and (b) the date three months after the Practical Completion of the Development (such period to be referred to herein as "the Construction Phase") so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development
- 2.9 “the Contributions” the Education Contribution, the Employment and Training Contribution, the Environmental Contribution, the Highways Contribution and the Traffic Study Contribution
- 2.10 "the Development" GIVE DESCRIPTION IN FULL (“the Residential Development”) and (b) (“the Commercial Development”)
- 2.11 “the Education Contribution” the sum of £ ([] thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Hackney
- 2.12 “the Employment and Training Contribution” the sum of £ ([] hundred thousand pounds) to be applied by the Council in the event of receipt towards local employment and training initiatives in the London Borough of Hackney
- 2.13 “the Environmental Contribution” the sum of £[] ([] hundred thousand pounds) to be applied by the Council in the event of receipt for carrying out of

- environmental improvements in the London Borough of Hackney
- 2.14 "The Green Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Commercial Development incorporating the elements set out in the [First] Schedule hereto with a view to inter alia reducing trips by staff, students and visitors in motor vehicles to and from the Commercial Development promoting the use of environmentally friendly transport and minimising the impact of service vehicle deliveries when servicing the Development
- 2.15 "Highways Contribution" the sum of £[] ([] thousand pounds) to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the reconstruction of the footway around the street frontages of the Property repaving and lighting works to [] and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.16 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.17 "Intermediate Housing " Affordable Housing available for rent or shared ownership to any people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan (subject to annual reviews), such people being Key Workers or falling within such other categories of Affordable Housing as the Council (acting under and in accordance with the requirements of this Agreement) may agree in writing
- 2.18 "Key Workers" any person who as the commencement of their occupancy is in need of intermediate housing in terms set

- out in paragraph 3.26 of the London Plan (subject to annual reviews), and to comply with the definition of “Key Workers” set out from time to time by the Housing Corporation and/or the ODPM or any subsequent relevant statutory authority
- 2.19 "Occupation Date" the first date when any part of the Development is occupied (and “Occupied” and “Occupation” shall be construed accordingly)
- 2.20 “the Parties” mean the Mayor and Burgesses of the London Borough of Hackney the Owner and the Mortgagee
- 2.21 “Planning Obligations Monitoring Officer” a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.23 "the Property" the land known as [] the same as shown edged in red on Plan 1 annexed hereto
- 2.24 "Registered Social Landlord" a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council governing the occupation of the Affordable Housing created as part of the Development
- 2.25 “Residents’ Parking Bay” a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.26 "Residents’ Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.27 “Residential Development ” the whole of the Development save for the Commercial Floorspace

- 2.28 “Social Rented Housing” Subsidised Affordable Housing available for rent and to be managed by a Registered Social Landlord who has entered into a nominations agreement with the Council governing nominations by the Council through its housing allocation scheme to one hundred per cent of the Social Rented Housing Units
- 2.29 “Use Classes Order” the schedule to the Town & Country Planning (Use Classes) Order 1987 (as amended)
- 2.30 “Traffic Study Contribution ” the sum of [£] [thousand pounds] [TBA] to be applied by the Council in the event of receipt to the finding of a study to assess parking stress [in the vicinity of the Property] and the need for a Controlled Parking Zone in that area
- 2.31 “Workspace Provider” any one of the organisations from the list of providers submitted to the Owner by the Council following completion of this Agreement.

3. NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990, Section 278 of the Highways Act 1980, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 2 of the Local Government Act 2000, Section 16 of the Greater London (General Powers) Act 1974 and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses [1, 2, 3, 5 and 6] hereof all of which shall come into effect on the date hereof the covenants

undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with clause 4 for all relevant purposes.

4 OBLIGATIONS OF THE OWNER

The Owner covenants with the Council as follows:

4.1 The Green Travel Plan

- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the Green Travel Plan.
- 4.1.2 Not to Implement the Development nor permit Implementation of the Development until each of the documents referred to in sub-Clause [] has been approved by the Council (as demonstrated by written notice to that effect).
- 4.1.3 After the Occupation Date not to Occupy or permit Occupation of any part of the Commercial Floorspace at any time when the terms of the Green Travel Plan as approved by the Council are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.2 The Contributions

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Contributions in full.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received each of the Contributions in full.
- 4.2.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum")) expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.2.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said notice pay to the Owner the amount of the shortfall.

4.3 Architect

4.3.1 The Owner for itself and those deriving title from it hereby covenants not to submit any further drawings required to be submitted under, nor Implement or carry out any works forming part of the Construction Phase of, the Planning Permission unless [] has been employed by the Owner or those deriving title from it as project architect PROVIDED THAT he is in practice as an architect unless otherwise agreed by the Council in writing.

4.4 Local Employment

4.4.1 In carrying out the works comprised in the Development and in the subsequent operation of the Development the Owner shall (i) use its reasonable endeavors to secure local labour for no less than 25% of the residents of the London Borough of Hackney and (ii) the Owner shall ensure that the following specific steps shall be carried out by the owner or its contractor for the Development:

- (a) notifies the Hackney Construction Recruitment Centre of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (b) supplies Hackney Construction Recruitment Centre with a full labour programme for the lifetime of the Development demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Hackney;
- (c) shall have an active programme for recruiting and retaining apprentices in various trades throughout the duration of works forming part of the Development and as a minimum to provide at least one apprentice place per £1 million of construction contract value;
- (d) shall have an active programme for recruiting and retaining "Adult improvers" (these being people aged over 18 who have completed training courses to NVQ 2 level in multi-skilling or a specific construction trade, who are CSCS and Health and Safety registered and who will benefit from site and work experience) such programme to provide as a minimum at least 1 adult improver place per £2 million of construction contract value;
- (e) providing the Council with a detailed monthly labour return for monitoring the

employment and self employment profile of all workers employed in connection with the Development;

- (f) supplying the Hackney Construction Recruitment Centre with a full procurement plan identifying the services and materials that will be sourced for the lifetime of the project.

4.5 Training Opportunities

4.5.1 During the period of the main construction works comprised in the Development the Owner shall use all reasonable endeavours to provide 2 (two) training opportunities on site for trainees resident within the London Borough of Hackney and specifically to carry out the following measures prior to the posts being filled:

- (a) to work in partnership with the Council's Construction Employment Team and the Council's Education Service (the Learning Trust) to promote and advertise the training places to potential candidates;
- (b) to advertise the positions in Hackney Gazette and Hackney Today Newspapers; and
- (c) to notify the posts to the Council's Assistant Director of Planning or its nominee.

4.6 Affordable Housing

4.6.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.6.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing for occupation pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Development Plan for the time being and specifically that the Social Rented Housing Units are used occupied and retained for no other purpose than for Social Rented Housing by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure for such units.

- 4.6.3 Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notice from the Council to the effect that in the reasonable opinion of the Council:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause [] hereof.
- 4.6.4 Subject always to clause [] the Registered Social Landlord or the Council or the Owner Estate shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord or any other body organization or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.
- 4.7 **The Affordable Workspace**
- 4.7.1 At its own expense to commence and complete all works of construction to shell and core finish to provide the Affordable Workspace Unit and to give notice to the Council on or prior to the date such works have been substantially completed specifying that such works have been or are about to be substantially completed.
- 4.7.2 Not to Occupy or permit Occupation of any part of the Residential Development save for the Affordable Housing Units until such time as the Owner has received written notice from the Council to the effect that in the reasonable opinion of the Council the Affordable Workspace Unit has been constructed and fitted out to shell finish [and is available for letting] as accommodation suitable for use within Class B1 or B8 of the Use Classes Order.
- 4.7.3 Following compliance with the provisions of clause [] above and subject to the provisions of sub-clause clause [] below to use all reasonable endeavours to ensure that the Affordable Workspace Unit is let as a whole to a Workspace Provider as single units at a rent which shall be for no less than 50% of the open market value (to be agreed between the Parties in accordance with Clause [] of this Agreement) excluding insurance VAT and all other charges.
- 4.7.4 Not to Occupy or permit the Occupation of the Affordable Workspace Unit save by a Workspace Provider as single units at a rent which shall be for no less than 50% of the open market value (to be agreed between the Parties in accordance with Clause [] of this Agreement) excluding insurance VAT and all other charges.

4.8 Management of the Construction Phase

The Owner covenants with the Council as follows:

4.8.1 From the commencement of the Construction Phase and at its own expense:

- (a) To convene the Community Working Group from such persons (subject to a maximum of 10 people) as the Council shall nominate as having a direct interest in the carrying out of the Development including representatives of local resident and or local residents associations, local business or business organisations and local schools
 - (i) to procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Community Working Group and shall attend all meetings of the group
 - (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the construction phase such person or his representative to organise and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property
- (b) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group
- (c) to ensure that meetings of the Community Working Group shall take place every month during the construction phase (unless otherwise agreed)

ALWAYS PROVIDED that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) shall be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides

- (d) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting)
- (e) in the event of the majority of members of the Community Working Group (having particular regard to the national Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the construction phase (each member of the group having one vote on any motion proposed) to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner, the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case
- (f) to provide at its own expense throughout the Construction Phase (1) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the construction phase during all periods of construction activity and an answerphone service outside periods of construction activity (2) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them)
- (g) to ensure that throughout the construction phase that the Commercial Development and the Residential Development shall not be carried out otherwise than in accordance with the Code of Construction Practice as approved and save in so far as any requirements of the Code of Construction Practice may be varied by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974 and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable or provide the Council with a notice setting out the reasons for non-compliance and, unless agreement can be reached with the Council as to how to deal with the breach it shall cease to carry out the Commercial Development

or the Residential Development (as the case may be) until such notice is complied with.

4.9 **Car Free Housing**

4.9.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential units forming part of the Residential Development each new resident of the development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.9.2 The Owner for itself and its successors in title to the Residential Property hereby acknowledges that the provision in Clause [] above will remain permanently.

5 **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference [] the date upon which the residential units forming the Development are ready for occupation.

5.2 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

5.5 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.6 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.7 All Contributions costs and expenses payable to or by the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6 IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Hackney, Planning Obligations Officer, Property and Environment Department, Dorothy Hodgkin House, 12 Reading Lane, London E8 1HJ quoting the planning reference number 2002/1048 and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Planning and Building Control Service Unit.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council (i) its legal costs incurred in preparing this Agreement and (ii) a one off monitoring contribution of [£500 PER HEAD OPF TERM OF THE AGREEMENT] on or prior to the date of completion of the Agreement.

- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 The Parties hereto shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and in particular the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner's possession at the expense of either owner for the purposes of monitoring compliance with the obligations contained herein
- 6.6 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clause 4.10 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- (i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document

covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.

- (ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord who is willing and able to take a transfer of the Affordable Units
- (iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above (“the Specified Period”) on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4.10 hereof.

6.10 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Sub Clause 4.10 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council’s reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant shall be applied exclusively for the provision of Affordable Housing within the London Borough of Hackney.

6.11 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM Land Registry as provided in Clause 6.4 hereof

6.12 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
[] LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
[])
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HACKNEY was hereunto)
affixed by Order:-)

.....
Authorised Signatory

THE GREEN TRAVEL PLAN

Part I: Components of the Green Travel Plan

The Green Travel Plan will be a basis for promoting sustainable travel to and from the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that ... “The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations”

(For further advice on developing a Green Travel Plan see “A travel plan resource pack” which is available from ETSU on 0800 585794 or see the DTLR’s travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm).

The Owner will implement the Green Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion

1. annual review and monitoring of the Property’s accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property’s accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Green Travel Plan available to staff and members at the Development.
3. ongoing senior management commitment and consultation with staff and occupants of the Property
4. a designated staff travel co-ordinator within the Development to be responsible for implementing the Green Travel Plan
5. a communications strategy within the Development about the benefits of the Green Travel Plan.

Emission/vehicle reduction initiatives

1. use of alternatively–fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener- fuelled vehicle grants

2. establishment of electric vehicle recharging points
3. review and development of criteria to reduce car allowances
4. measures to prevent the use of staff car parking and permits in and around the Development
5. setting up and continuing operation of a work place green vehicles pool for work related trips

Public Transport Initiatives

1. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.transportforlondon.gov.uk/www.nationalrail.co.uk).
2. Provide staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams.
3. Work with the Council and public transport operators to improve routes.

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking;
2. Changing and showering facilities;
3. Cycle allowance for work-related journeys;
4. Cycle and equipment loans and insurance;
5. Cycle repair facilities;
6. Cycle pool for work-related journeys
7. Work with the Council to improve cycle routes to/from work sites

Other initiatives

1. Encourage walking through the provision of information on the best pedestrian routes to and from the work site for staff and visitors;
2. Consider the use of partial homeworking/teleworking/teleconferencing;
3. Use taxis as appropriate;

PART II: Service Management Plan

1. Deliveries to the Development shall not take place between the hours of 08.00 to 09.30 or between the hours of 17.00 to 19.00 Mondays to Fridays.
2. Outside these hours, deliveries will be strictly scheduled to ensure the efficient use of available time via controlled arrival/departures and where possible multiple purpose deliveries shall be undertaken to ensure reduced servicing to the Development.
3. Vehicle engines will be switched off as soon as practicable on arrival at the premises and will only be restarted when the vehicle is ready to leave, when loading and unloading has been completed.

PART III: Review and Monitoring of the Green Travel Plan

The Owner shall ensure that the Green Travel Plan contains arrangements for the review and monitoring of the Green Travel Plan to be carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**
The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.
2. **Consultation with employees**
This will involve meeting employees of the Development to promote the concept of a Green Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.
3. **User/ Employee Consultation and Travel Surveys**
This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable

transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Green Travel Plan.

5. **Monitor and Review**

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Green Travel Plan is maximising the use of sustainable transport.

Questions

Please contact the Planning Service if you have any queries about the information provided in this document, or have any further questions.

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