

SECTION 4: COMMERCIAL APPENDICES

Confidential

SW2 Enterprise Centre: Final Tender

Appendices

A4.1 Latest version of Development Agreement

i Title Plans (1-10)

ii Programme of Works

iii Measurement Plans

iv Employers Requirements

v Appraisal

vi Local Labour Statement

vii Heads of Costs

A4.1 Latest version of Development Agreement

Dated 2013

- (1) The Mayor and Burgesses of the London Borough of Lambeth
- (2) [Kajima Lambeth Regeneration Partnership]¹
- (3) Kajima Partnerships Limited

[Draft] Development agreement

relating to development of SW2 Enterprise Centre,

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¹ Please specify exact entity – [entity to be incorporated if bid is successful. Will be 100% owned by the Guarantor.](#)
man_003\1685283\7
[3 September 2013](#) ~~30 August 2013~~ buchanm

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Documents attached to this Agreement

1. Plan[s] numbered 1-10{DESCRIPTION}
2. [Programme of Works]
3. [Measurement Plans]
4. Employer's Requirements
5. Appraisal
6. Local Labour Statement
- ~~7.~~ CPO Plan
- ~~8-7.~~ Heads of Costs

PARTICULARS

Date	
Council	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH of Lambeth Town Hall, Brixton Hill, London SW2 1RW.
Developer	[KAJIMA LAMBETH REGENERATION PARTNERSHIP LIMITED (registered number []) whose registered office is at []].
Guarantor	KAJIMA PARTNERSHIPS LIMITED (registered number 03841821) whose registered office is at 55 Baker Street, London, W1U 8EW.
Adjusted Developer's Payment	The sum calculated and payable pursuant to paragraph 10 of part 2 of schedule 8 .
24 Porden Road	The buildings forming part of the land shown edged red on Plan --- 5 comprising part of a title number --- TGL77987 .
Council's Representative	[NAME] of [ADDRESS] or such other person as the Council may appoint and notify in writing to the Developer.
Council's Solicitors	Eversheds LLP of Eversheds House, 70 Great Bridgewater Street, Manchester M1 5ES (Ref: P.MAJB.048709.010035) or such other solicitors as the Council may appoint and notify in writing to the Developer.
Developer Liability Cap	the sum being 13.953% of the initial Maximum Commitment prior to agreement of the Maximum Commitment, then 13. 953-53 % of the Maximum Commitment and "Developer's Liability Cap" shall be construed accordingly
Developers Payment	the sum equivalent to 6.977% of the Maximum Commitment (which is 7.5% of the element of the Maximum Commitment settled between the parties

before the Developer's' Payment is added to it).

Developer's Solicitors	Lawrence Graham of 4 More London Riverside, London, SE1 2AU (Ref: Mark Mallon) or such other solicitors as the Developer may appoint and notify in writing to the Council.
Development Management Fee	the sum of 2.50% of the Building Contract Sum payable in monthly instalments (plus a further 0.625% of the Building Contract Sum where the Unconditional Date has not occurred by the second anniversary of this Agreement) from the date of this Agreement as more particularly detailed at paragraph 11 of part 2 of Schedule 8 until the earlier of : (a) Date of Practical Completion (b) the date that this Agreement is terminated because the Overarching Conditions and/or the SW2 Enterprise Centre Development Conditions are not all satisfied or waived (as the case may be) as is more particularly detailed in clause 3 at paragraphs [] of Schedule 8 ; or (c) the date this Agreement is terminated by the Council pursuant to the provisions of this Agreement.
SW2 Enterprise Centre Site	The part of the Site edged red on Plans --- 1, 2, 6 and 9 .
SW2 Enterprise Centre Development	the (a) construction on the SW2 Enterprise Centre Site of an office building having a Net Internal Area as settled between the parties to this Agreement pursuant to the terms of this Agreement; (b) construction on the SW2 Enterprise Centre Site of all ancillary service areas, access roads, landscaping works and other facilities; (c) remodelling and works of refurbishment to the Town Hall; (d) (if required by the Council) works of fitting out

to the SW2 Enterprise Centre Development;

to be more particularly described and shown in the SW2 Enterprise Centre Specification and the SW2 Enterprise Centre Development Plans.

SW2 Enterprise Centre Surplus Property

The part of the Site ~~excluding the SW2 Enterprise Centre Site shown~~ edged ~~red~~ on Plans ~~3 and 5~~ ~~}; [DN: Kajima to provide all plans in bid.]~~

Hambrook House

The buildings shown edged ~~red~~ ~~excluding the part edged green~~ on Plan ~~7~~ comprised in title number ~~LN231407~~. ~~[DN: Kajima to provide all plans in bid.]~~

Hambrook House West

The buildings ~~forming part of the the land~~ shown edged ~~red~~ on Plan ~~5~~ ~~comprised comprising in part of~~ title number ~~TGL77987 and Hambrook House East is the land shown edged red on Plan 8 comprising part of title number TGL77987.~~

Ivor House

The buildings shown edged ~~red~~ on Plan ~~3~~ ~~comprised comprising part of in~~ title number ~~TGL77987~~.

Longstop Date

The date three years from the date of this Agreement (subject to the Council's right to pause this agreement with the subsequent extension of the Longstop Date as set out in ~~schedule 87~~) or where the Council has to exercise its compulsory purchase powers pursuant to the terms of this Agreement, four years from the date of this Agreement.

Initial Maximum Commitment

~~£63,500,000.00~~ ~~}; Sixty Three Million Five Hundred Thousand Pounds~~ ~~}; [DN: To be inserted from bid]~~

Maximum Commitment

the sum to be agreed pursuant to **Schedule 6** which for clarity is to represent Development Costs which the Council will reimburse the Developer and the sum equivalent to the Developers Payment, and it is acknowledged that there will be certain costs of development for which the Council is liable to pay

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which are not payable to the Developer and which are payable to third parties in addition to the Maximum Commitment comprising:

- (a) Payment of CIL
- (b) Appropriation Costs
- (c) Costs of satisfying the Site Assembly Condition including CPO Costs

and costs of any Council Variations payable to the Developer are not to be counted in referencing the Maximum Commitment.

Olive Morris House

The buildings shown edged ~~red~~ on Plan ~~4~~ comprised in title number 198327.

Plan{s}

The plan{s} attached to this Agreement numbered ~~{NUMBERS} 1-9~~.

Relevant Property

Each of the Surplus Sites (as the context permits).

Services

The development management services to be provided by the Developer pursuant to **Schedule 98**

Site

The Town Hall, 1-7 Town Hall Parade, Hambrook House, Hambrook House West, Ivor House, 24 Porden Road ~~and Hambrook House East (to the extent that it is not public highway) and Wanless Road.~~

Surplus Property Development

The proposed development of the Surplus Properties to be agreed by the Council pursuant to **Schedule 89**

Surplus Sites

The SW2 Enterprise Centre Surplus Property Hambrook House, Hambrook House West ~~and~~ Olive Morris House ~~Wanless Road and Hambrook House East (to the extent that it is not public highway) and~~ Surplus Properties has the same meaning.

Termination Date

The date five years from the date upon which the last SW2 Enterprise Centre Start Conditions has been satisfied or waived (as the case may be).

Town Hall

the Town Hall shown edged ~~red~~ on Plan ~~6~~ ~~required comprising part of in~~ title number ~~TGL77987~~

Town Hall Parade	The land and buildings shown edged red on Plans 1 and 9 comprised in title number SGL234793 and part of title number TGL77987 .
Unconditional Date	The date of satisfaction or waiver (as the case may be) of the last of the Overarching Conditions.
Building Contract Sum	Initially the sum of £50,623,000.00 comprising part of the Initial Maximum Commitment to be replaced by whatever sum is finally determined and agreed between the parties as the Building Contract Sum pursuant to Schedule 4 [DN: To be included from bid].
Wanless Road	The buildings shown edged red on Plan 10 comprised in title TGL232482 .

THIS AGREEMENT is made on the date set out in the Particulars

BETWEEN

- (1) the Council;
- (2) the Developer; and
- (3) the Guarantor.

BACKGROUND

- (A) The Council is the ~~owner~~ of the Site (in the case of Hambrook House via an option to purchase the freehold) and the long leaseholder and occupier of Olive Morris House.
- (B) The Council has procured the Developer via the competitive dialogue process to develop and carry out the SW2 Enterprise Centre Development for the Council at the Council's expense on the SW2 Enterprise Centre Site and to provide development management services in respect of the Surplus Properties.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions have the following meanings:

"Acceptance Tests" means all the tests usually carried out when commissioning items of mechanical and electrical plant such as those that will be incorporated in the SW2 Enterprise Centre Development Works and/or specified in the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans with a view to demonstrating compliance with the respective performance specifications of such items;

"Adverse Matters" any change in the SW2 Enterprise Centre Development or any terms contained in a Planning Permission, Planning Agreement, Infrastructure Agreement or a Statutory Consent or any other agreement with a third party which would or may:

- (a) alter the Internal Area of the SW2 Enterprise Centre Development by

- (b) materially alter the layout of the SW2 Enterprise Centre Development;
- (c) materially alter the external appearance of the SW2 Enterprise Centre Development;
- (d) materially alter the design life, performance/operability and/or level of maintenance required in order to maintain the SW2 Enterprise Centre Development;
- (e) delay the Date of Practical Completion;
- (f) increase the cost of carrying out and completing the SW2 Enterprise Centre Development beyond the Initial Maximum Commitment or Maximum Commitment (as appropriate);

“All Risks Insurance”

insurance which provides cover against physical loss or damage to work executed and site materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
 - (i) wear and tear;
 - (ii) obsolescence; or
 - (iii) deterioration, rust or mildew;
- (b) any work executed or any site materials lost or damaged as a result of its own defect in design, plan,

- (c) loss or damage caused by or arising from:
 - (i) any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government de jure or de facto or public, municipal or local authority;
 - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event; or
 - (iii) ~~an Excepted Risk.~~

“Appraisal”

the form of Developer's appraisal in the annexed form

“Appointment Default”

- a) the rescission of the Building Contract or any Appointment with or without the express written consent of the Council;
- b) the determination of the Building Contract or any Appointment due to the act or default of the Developer or the Building Contractor or

member of the Professional Team; or

c) the determination of the Building Contract or any Appointment due to the Insolvency of the Building Contractor or member of the Professional Team

“Appointment”

each of the deeds of appointment of the Professional Team to be entered into in accordance with **Part 1 of Schedule 4~~3~~** ~~and includes the existing Appointments briefly described in **Part 3 of Schedule 3**~~

“Appropriation”

the appropriation for planning purposes of such parts of the SW2 Enterprise Centre [Site](#) and the Surplus Sites as shall not be held for planning purposes, such appropriation to be effected by the Council pursuant to Section 122 of the Local Government Act 1972 (or such other appropriate powers as may be applicable) and cognate words shall be construed accordingly;

“Appropriation Condition”

means the Council making an Appropriation Resolution in accordance with **schedule 3** and such Appropriation Resolution having become Free from Challenge;

“Appropriation Resolution”

a delegated decision or (as the case may be) a resolution by the Council to effect the Appropriation so that Section 237 of the Planning Act may be relied upon to authorise the erection, construction and/or carrying out and/or maintenance and/or use of the SW2 Enterprise Centre Development Site and the Surplus Sites notwithstanding that the activity in question involves interference with Section 237 Interests;

“Architect”

[Allford Hall Monaghan Morris](#)~~[[NAME]]~~ of ~~Morelands Block C, 5 Old Broad Street London EC1V 9HL~~[ADDRESS](#) or such other reputable architect as the Developer or the Building Contractor appoints as the Architect for the SW2 Enterprise Centre Development

Works in accordance with **Part 1 of Schedule 4~~3~~**

~~[[DN: Bidder to clarify identity]]~~

“BREEAM”

The Building Research Establishment's Environmental Assessment Method

“Building Contract”

the ~~building contract~~ or contracts for the carrying out of the SW2 Enterprise Centre Development Works to be entered into in accordance with **Part 1 of Schedule 4~~3~~** or any replacement building contract entered into in accordance with **Part 1 of Schedule 4~~3~~**

“Building Contractor”

such reputable building contractor as the Developer appoints with the Council's consent as the building contractor for the purposes of the SW2 Enterprise Centre Development Works in accordance with **Part 1 of Schedule 4~~3~~**

“CDM Co-ordinator”

~~[[NAME]] of [[ADDRESS]] or~~ such other reputable and suitably qualified CDM Co-ordinator as the Developer appoints as the CDM Co-ordinator for the SW2 Enterprise Centre Development Works in accordance with regulation 14(1) and 14(3) of the CDM Regulations ~~[[DN: bidder to clarify identity]]~~

“CDM Regulations”

The Construction (Design and Management) Regulations 2007

“CIL”

Both a charge introduced by the Council and/or the Mayor of London pursuant to the CIL Regulations 2010 and Part 11 of the Planning Act 2008 to fund the delivery of infrastructure in its area

“CIL Regulations”

Community Infrastructure Levy Regulations 2010 (as amended)

“Construction Industry

the tax deduction scheme for the construction industry operated by HM Revenue and

Scheme Customs under Chapter 3 of Part 3 of the Finance Act 2004 and The Income Tax (Construction Industry Scheme) Regulations 2005

“Construction Phase Plan” the construction phase plan to be prepared in respect of the SW2 Enterprise Centre Development Works in accordance with regulation 23 of the CDM Regulations

“Cost Consultant” [Davis Langdon LLP](#) ~~{NAME}~~ of [MidCity Place 71 High Holborn London WC1V 6QS](#) ~~ADDRESS~~ or such other reputable cost consultant as the Developer appoints as the cost consultant for the purposes of the SW2 Enterprise Centre Development Works in accordance with **Part 1 of Schedule 4** ~~2~~ ~~{DN: Bidder to confirm identity in dialogue}~~

“Council’s Works” the Council’s ICT works to be undertaken by the Council

“Date of Practical Completion” the date confirmed in a Statement of Practical Completion as the date of Practical Completion of the SW2 Enterprise Centre Development Works and/or any Section thereof

“Decant Strategy” the decant strategy to be agreed between the parties pursuant to **clause 23**.

“Default Interest Rate” ~~{three}~~ % per annum over the base rate of the Bank of England

“Demolition Works” such demolition works as are required to deliver the SW2 Enterprise Centre Development Works (provided that the Town Hall cannot be demolished)

“Design Documents” all or any of the following which relate to the SW2 Enterprise Centre Development or the Surplus Property Development:

(a) designs, drawings, models, plans, specifications, design details, CAD materials, surveys, technical reports,

notes of technical/design meetings, photographic records, artwork for brochures and other technical/design materials provided or to be provided under this Agreement and any additions or alterations made to them;

(b) the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans; and

(c) works, designs, calculations and inventions incorporated into any of the items listed in paragraphs (a) and (b) of this definition

“Development Account” the notional accrual maintained by the Developer for Development Costs in accordance with **Part 2+ of Schedule 8** ~~7~~

“Development Category” a category of Development Costs as set out in **Part 2 of Schedule 8** ~~7~~

“Development Costs” the costs incurred in developing and carrying out the SW2 Enterprise Centre Development and in seeking to satisfy the Overarching Conditions and the SW2 Enterprise Centre Development Conditions and other matters detailed in **Part 2 of Schedule 8** ~~7~~

“Development Default” the:

(a) failure of the Developer substantially to begin the SW2 Enterprise Centre Development Works by the SW2 Enterprise Centre Start Date; or

(b) failure of the Developer to achieve Practical Completion of the SW2 Enterprise Centre Development Works by the Termination Date.

“EIR” the Environmental Information Regulations 2004 and any other Implementing Regulations in the UK of EC directive

(2003/4Ec) on Public Access to Environmental Information and which may also include any binding guidance which may be published from time to time by the Department of Constitutional Affairs in relation to any such legislation

“Employer’s Agent”

[Davis Langdon LLP](#) ~~of~~ [MidCity Place 71 High Holborn London WC1V 6QS](#) or such other reputable agent as the Developer appoints as the Employer’s Agent for the purposes of the Building Contract in accordance with **Part 1 of Schedule 4** ~~{DN: Bidder to clarify identity}~~

“Employer’s Requirements”

the Council’s Employer’s Requirements annexed to this Agreement as amended by agreement between the parties

“SW2 Enterprise Centre Development Conditions”

has the meaning given to it in **clause 4.12**

“SW2 Enterprise Centre Development Works”

the works comprising the SW2 Enterprise Centre Development described and shown in the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans including:

- (a) the Demolition Works;
- (b) any works required pursuant to any Infrastructure Agreement;
- (c) the Services Works;
- (d) any works to be carried out pursuant to any other deed or document entered into by the Developer with any other person directly or indirectly related to the SW2 Enterprise Centre Development or the carrying out of the SW2 Enterprise Centre Development Works

“SW2 Enterprise Centre

the detailed plans, drawings, sections, elevations, specifications, engineer’s drawings

Plans”

and calculations and other design and building details for the SW2 Enterprise Centre Development Works to be developed and agreed pursuant to **Schedule 5**

“SW2 Enterprise Centre Specification”

the detailed specification of the SW2 Enterprise Centre Development Works to be developed and agreed in accordance with **Schedule 5**

“SW2 Enterprise Centre Start Date”

no later than six months from the date upon which the last of the Enterprise Centre Development Conditions has been satisfied or waived (as the case may be)

“EPC”

the energy performance certificate for the SW2 Enterprise Centre Development as defined by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

“Estimated Date of SW2 Enterprise Centre Practical Completion”

(subject to variation to reflect the Programme of Works agreed pursuant to **paragraph 2.3 of Schedule 5**) 24 months after the SW2 Enterprise Centre Start Date or such later date as may result from any extensions of time which the Developer may be entitled to pursuant to **paragraph 2 of Schedule 7**

“Event of Default”

the occurrence of one or more of the following events:

- (a) an Insolvency Default;
- (b) a failure by the Developer to comply with **paragraph 3.4.1 of part 1 of Schedule 1**;
- (c) a Development Default;
- (d) a Measurement Default;
- (e) the Developer commits a material breach of this Agreement which cannot be remedied and which has a materially adverse effect on the

Council;

- (f) the Developer commits a material breach of this Agreement which has a material adverse effect on the Council and which is capable of being remedied and:
 - (i) does not begin diligently to remedy that breach within twenty working days of written notice from the Council or immediately in case of emergency; and
 - (ii) does not remedy the breach within a reasonable period of time, to be specified in the notice, to the reasonable satisfaction of the Council

“Excepted Risks”:

comprise:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under the Building Contract);
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
- (c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under the Building

Contract.

“FOIA”

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissions in relation to such legislation;

“Force Majeure”

any one or more of the following:

- (a) fire, explosion, collapse, material loss or damage resulting from aircraft, objects falling from aircraft, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, contamination by ionising radiations or radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) storm, whirlwind, lightning strike, storm surge, flood, blizzard, prolonged sub-zero temperatures or other exceptionally adverse weather conditions;
- (c) war, hostilities (whether war be declared or not), rebellion, insurrection, military or usurped power or civil war;
- (d) labour lockouts, strikes or other industrial disputes;
- (e) riot, terrorist action, commotion, disorder (or the threat thereof);
- (f) decree of government;
- (g) non-availability of labour, materials

	or equipment; or
	(h) any other causes or circumstances beyond the reasonable control of the Developer
"Free From Challenge"	(a) not subject to any Judicial Proceedings and that the time period for any third parties to bring Judicial Proceedings has expired; or
	(b) where Judicial Proceedings are instigated such proceedings (including all rights of appeal) have been exhausted leaving in place the relevant decision or order (as the case may be)
"Handover Requirements"	the provision of the matters specified in: <ul style="list-style-type: none"> a) paragraphs 10.1.1 and 10.1.3 of Schedule 76; and b) paragraph 11.1.4 of Schedule 67
"Health and Safety Executive"	the Health and Safety Executive or any successor department or organisation having responsibility for the administration of the CDM Regulations
"Health and Safety File"	the health and safety file to be prepared and maintained in respect of the SW2 Enterprise Centre Development Works and the completed SW2 Enterprise Centre Development in accordance with regulation 20(2)(e) of the CDM Regulations
"Information"	all records and information (including confidential information) held by the Developer on behalf of the Council or by the Council in relation to this Agreement and the SW2 Enterprise Centre Development falling within the scope of FOIA and/or EIR;
"Infrastructure Agreement"	an agreement or undertaking in respect of and affecting the SW2 Enterprise Centre

	Development, whether or not also affecting other property pursuant to:
(a)	sections 38 or 278 Highways Act 1980;
(b)	section 104 Water Industry Act 1991 or any other provision of similar intent, within the meaning of the Water Act 1989, with an appropriate authority for the supply of water or the drainage of surface or foul water from the Property; or
(c)	any agreement with an appropriate authority or utility company relating to the passage or transmission or gas, water, electricity, foul or surface water drainage or any of them

"Insolvency Default"	the Insolvency of the Developer
"Insolvency"	has the meaning given to it in Schedule 10 9
"Judicial Proceedings"	A Challenge has been made and is outstanding
"Liability Period"	the later of: (a) where all the Overarching Conditions and all the SW2 Enterprise Centre Development Conditions have not been satisfied or waived (as the case may be) the period ending on the Longstop Date or the date that this Agreement is terminated if earlier; <u>and</u> (b) and (in the alternative) where the SW2 Enterprise Centre Start Conditions have been satisfied or waived (as the case may be) the <u>later of:</u> (a) (i) the period ending on the date of issue of the final Notice of

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Completion of Making Good; and

(b)(ii) the date all of the Warranties from the Building Contractor and Professional Team have been provided to the Council in accordance with this Agreement where the said parties are not Insolvent provided that where reasonable the Developer is obliged to procure a warranty from a replacement pursuant to part 1 of Schedule 4 ³

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"Measurement Default"

the Net Internal Area of the completed SW2 Enterprise Centre Development Works is less than 90% of the Target Area

"Measurement Plans"

the indicative plans annexed at **Appendix 4** and following the agreement of the Target Area, replacement plans showing accurately the area to be measured. ³

"Mechanical and Electrical Services Engineer"

Atelier Ten Limited ~~[[NAME]]~~ of 19 Perseverance Works 38 Kingsland Road London E2 8DD ~~[[ADDRESS]]~~ or such other reputable mechanical and electrical services engineer as the Developer or the Building Contractor appoints as the Mechanical and Electrical Services Engineer for the purposes of the SW2 Enterprise Centre Development Works in accordance with **Part 1 of Schedule 4** ~~[[DN: Bidder to confirm details]]~~

"Net Internal Area"

the net internal area of the SW2 Enterprise Centre Development measured in square metres in accordance with the Code of

² ~~It is not appropriate to say automatically no reappointment if beyond design phase. Contractor and EA would always be reappointed, and with the other design consultants they would need to be reappointed for a monitoring role to check what the subbies are doing and interface with the contractor. See detailed commentary at 4.1 of the ISFT submission~~

³ These should be updated

"Notice of Completion of Making Good"

Measuring Practice (Sixth Edition) RICS 2007) shown for identification edged [] on the Measurement Plans

each notice to be issued in accordance with any Building Contract confirming that all defects in a Section or all defects in the SW2 Enterprise Centre Development Works which are the responsibility of the Building Contractor (and which the Building Contractor has been required to make good by the Developer in accordance with this Agreement) have been made good in accordance with the terms of the Building Contract

"Notice of Chargeable Development"

A notice issued under Regulation 64 of the CIL Regulations

"Onerous Conditions"

has the meaning given to it in **paragraph 15.14 of Part 1 of Schedule 1**

"Overarching Conditions"

the conditions set out in **clause 3.12**

"Performance Bond"

the performance bond to be given by the Building Contractor in accordance with **Part 1 of Schedule 4**

"Phasing Plan"

the phasing plan for the SW2 Enterprise Centre Development Works to be developed and agreed between the parties prior to the submission of the Planning Applications

"Planning Act"

the Town and Country Planning Act 1990

"Planning Default"

~~has the meaning ascribed to it in Schedule 4~~

"Planning Permission"

planning permission for the SW2 Enterprise Centre Development and/or the Surplus Property Development (as the case may be) including approval of siting, design, access and use whether or not reserving approval for landscaping and materials, granted:

- (a) pursuant to a Planning Application; or
- (b) by the local planning authority or by

the Secretary of State or an Inspector.

“Planning Submission Date” (a) (in the case of the SW2 Enterprise Centre Development Planning Application) within 40 Working Days of the later of approval by the Council of the SW2 Enterprise Centre Development Planning Application and the Surplus Property Development Applications; and

(b) (in the case of the Surplus Property Development Planning Application) within 40 Working Days of the later of approval by the Council of the Surplus Property Development Planning Applications and the SW2 Enterprise Centre Development Planning Applications

but in any event where the Council has approved the said applications by the date twelve (12) months from the date of this Agreement and provided that all applications shall be submitted simultaneously unless the Council otherwise requires (save for the avoidance of doubt, the Council shall not be entitled to require the Surplus Property Development Applications to be submitted before the SW2 Enterprise Centre Development Planning Application)

“Planning Sum” any payment required by the local planning authority “in lieu” of any S106 contribution

“Practical Completion” completion of any Section and/or the whole of the SW2 Enterprise Centre Development Works in accordance with the terms of the Building Contract excluding any landscaping works that it is not possible to complete because of the planting season in which

practical completion occurs

“Principal Sub-Contractors” the sub-contractors appointed or to be appointed by the Building Contractor for the carrying out of the following elements of the SW2 Enterprise Centre Development Works:

- (a) piling and foundations;
- (b) structural steel frame and roof structure;
- (c) floor slabs;
- (d) profiled metal cladding or curtain walling;
- (e) roofing;
- (f) mechanical and electrical services; and
- (g) lifts

together with any other sub-contractors with a material design responsibility for the SW2 Enterprise Centre Development Works

“Professional Team” each of the following:

- (a) the Architect;
- (b) the Employer’s Agent;
- (c) the Mechanical and Electrical Services Engineer;
- (d) the CDM Co-ordinator;
- (e) the Cost Consultant; and
- (f) the Structural Engineer

[DN: To be confirmed by bidder in dialogue]

“Profit Erosion” being such element (if any) of the final {6.977%} of the Maximum Commitment as

paid by the Council as Development Costs where the sum equivalent to the ~~final-first~~ 93.023% of the Maximum Commitment has been paid by the Council as Development Costs

“Programme of Works”

the Programme of Works to be developed and agreed between the parties from the programme of works annexed to this Agreement pursuant to **Schedule 5** for both the SW2 Enterprise Centre Development Works and the Surplus Property Development

“Prohibited Materials”

materials or substances which, in the context of their use and/or incorporation in the SW2 Enterprise Centre Development Works (whether alone or in combination with other materials):

- (a) pose a hazard to the health and safety of any person who may come into contact with the SW2 Enterprise Centre Development Works (whether during their construction or after their completion);
- (b) either by themselves or as a result of their use in a particular situation or in combination with other materials, they would or are likely to have the effect of reducing the normal life expectancy of any other materials or building structure or system in which the materials are used and/or incorporated or to which they are affixed;
- (c) pose a threat to the structural stability, physical integrity or performance of the SW2 Enterprise Centre Development Works or any part or component of the SW2 Enterprise Centre Development Works; or

- (d) contravene any of the guidelines contained in the publication entitled “Good Practice in the Selection of Construction Materials 2011” published by the British Council for Offices.

“Rectification Period”

the defects rectification period provided for in each Building Contract which will be a period of not less than twelve months from the relevant Date of Practical Completion

“Request for Information”

has the meaning given to it in **clause 15**

“Retention Balance”

the sum being the aggregate of all retentions which the Council is entitled to make under **paragraph 5.3** of **part 1 of Schedule 8** less any retention which would from time to time be due to be released to the Developer in accordance with **paragraph 5.4** of **part 1 of Schedule 8**

“Satisfactory Planning Permission”

has the meaning given to it in **paragraph 1 of Part 1 of Schedule 1**

“Section”

any section(s) that the SW2 Enterprise Centre Development Works are divided into under relevant Building Contract

“Section 237 Interest”

a Third Party Interest which comprises an interest or right to which Section 237 of the Planning Act applies or which comprises a restriction as to the user of land as referred to in the said section 237

“Services Works”

the installation and connection of:

- (a) electricity, foul and surface water drainage, gas, water, and public telephone services within the SW2 Enterprise Centre Site to the public mains;
- (b) internet, cable and other computer or telecommunications media within the SW2 Enterprise Centre Site to Council

	networks; and
	(c) all pipes, wires, ducts and other conduits for the passage of such services within the SW2 Enterprise Centre Site
“Specialist”	has the meaning given to it in clause 13
“Specified Perils”	fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks;
“Statement of Practical Completion”	the statements to be issued in accordance with the Building Contracts confirming that Practical Completion of a Section and/or the SW2 Enterprise Centre Development Works as a whole has been achieved in accordance with the terms of the Buildings Contract
“Statutory Consents”	any statutory approvals, consents, licences or permissions required from any local or other competent authority to enable the Developer lawfully to carry out and complete the SW2 Enterprise Centre Development Works or to reinstate them following their damage or destruction
“Statutory Requirements”	all or any of the following: <ul style="list-style-type: none"> (a) any Acts of Parliament and any statutory instruments, rules, orders, regulations, notices, directions, bye-laws and permissions for the time being made under or deriving validity from any Act of Parliament; (b) any European directive or regulations and rules having the force of law in the United Kingdom; and (c) any regulations, orders, bye-laws or codes of practice of any local or

	statutory authority having jurisdiction over the SW2 Enterprise Centre Development Works
“Statutory Successor”	any successor authority, public body or other authority who shall take over the function of the Council
“Structural Engineer”	Elliott Wood Partnership LLP of 241 The Broadway London SW19 1SD or such other reputable structural engineer as the Developer or the Building Contractor appoints as the Structural Engineer for the purposes of the SW2 Enterprise Centre Development Works in accordance with Part 1 of Schedule 4
“Substation Lease”	a lease dated 2 March 1960 for a term of sixty years, the registered proprietor of which is London Power Networks Plc
“Target Area”	(a) such area in square metres as shall be agreed upon between the Council and the Developer pursuant to Schedule 6 5 in relation to the SW2 Enterprise Centre Development (excluding the Town Hall); and (b) such area in square metres as shall be agreed upon between the Council and the Developer pursuant to Schedule 6 5 in relation to the Town Hall
“Terrorism Cover”:	means: <ul style="list-style-type: none"> (a) insurance against loss or damage to work executed and site materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or any similar successor scheme; or (b) other insurance against loss or

damage to work executed and site materials caused by or resulting from terrorism.

“Third Party Interest”

an interest in the Site the benefit of which is vested in a party other than the Developer or the Council and which is either:

- (a) freehold or leasehold; or
- (b) any other right, easement, covenant or other interest (including easements or any right to enforce a covenant obligation or other matter) which would prevent or materially impede or be materially infringed by the carrying out of the SW2 Enterprise Centre Development or any part thereof or the use of the Site for the SW2 Enterprise Centre Development

“Transfer of Risk Date”

the later of:

- (a) the Date of Practical Completion
- (b) the date on which the Building Contractor hands possession of the SW2 Enterprise Centre Development to the Developer under the terms of the Building Contract

“Urgent Defects”

any defect shrinkage or fault in the SW2 Enterprise Centre Development Works manifesting itself during the Rectification Period which:

- (a) has caused injury or constitutes an imminent risk to health and/or safety of persons occupying or visiting the SW2 Enterprise Centre Development; or
- (b) has caused damage or constitutes an imminent risk of damage to other parts of the SW2 Enterprise Centre

Development (beyond the damage inherent in the defect)

- (c) has caused disruption or constitutes an imminent risk of material disruption to the operation of the Council (apart from disruption which will necessarily arise from its rectification)

and for the avoidance of doubt wilful and/or malicious damage shall not constitute an “Urgent Defect”

“VAT”

Value Added Tax

“VATA”

the Value Added Tax Act 1994

“Viability Condition”

has the meaning ascribed to it in **Schedule 2**

“Warranties”

the deed of collateral warranty and/or third party rights which are to be given by each member of the Professional Team, each Building Contractor and each Principal Sub-Contractor in institutionally acceptable forms approved by the Council (acting reasonably).

“Working Day”

means any day excluding Saturdays Sundays bank holidays Good Friday and days on which the clearing banks in the City of London are not open for business

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and

- 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Site or Surplus Properties include any parts of them;
- 1.2.5 "including" means "including, without limitation,";
- 1.2.6 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Council and all costs, damages, expenses, liabilities and losses properly incurred by the Council in respect thereof, (and for the avoidance of doubt this clause 1.2.6 relates to clause 9 only);
- 1.2.7 ~~if there is more than one Developer, the obligations which they undertake can be enforced against them all jointly or against each individually~~the Developer and the Guarantor's liability in this Agreement is joint not joint and several and the Developer Liability Cap applies as an aggregate of the Developer and the Guarantor's liability to the Council [see detailed commentary at s.4.1 of the ISFT submission]; and
- 1.2.8 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.2.9 Any time periods referred to in this Agreement can be changed by agreement in writing between the parties to this Agreement and any such period shall be clearly recorded.
- 1.2.10 All references in this Agreement to the Developer providing information and/or notice to the Council and to the Council providing consent to the Developer shall be to and by [Council officer] or such person as shall replace them from time to time upon prior written notice to the Developer. **[DN: identity awaited]**
- 1.3 The Particulars form part of this Agreement and words and expressions set out in the Particulars are to be treated as defined terms in this Agreement.
- 1.4 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. DEVELOPER'S WARRANTIES

- 2.1 The Developer and the Guarantor warrant to the Council that:
- 2.1.1 the Developer and the Guarantor are a validly existing company;
- 2.1.2 the execution of this Agreement by the Developer and the Guarantor has been validly authorised;
- 2.1.3 the Developer's and the Guarantor obligations under this Agreement constitute valid legal and binding obligations of the Developer and the Guarantor enforceable against the Developer and the Guarantor in accordance with the terms of this Agreement;
- 2.1.4 neither the execution of this Agreement by the Developer and the Guarantor nor compliance with its terms will:
- 2.1.4.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Developer and the Guarantor is bound; or
- 2.1.4.2 cause any limitation on any of the powers whatsoever of the Developer and the Guarantor, or on the right or ability of the directors of the Developer and the Guarantor to exercise such powers, to be exceeded;
- 2.1.5 the Developer and the Guarantor is not in default under any law or enactment or under any deed, agreement or other obligation or duty to which the Developer and the Guarantor is bound so as to affect adversely its ability to comply with the terms of this Agreement;
- 2.1.6 all consents required by the Developer and the Guarantor for the execution, delivery, issue, validity or enforceability of this Agreement have been obtained and have not been withdrawn;
- 2.1.7 the Developer and the Guarantor are not under any statutory obligation to undertake the SW2 Enterprise Centre Development Works or any part of them;
- 2.1.8 no litigation or administrative or arbitration proceedings before any court, tribunal, Government authority or arbitrator is presently taking place, pending or, to the knowledge of the Developer or the Guarantor, threatened which might have a material adverse effect on its business, assets, condition or operations or might affect adversely its ability to comply with its obligations under this Agreement;

2.1.9 all information, documents and accounts of the Developer and the Guarantor submitted to the Council as part of the competitive dialogue process are true and accurate and:

2.1.9.1 no change has occurred since the date on which such information, documents and accounts was supplied which renders them untrue or misleading in any respect; and

2.1.9.2 there has been no material adverse change in the business, assets, operations or prospects of the Developer and the Guarantor since such information, documents and accounts was provided;

2.1.10 the Developer and the Guarantor have disclosed to the Council all information which would or might reasonably be thought to influence the Council in procuring the Developer and the Guarantor or providing funding to the Developer and the Guarantor or the amount of that funding;

2.1.11 no Event of Default is continuing.

3. OVERARCHING CONDITIONS

3.1 This Agreement (save for clauses ~~1, 2, 3, 5 (as appropriate), 8 (as appropriate), 9 (as appropriate), 10-20 (inclusive), and 23-32 (inclusive)~~ is subject to satisfaction of the Overarching Conditions on the terms of this Agreement. ~~→ [DN: Specifics to be added⁴]~~

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The Overarching Conditions are:

3.1.1 the grant of Satisfactory Planning Permission and Satisfactory Listed Building Consent for the SW2 Enterprise Centre Development;

3.1.2 the grant of Satisfactory Planning Permission for the Surplus Property Development;

3.1.3 the exchange in accordance with **Schedule 1** of any Planning Agreement free from Onerous Conditions which is necessary in order to fully implement a Satisfactory Planning Permission;

3.1.4 the Council providing vacant possession of the SW2 Enterprise Centre [Site](#) in accordance with the Decant Strategy and **Schedule 2**;

3.1.5 the satisfaction of the Viability Condition in accordance with **Schedule 2**.

⁴ Please insert

3.1.6 the agreement of the Maximum Commitment in accordance with **Schedule 6**;

3.1.7 the approval of the SW2 Enterprise Centre Specification, SW2 Enterprise Centre Plans, Programme of Works and Target Area in accordance with **Schedule 5**;

3.1.8 the sale of the Surplus Sites in accordance with **Schedule 2**;

3.1.9 the Developer being satisfied (acting reasonably) that UKPN (or its successor in title) as proprietor of the Substation Leases in the SW2 Enterprise Centre Site will be prepared to decommission the substations and surrender the Substation Leases ~~of them~~ at an appropriate time during the Development so as not to compromise the Programme of Works with the Council (and if appropriate the Developer) entering into appropriate agreements with UKPN to provide for future surrender of the Substation Leases at a time agreed by the Developer, UKPN having relinquished any rights it has pursuant to the Landlord and Tenant Act 1954;

3.1.10 the satisfaction of the Site Assembly Condition in accordance with **Schedule 3**;

3.1.11 the satisfaction of the Appropriation Condition in accordance with **Schedule 3**; and

3.1.12 settlement of the Target Area and Measurement Plans pursuant to **Schedule 5**.

3.2 The Developer and the Council are to comply with their respective obligations in **Schedules 1, 2, 3, 4, ~~and 5 and 6~~** and endeavour to procure that all of the Overarching Conditions are satisfied in accordance with the terms of this Agreement.

3.3 Once each Overarching Condition has been satisfied, the party responsible for satisfying the condition is to provide to the other within five Working Days of the relevant Overarching Condition being satisfied with written confirmation that the relevant condition has been satisfied in accordance with the terms of this Agreement.

3.4 The Overarching Conditions may not be waived other than by the Council in respect of **clauses 3.1.2, 3.1.5 and 3.1.8** and by the Developer in respect of **clause 3.1.9** in relation to the obligation for an agreement for surrender to have been exchanged.

3.5 The parties shall co-operate and at all times act in good faith in relation to satisfying the Overarching Conditions as expeditiously as possible and (without limitation) shall not deliberately delay the provision of information and/or communications to and/or with each other and/or decision making and/or execution and/or completion of deed and documents so as to compromise the likelihood of the Overarching Conditions being satisfied as soon as reasonably practicable and the principles herein shall apply for the duration of this Agreement including, for the avoidance of doubt, after the Unconditional Date in relation to all other obligations between the parties.

3.6 If any of the Overarching Conditions above or the SW2 Enterprise Centre Development Conditions below have not been satisfied on or before the Longstop Date either party may terminate this Agreement by serving written notice on the other.

3.7 The provisions of **Schedule 8, 9, 10 and 12** are to apply to this Agreement from the date of this Agreement and the provisions of Schedules 7 and 11 are to apply from the SW2 Enterprise Centre Start Date.

3.8 If a party serves notice under **clause 3.6** it will not be under any further or additional liability to the other but (for the avoidance of doubt) the parties shall remain liable for antecedent breach and the provisions of **Schedule 8** in relation to reimbursement of costs shall still prevail to the extent that any Development Costs are outstanding following service of a notice pursuant to **clause 3.6**.

4. DEVELOPMENT OF THE SW2 ENTERPRISE CENTRE

4.1 Subject to all of the SW2 Enterprise Centre Development Conditions being satisfied or waived (as the case may be) on the terms of this Agreement the Developer is to carry out or procure that the SW2 Enterprise Centre Development Works are carried out in accordance with **Schedule 7** and the Council is to fund and pay for the carrying out of the SW2 Enterprise Centre Development Works in accordance with **Schedule 8**. The SW2 Enterprise Centre Development Conditions are:

4.1.1 the Building Contracts, Appointments and Warranties (excluding any from the Principal Sub-contractors being entered into in accordance with **Schedule 4**);

4.1.2 all Statutory Consents that are required before beginning the SW2 Enterprise Centre Development Works being obtained in accordance with **paragraph 2 of Schedule 6**;

4.1.3 compliance with such of the CDM Regulations as need to be complied with before commencement of the SW2 Enterprise Centre

Development Works in accordance with **paragraph 3** of **Schedule 6**;

4.1.4 payment of any Planning Sum by the Council;

4.1.5 The Council in its capacity as proprietor of the SW2 Enterprise Centre Site entering into all necessary deeds and documents including (but without limitation) party wall awards crane oversail licences hoarding licences so that the SW2 Enterprise Centre Development Works can be commenced ~~in accordance with clause 4.5~~

4.2 The Developer and the Council are to comply with their respective obligations in **Schedules 3, 4, and 5** to endeavour to procure that all of the SW2 Enterprise Centre Development Conditions are satisfied in accordance with the terms of this Agreement.

4.3 Once each SW2 Enterprise Centre Development Condition has been satisfied, the party responsible for satisfaction is to provide to the other with such written evidence as the other party reasonably requires that the relevant condition has been satisfied in accordance with the terms of this Agreement.

4.4 The SW2 Enterprise Centre Development Conditions may not be waived save for the payment of any Planning Sums to the extent that they do not have to be paid prior to the SW2 Enterprise Centre Development Works commencing (for the avoidance of doubt waiver of the said conditions will be entirely at the Councils discretion) and save that the Developer shall be entitled to waive some or all of the conditions set out at **clause 4.1.5** as a precondition to the SW2 Enterprise Centre Development Works commencing, but without prejudice to the Council's obligation to still adhere to **clause 4.1.5**.

4.5 Following commencement of the SW2 Enterprise Centre Development Works the Council in its capacity as proprietor of the SW2 Enterprise Centre Site will enter into such deeds and documents with third parties as are necessary on the proper advice of the Developer for the duration (and as are first approved by the Council such approval not to be unreasonably withheld or delayed) of the SW2 Enterprise Centre Development Works including (without limitation) deeds of surrender with the proprietor of the Sub-Stations that are on the SW2 Enterprise Centre Site as at the date of this Agreement and completion of new leases with the relevant utility companies so that the SW2 Enterprise Centre Site can be operational forthwith once the SW2 Enterprise Centre Development Works have been completed.

4.6 The Developer is to give written notice to the Council within five Working Days of the last of the SW2 Enterprise Centre Development Conditions being satisfied or waived (as the case may be) but if the Council considers the SW2 Enterprise Centre Development Conditions have been satisfied or waived and

the Developer has not served notice pursuant to this clause, the Council can serve notice on the Developer requiring it to either serve that notice within 10 Working Days or state in detail within 10 Working Days the reasons why it has not served the notice. Any dispute over satisfaction or waiver of the SW2 Enterprise Centre Development Conditions may be referred to a Specialist.

5. LICENCE TO OCCUPY

- 5.1 The Council grants a non-exclusive licence to the persons listed in **clause 5.2** to enter and remain on the SW2 Enterprise Centre Site on and after the date the last of the SW2 Enterprise Centre Development Conditions is satisfied for the purposes set out in **clause 5.4**.
- 5.2 The licences in **clause 5.1** are granted to:
- 5.2.1 the Developer;
- 5.2.2 the Building Contractor, its sub-contractors, including Principal Sub-Contractors, and their respective agents and employees; and
- 5.2.3 the Professional Team;
- 5.2.4 all those parties authorised by any of the parties referred to in **clauses 5.2.1 – 3** inclusive.
- 5.3 The licence in **clause 5.1** permits those exercising the rights to bring upon the SW2 Enterprise Centre Site vehicles, plant, equipment and materials required for the carrying out and completion of the SW2 Enterprise Centre Development Works in accordance with the terms of this Agreement.
- 5.4 The licence granted in **clause 5.1** is granted for the purposes only of carrying out and completing the SW2 Enterprise Centre Development Works and rectifying any defects in them during relevant Rectification Period.
- 5.5 The licence granted in **clause 5.1** does not confer on the Developer or any other person any legal or equitable right, title, interest or estate in the SW2 Enterprise Centre Development.
- 5.6 The Licence granted in **clause 5.1** ends on the earlier of the following dates:
- 5.6.1 the date on which this Agreement ends under **clause 12**; and
- 5.6.2 the date of the final Notice of Completion of Making Good for the SW2 Enterprise Centre Development Works;
- 5.7 When the licence in **clause 5.1** ends, the Developer is to procure that the SW2 Enterprise Centre Site is vacated by the persons listed in **clause 5.2** and

that all vehicles, plant, equipment and materials belonging to them are removed from the SW2 Enterprise Centre [Site](#).

6. INSURANCE

- 6.1 Where the Enterprise Centre Start Conditions have all been satisfied or waived (as the case may be) then prior to commencement of the SW2 Enterprise Centre Development Works:
- 6.1.1 save to the extent that this conflicts with the Council's obligation sat **clause 6.1.2** the Developer is to procure that the Building Contractor has and maintains construction "All Risks Insurance" in respect of the SW2 Enterprise Centre Development Works in accordance with the terms of the Building Contract; and
- 6.1.2 the Council is to procure that the Town Hall and contents are insured for the full cost of reinstatement, repair or replacement of loss or damage due to any Specified Perils;
- 6.1.2.1 up until and including the Transfer of Risk Date;
- 6.1.2.2 in the joint names of the Developer, the Council, and the Building Contractor as co-insureds on a composite basis;
- 6.1.2.3 with a reputable insurance company having a business office in the United Kingdom or through underwriters at Lloyd's;
- 6.2 As and when reasonably required so to do, each party will provide the other with a broker's letter confirming that the requisite insurance is in place and is being maintained in accordance with the requirements of the Building Contract and this Agreement;
- 6.3 Neither party is to vary or permit any variation of the insurance cover without the other party's written approval, such approval not to be unreasonably withheld or delayed.
- 6.4 If the SW2 Enterprise Centre Development Works are damaged or destroyed by any of the risks for which the Building Contractor is responsible for placing insurance under the Building Contract ("Insured Risks") on or before the Transfer of Risk Date the Developer will procure that the Building Contractor removes and disposes of any debris, replaces or repairs any lost or damaged site materials and restores the damaged work in accordance with the requirements of the Building Contract without any additional cost to the Council.

6.5 It is agreed that otherwise than as set out in clause 6.7 the risk of damage to or loss or destruction of the SW2 Enterprise Centre Development Works, including all buildings, fixtures, fittings, plant and equipment, is to pass to the Council only on the Transfer of Risk Date.

6.6 If the Town Hall is damaged or destroyed by any of the Specified Perils on or before the Transfer of Risk Date the Developer will (unless requested in writing not to do so by the Council following such event) procure that the Building Contractor removes and disposes of any debris, replaces or repairs any lost or damaged site materials and restores the damaged work in accordance with the requirements of the Building Contract without any additional cost to the Developer.

6.7 If there shall be any shortfall in the insurance monies in respect of the Town Hall arising otherwise than from the default act or omission of the Developer, the Building Contractor, Professional Team, subcontractors or those under their respective control, the Council will procure the making good of such shortfall.

6.8 If there shall be any shortfall in the insurance monies:

6.8.1 in respect of the Town Hall; or

6.8.2 in respect of the [SW2 Enterprise Centre Site](#) (excluding the Town Hall)

in either case arising from the default of the Developer, the Building Contractor, Professional Team, subcontractors or those under their respective control (other than due to Council's default), the Developer will procure the making good of such shortfall.⁵

6.9 From the commencement of the SW2 Enterprise Centre Development Works until the Transfer of Risk Date the Developer will procure that the Building Contractor maintains:

6.9.1 public liability insurance, naming the Council as an insured party or one of the joint insured parties, against liability to the public and to third parties in such sum as may be prudent being however for not less than £10,000,000 in respect of any one claim; and

6.9.2 non negligence insurance under the Building Contract.

6.10 If either party fails to procure all or any of the insurances required by this **clause 6** or fails to produce reasonable evidence that such insurances are in force, the other party may itself effect such insurance cover as it may

⁵ We have tidied up the drafting to ensure that there is an obligation to make good shortfall if caused by Developer default – this looks to have been the intention but needed clarifying

consider prudent and may recover the costs of doing so as a debt from the party in default.

7. LIMITATION OF DEVELOPER'S LIABILITY

7.1 Without prejudice to **clauses 7.2** and **7.3** the Developer is not to be relieved of liability for any breach of its obligations in this Agreement by:

7.1.1 the consent or approval of the Council to any matter under this Agreement, whether or not this Agreement expressly requires the consent or approval of the Council;

7.1.2 the issue of a Statement of Practical Completion or the absence of any objection by the Council to its being issued or the terms which it contains;

7.1.3 the making good of defects by a Building Contractor under the terms of a Building Contract;

7.1.4 the right of the Council or the Developer to make a claim against the Building Contractor or members of the Professional Team;

7.1.5 any delay or neglect by the Council in enforcing the terms of this Agreement or any time allowed by the Council for their performance;

7.1.6 any variation of the terms of this Agreement agreed to by the Council without knowledge of the antecedent breach;

7.1.7 any legal limitation, immunity, disability, incapacity of other circumstances relating to the Developer, whether or not known to the Council;

7.1.8 anything else which would have released the Developer whether by the variation of the Developer's obligations or by the conduct of the parties.

7.2 The liability of the Developer to the Council in respect of any breach of the terms of this Agreement or other default is to end on the last day of the Liability Period except in respect of:

7.2.1 claims begun before the end of the Liability Period;

7.2.2 any rights of action in respect of which the Council has given written notice to the Developer before the expiry of the Liability Period of its intention to make a claim and where such claim has been made within six months of the end of the Liability Period,

7.2.3 any outstanding liability of the Developer under any Statutory Consent or Infrastructure Agreement or Planning Agreement; and

7.2.4 any landscaping which remains to be carried out in the next planting season

7.3 The Developer's aggregate liability for:

7.3.1 costs in excess of the Interim Maximum Commitment or Maximum Commitment (as the case may be); and

7.3.2 any liabilities to the Council for breach of the terms of this Agreement or other default (including, without limitation, negligence, nuisance and/or breach of statutory duty)

7.3.3 Liquidated damages payable pursuant to **paragraph 13** of **Schedule Z**

shall not exceed the Developer Liability Cap.

8. ASSIGNMENT OF RIGHTS OF ACTION

8.1 This **clause 8** applies to accrued rights of action, whether or not ascertained, against the Building Contractor or members of the Professional Team to which the Developer is or may be entitled at the end of the Liability Period unless at that time it is the subject matter of a claim which has been begun by the Council against the Developer, or in respect of which the Council has given written notice to the Developer of its intention to make a claim to the extent that the Council has not been provided with Warranties by the Developer.

8.2 Where an assignment of the rights of action is not prohibited under the Building Contract or an Appointment and any necessary consent to the assignment of the rights of action can be obtained:

8.2.1 the Developer is to use all reasonable endeavours to obtain any consent required for the assignment; and

8.2.2 subject to any consents required being obtained, the Developer is to assign to the Council absolutely with a full title guarantee all rights of action.

8.3 Where an assignment of the rights of action is prohibited under the terms of the Building Contract or the terms of an Appointment, or the Developer, having used all reasonable endeavours to do so, has not been able to obtain any consent required for the assignment, the Developer is, in relation to the rights of action it retains either:

8.3.1 at the request and cost of the Council, to prosecute claims against and seek redress from the Building Contractor or members of the Professional Team, hold the proceeds of such claims on trust for the Council and account to the Council for those proceeds; or

8.3.2 permit the Council at its own cost to assume the conduct of the claim or other process to obtain redress in respect of the matter in respect of which the right of action accrued.

9. DEVELOPER'S INDEMNITY

9.1 Subject to the Developer Liability Cap (which shall not apply to **clause 9.1.1**) the Developer is to indemnify the Council in respect of any of the following matters arising out of or in the course of or caused by the carrying out of the SW2 Enterprise Centre Development Works:

9.1.1 the death of, injury to or accident to any person except to the extent that the same is due to any act or neglect of the Council or any of their employees with the Developer obtaining appropriate insurance (or procuring that the Building Contractor does so in this regard);

9.1.2 the damage to or loss of any third party property to the extent that the same is due to any omission or default of the Developer or any persons for whom the Developer is responsible; and

9.1.3 any other claims arising from breaches of this Agreement.

9.2 Any indemnity given by the Developer in this Agreement shall be subject to the Council:

9.2.1 using reasonable endeavours to mitigate its loss;

9.2.2 promptly notifying the Developer if it becomes aware of any claim or potential claim against the Council; and

9.2.3 not waiving compromising or settling any claim against the Council without the prior written approval of the Developer (which shall not be unreasonably withheld or delayed).

and nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

10. VALUE ADDED TAX

Sums payable under this Agreement are exclusive of VAT. Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person

receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

11. CONSTRUCTION INDUSTRY SCHEME

11.1 Where the Developer acts as a contractor or a sub-contractor within the meaning of the Construction Industry Scheme in relation to this Agreement or the SW2 Enterprise Centre Development Works the Developer is to comply with the requirements of the Construction Industry Scheme and maintain all registrations required with HM Revenue and Customs.

11.2 The Council will only make payments under this Agreement net of any deduction or withholding where it is required to do so by law under the Construction Industry Scheme. If it does so, it is to account to HM Revenue and Customs for the tax it withholds in accordance with the requirements of the Construction Industry Scheme. Otherwise, all payments under this Agreement will be made gross.

12. TERMINATION RIGHTS

12.1 Following an Event of Default the Council may end this Agreement by serving one month's written notice on the Developer (save that the Council shall not be entitled to end this Agreement after the relevant Event of Default has been rectified the Council having chosen not to end this Agreement when the Event of Default remained outstanding) and for the avoidance of doubt this shall mean that where the Council fails to terminate this Agreement for a Development Default:

12.1.1 prior to the Enterprise Centre Development Works commencing and the Enterprise Centre Development Works are then commenced; and/or

12.1.2 prior to the Enterprise Centre Development Works being completed and the Enterprise Centre Development Works are subsequently completed

in both instances the Council shall not be entitled to terminate this Agreement for the relevant Development Default.

12.2 If the Council ends this Agreement pursuant to **clause 12.1** or **clause 3.6** the Developer is at the request of the Council and for no consideration to assign to the Council or as the Council otherwise directs the benefit of all or any of the following such as then exist:

12.2.1 the Building Contract(s) and any Performance Bond;

12.2.2 the Appointments;

12.2.3 any other contracts or agreements entered into by the Developer in relation to the SW2 Enterprise Centre Development Works;

12.2.4 all the Developer's rights against the Building Contractor, Principal Sub-Contractors and the members of the Professional Team;

12.2.5 all warranties whether as to design, materials or otherwise in relation to the SW2 Enterprise Centre Development Works and any other guarantees and warranties given by the Building Contractor, Professional Team and suppliers and manufacturers to the Developer in respect of all plant, machinery and apparatus installed as part of the SW2 Enterprise Centre Development Works;

12.3 This **clause 12** will continue to apply after any rescission or determination of this Agreement.

12.4 Where this Agreement is lawfully terminated following an Event of Default the Developers shall no longer have a right to receive the Development's Payment and Development Management Fee but the Council shall still be required to pay all Development Costs (within the Maximum Commitment) demanded prior to termination and/ or within six weeks of termination of this Agreement, provided such Development Costs are incurred and applied for in accordance with **Schedule 8**.

12.5 The termination of this Agreement will not prejudice any rights or remedies which either party may have against the other in respect of any antecedent breaches of this Agreement but, for the avoidance of doubt, the Developer will not be required to reimburse any Development Costs previously properly paid by the Council to the Developer in respect of the SW2 Enterprise Centre Development.

13. DETERMINATION OF DISPUTES

13.1 Any dispute or difference arising under or in connection with this Agreement may be referred to adjudication in accordance with the following provisions:

13.1.1 the Adjudicator shall be the following people:

13.1.1.1

13.1.1.2

13.1.1.3

or such person as may be nominated by the following nominating body
[] [DN: **Please specify**];

- 13.1.2 the adjudication related provisions of the Scheme for Construction Contracts SI 1998 No 649 as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 shall apply; and
- 13.1.3 the Adjudicator's decision shall be binding until the dispute or difference is finally determined by the English courts as provided in **clause 13.2**.
- 13.2 Subject always to **clause 13.1** above if any dispute arises between the Developer and the Council relating to or arising out of the terms of this Agreement, the Council or the Developer may give to the other written notice requiring the dispute to be determined under **clauses 13.2 – ~~13.11~~** of this Agreement. The notice is to:
- 13.2.1 propose an appropriate Specialist;
- 13.2.2 state whether the Specialist is to act as an independent expert or an arbitrator, having regard to the terms of **clauses 13.2- ~~13.11~~**; and
- 13.2.3 specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 13.3 For the purposes of **clauses 13.2 –~~11~~** of this Agreement a "Specialist" is a person:
- 13.3.1 qualified to act as an expert or an arbitrator in relation to the dispute;
- 13.3.2 having not less than ten years' professional experience; and
- 13.3.3 having practical experience in relation to developments in the nature of the SW2 Enterprise Centre Development and property in the same locality as the Property.
- 13.4 The recipient of a notice under **clause 13.2** will be deemed to accept the identity of the Specialist and the capacity in which he is to act unless it gives notice in writing to the party serving the notice rejecting one or more of the proposals within five Working Days of receipt of the notice and on the service of a notice rejecting one or more of the proposals, **clause 13.5** will apply.
- 13.5 Unless the Developer and the Council agree or are deemed to agree the terms for resolving the dispute set out in the notice served under **clause 13.2**:
- 13.5.1 any dispute over the type of Specialist appropriate to resolve the dispute or the capacity in which a Specialist is to act may be referred at the request of the Developer or the Council to the President or next

most senior available officer of the Royal Institution of Chartered Surveyors who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination and to determine the capacity in which the Specialist is to act; and

- 13.5.2 any dispute over the identity of the Specialist is to be referred at the request of the Developer or the Council to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Royal Institution of Chartered Surveyors.
- 13.6 The reference to a Specialist is to be made to him as an expert unless:
- 13.6.1 the dispute is of such a nature that it is not capable of being determined by an expert;
- 13.6.2 both the Developer and the Council agree, or are deemed to agree, that the Specialist should act as an arbitrator;
- 13.6.3 this Agreement specifies that the dispute is to be determined by an arbitrator; or
- 13.6.4 **clause 13.7** applies.
- 13.7 If any dispute raises or relates to the same or similar issues as those which have been or are being submitted to independent determination under the Building Contract the Council and the Developer will endeavour to appoint the same person acting in the same capacity as may be appointed to resolve the dispute under the Building Contract and to have the dispute proceedings under this Agreement and the Building Contract consolidated.
- 13.8 Where a Specialist is to act as an independent expert:
- 13.8.1 the Developer and the Council may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
- 13.8.2 the Developer and the Council are to have a further ten Working Days to make written comments on each other's representations and will copy the written comments to the other party;

- 13.8.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 13.8.4 the Specialist is not to take oral representations from the Developer or the Council without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 13.8.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 13.8.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 13.9 Where a Specialist is to act as an arbitrator:
- 13.9.1 all submissions made or evidence supplied to him are to be in writing unless the parties agree within ten Working Days of his appointment that this requirement does not apply;
- 13.9.2 the date of his award will be deemed to be the date on which he serves a copy of the award on the Developer and the Council;
- 13.9.3 he will not be entitled to order the rectification, setting aside or cancellation of this Agreement or any other deed or document;
- 13.9.4 he will not be entitled to direct that the recoverable costs of the arbitration, or any part of it, be limited to a specified amount; and
- 13.9.5 he will not be entitled to require that security be provided in respect of the costs of the arbitration.
- 13.10 Responsibility for the costs of referring a dispute to a Specialist under **clauses 13.2 – 13.11** ~~(–)~~, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 13.11 The decision of a Specialist (if acting as an expert) will be binding on the parties (save in the case of manifest error)
- 13.12 **Clauses 13.2 – 13.11** ~~(–)~~ do not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts.
- 13.13

- 13.13.1 Where stated in this Agreement that any dispute or question between the parties is to be referred to fast track determination the provisions of **clauses 13.1 - 13.10** shall apply with the following modifications
- 13.13.2 The expert shall be [] of [] or if he is unwilling or unable to act, a person appointed on the application of either party by whichever of the bodies referred to in **clause 13.4** is as appropriate having regard to the nature of the dispute (and that body will be requested to make the appointment within two Working Days of receipt of the application) **[DN: identity of expert to be agreed]**
- 13.13.3 **clauses 13.8.1 - 13.8.4** shall not apply and the expert may (but is not obliged to) afford the parties such opportunity to make written or oral submissions as he sees fit having regard to the timescale in **clause 13.13.4** and the experts overriding duty to act fairly between the parties
- 13.13.4 The timescale in **clause 13.8.6** shall be reduced to 5 Working Days and the words "to use all reasonable endeavours" are deleted.

14. CONFIDENTIALITY

- 14.1 Subject to **clause 15.4.3**, neither the Developer nor the Council are without the prior written consent of the other knowingly to disclose or publish or permit or cause to be disclosed or published any details of this Agreement or its existence save only:
- 14.1.1 to the extent necessary in order to comply with the requirement of the Stock Exchange;
- 14.1.2 to HM Revenue and Customs or the rating authority;
- 14.1.3 to the extent necessary to effect noting or registration at the Land Registry by means only of a Unilateral Notice but without sending this Agreement or any copy of it to the Land Registry;
- 14.1.4 to the extent necessary to comply with statutory obligations;
- 14.1.5 to the extent necessary for audit purposes;
- 14.1.6 to the extent necessary to obtain professional advice in relation to the determination of any dispute under **clause 13.4** and to the Specialist; or
- 14.1.7 to the extent ordered to do so by the court or any other competent authority.

14.2 The Developer and the Council are to procure that their professional advisers and agents are fully instructed and required to comply with these restrictions on disclosure.

15. FREEDOM OF INFORMATION

15.1 The Developer understands and acknowledges that the Council is subject to the requirements of FOIA and the EIR and agrees to assist and co-operate with the Council to enable the Council to comply with its obligations under FOIA and the EIR insofar as they relate to this Agreement or the SW2 Enterprise Centre Development.

15.2 Subject to compliance by the Council with **clause 15.3**, the Developer shall provide the Council with a copy of all Information required to comply with any Request for Information (to the extent that the Council does not already have such Information and has made a written request for the provision of such Information) and such Information shall be provided in: -

15.2.1 such form as the Council may reasonably specify in writing; and

15.2.2 sufficient time to see to it that the Council should reasonably be in a position to comply with its obligations under FOIA and/or EIR in respect of the disclosure in connection with such Request for Information.

15.3 The Council acting reasonably and responsibly shall be responsible for determining whether any Information is exempt from disclosure under FOIA and for determining in its absolute discretion the Information to be disclosed in response to a Request for Information provided always that the Council shall: -

15.3.1 promptly upon receipt of each Request for Information, give notice to the Developer of such Request for Information and in such notice shall: -

15.3.1.1 confirm (having given reasonable and proper consideration to the exemptions under FOIA) whether or not any Information is exempt from disclosure under FOIA pursuant to such Request for Information; and

15.3.1.2 (to the extent applicable) provide the Developer with sufficient information to allow it to collate and provide any Information which it hold and which is required to be disclosed in respect of such Request for Information;

15.3.2 consult with and seek the views of the Developer in respect of each Request for Information (giving due regard to any timely views obtained) before the Council: -

15.3.2.1 makes any determination pursuant to this **clause 15.3**; and/or

15.3.2.2 discloses any Information;

15.3.2.3 in respect of such Request for Information.

Provided that it is accepted by the Developer that such consultation may not impede the dealing with any Request for Information within the time limits required by FOIA.

15.4 The Council shall be responsible for its own and the Developer's reasonable and proper costs in respect of complying with their respective obligations under this **clause 15**.

16. COPYRIGHT

16.1 The Developer:

16.1.1 grants to the Council an irrevocable, royalty-free licence to use and reproduce the Design Documents prepared by or in which the Developer has copyright; and

16.1.2 waives all moral rights to them under the Copyright, Design and Patents Act 1988.

17. DEALINGS

17.1 Subject to the terms this **clause 17**, this Agreement is incapable of being assigned, charged, held on trust or in any way being dealt with by the Developer or by the Council.

17.2 The Developer may assign the benefit of this Agreement to any company within the same group as the Developer (within the meaning of section 42 or the Landlord and Tenant Act 1954) ("**Developer's Group**") subject to the assignee entering into a direct covenant with the Council to comply with the terms of the this Agreement.

17.3 The Council may assign this Agreement to a Statutory Successor without consent.

18. EFFECT OF THIS AGREEMENT

- 18.1 The parties acknowledge that this Agreement forms the entire agreement between them relating to its subject matter.
- 18.2 No modification, variation or waiver of any of the terms of this Agreement will be effective unless made in writing and signed by the parties to this Agreement.
- 18.3 This Agreement does not create and is not in any circumstances to be taken as having created a partnership between the Council and the Developer.
- 18.4 The Developer is not and will not at any time hold itself out as the agent of the Council for any purposes and under no circumstances will the Developer have the authority to bind the Council or hold itself out to the public, the Building Contractor or any member of the Professional Team as having such authority.
- 18.5 All contracts and agreements entered into by the Developer pursuant to this Agreement will be contracts or agreements between the Developer as principal and the respective third parties and the Council will have no obligation or liability under them.
- 18.6 The Developer acknowledges that it does not have and will not have any lien over the SW2 Enterprise Centre Development, the site or the Surplus Property in respect of payments due to it under this Agreement.

19. COUNCIL AS PARTY

The Council enters into this Agreement in its capacity as landowner only and nothing contained in this Agreement shall prejudice or affect all or any of the statutory rights powers obligations and/or duties from time to time vested in the Council and all such rights powers obligations and duties shall be enforceable and exercisable in relation to the Site and/or the SW2 Enterprise Centre Development Works by the Council as fully and freely as if the Council were not the owner of the Site or the Surplus Property or parts thereof and/or this Agreement had not been entered into.

20. CORRUPT OR ILLEGAL PRACTICES

- 20.1 The Council may determine this Agreement forthwith by notice in writing to the Developer and recover from the Developer the amount of any loss resulting from such determination if:
- 20.1.1 the Developer or Guarantor shall have offered or given or agreed to give to any person any gift inducement or reward in relation to the

obtaining or execution of this Agreement or any other contract with the Council; and

- 20.1.2 any person acting on behalf of the Developer including all Building Contractors and members of the Professional Team and with its consent commits any of the acts as referred to in **clause 20.1.1**;

- 20.1.3 the Developer shall (in relation to this Agreement or any other contract with the Council) have committed any offence under the Prevention of Corruption Acts 1889 to 1916, under section 117(2) of the Local Government Act 1972 or the Bribery Act 2010

- 20.2 If this Agreement is terminated as provided in **clause 20** the provisions of **clause 13** will apply.

- 20.3 The Developer shall see to it that that all persons engaged in the SW2 Enterprise Centre Development and the Surplus Property Development are aware of the terms of this clause and if any of these commits any of the acts as referred to in **clause 20.1** shall as soon as reasonably practicable terminate their Building Contract, Appointment or other form of engagement.

21. COUNCIL POLICIES

To the extent that they are lawful and do not contradict the terms of any document subsequently entered into by the Developer with the Council's consent the Developer will comply with the following Council Policies from time to time in force:

- 21.1 Internal Planning Guidance;
- 21.2 H&S;
- 21.3 Sustainability;
- 21.4 Apprenticeships;
- 21.5 Co-operative Council;
- 21.6 Community Benefit;
- 21.7 Local procurement;
- 21.8 London living wage.

22. LOCAL LABOUR

The Developer will comply with its local labour statement annexed to this Agreement

23. **DECANT STRATEGY**

The Council and the Developer will work together to agree a decant strategy document dealing with timings and manner of the Council vacating the SW2 Enterprise Centre [Site](#) and the Surplus Properties as soon as reasonably practicable following the date of this Agreement and in any event by the date of submission of the Planning Applications provided that if the parties have not agreed such strategy by that date then either party may refer the decant strategy for determination by a Specialist pursuant to **clause 13**.

24. **CONSENT AND APPROVAL**

Wherever in this Agreement any action or obligation is authorised or required or agreed to be taken and performed to or by the Council it shall be sufficient if such action or obligation is taken or performed by the Chief Executive of the Council or other officer or agent duly authorised by the Chief Executive of the Council or having ostensible authority.

25. **NO RESTRICTIONS ON ADJOINING PROPERTY**

Nothing herein contained or implied shall be deemed to restrict in any way the rights of the Council to lease occupy use build on develop or otherwise dispose of any adjoining property belonging to the Council respectively upon such conditions and terms as the Council may reasonably think fit and whether free from or subject to similar or entirely different restrictive or other covenants agreements or other provisions nor shall impose or be deemed to impose any restrictions on the use of any land or buildings now or hereafter belonging to the Council and not comprised in this Agreement or give the release or modification of any covenant agreement condition or stipulation entered into by any lessee or tenant of the Council or any other person in respect of property not comprised in this Agreement or operate to prevent or restrict in any way the development of any land not comprised in this Agreement but, for the avoidance of doubt, the Council shall not grant Third Party Interests over the SW2 Enterprise Centre Site unless requested to do so by the Developer pursuant to the terms of this Agreement.

26. **NOTICES**

- 26.1 Any notice to be given by one party to any other party under, or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it to the address set out in **clause 26.3** by letter either delivered by hand or sent by pre-paid recorded delivery, special delivery or registered post, to the address set out in **clause 26.3** and in each case marked for the attention of the relevant party (or as otherwise notified from time to time in accordance with the provisions of this

clause 26). Any notice so served shall be deemed to have been duly given and received by the party to whom it is addressed:

- 26.1.1 in the case of delivery by hand, when delivered as aforesaid;
- 26.1.2 in the case of prepaid recorded delivery, special delivery or registered post, at 10.00 a.m. on the second working day following the date of posting; and
- 26.1.3 in the case of registered airmail, at 10.00 a.m. on the fifth working day following the date of posting

provided that in each case where delivery is by hand and occurs after 5.00 p.m. on a working day or on a day which is not a working day, service shall be deemed to occur at 9.00 a.m. on the next following working day

- 26.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in **clause 26.3** (or as otherwise notified by the party hereunder) and delivered either to that address and acknowledged or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery, registered post or airmail letter.
- 26.3 The addresses of the parties for the purposes of **clause 26.1** are as follows:

Council

Address: London Borough of Lambeth, Lambeth Town Hall, Brixton, London, SW2 1RW

For the attention of: [?]

Developer

Address: 55 Baker Street, London W1U 8EW

For the attention of: The Company Secretary

- 26.4 A party may notify any other party to this Agreement of a change to its name, relevant addressee, or address for the purposes of this **clause 26**, provided that, such notice shall only be effective on:
- 26.4.1 the date specified in the notice as the date on which the change is to take place; or
- 26.4.2 if no date is specified or the date specified is less than five Working Days after the date on which notice is given, the date following five Working Days after notice of any change has been given

26.5 All notices under or in connection with this Agreement shall be in the English language.

27. PROTECTION OF THIS AGREEMENT

The Developer is not entitled to protect this Agreement against the SW2 Enterprise Centre Site.

28. GUARANTOR

The Guarantor will comply with its obligations in **Schedule 12**.

29. ENFORCEMENT

29.1 This Agreement is to be governed by and interpreted in accordance with English law.

29.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Council who retains the right to sue the Developer and the Guarantor and enforce any judgment against the Developer or the Guarantor in the courts of any competent jurisdiction.

30. GOOD FAITH

The Developer the Council and the Guarantor agree to act in good faith in relation to the provisions of this Agreement.

31. SURPLUS PROPERTIES

The parties will comply with their obligations in **Schedule 9**.

32. EXECUTION

32.1 The Developer and the Council and the Guarantor have executed this Agreement as a deed on the date set out in the Particulars.

32.2 Any person who witnesses the sealing of this Agreement is to be treated as having signed this Agreement for the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989.

SCHEDULE 14

Planning Conditions, Listed Building Consent and CIL

PART 1: PLANNING PERMISSION

1. Defined terms

1.1 In this Schedule, the following words and expressions have the following meanings:

"Appeal"	all or any of the following: (a) an application to the local planning authority under section 73 of the Planning Act to vary or remove of an Onerous Condition in a Planning Permission; (b) an application to the Secretary of State under sections 78 and 79 of the Planning Act following a Planning Refusal by the local planning authority; or (c) a Calling-In
"Calling-In"	a direction by the Secretary of State that a Planning Application be referred to him for determination under section 77 of the Planning Act
"Challenge"	a challenge by way of an application for judicial review of the decision by the relevant Planning Authority to grant the relevant Planning Permission including an application to a High Court appealing against the judgement in respect of an initial application given in a lower court
"Challenge Period"	the following periods, each calculated from and including the Permission Date: (a) following the grant of Satisfactory Planning Permission by the local planning authority (including after the

	determination of an application under section 73 of the Planning Act), the period of eight weeks; or
	(b) following the grant of Satisfactory Planning Permission by or on behalf of the Secretary of State, the period of six weeks
"SW2 Enterprise Centre Planning Application"	the initial application made by or on behalf of the Developer for Planning Permission for the SW2 Enterprise Centre Development and the Development set out in paragraph (a) of the definition of "Surplus Property Development" and includes any further applications or variations made in accordance with this Schedule
"Inspector"	any person appointed by the Secretary of State under the Planning Act to determine appeals made under section 78 of the Planning Act or to determine a Calling-In.
"Onerous Condition"	a condition the Council (in its absolute discretion) considers onerous
"Permission Date"	the date of a Satisfactory Planning Permission which means the date written, printed or stamped on the Planning Permission issued by the local planning authority or the letter or other document issued by the Secretary of State or the Inspector following an Appeal or a Calling-In
"Planning Agreement"	an agreement or undertaking in respect of an affecting the Site or Surplus Property or the SW2 Enterprise Centre Development Works, whether or not affecting other property pursuant to: <ul style="list-style-type: none"> (a) Section 106 of the Planning Act; or (b) Section 111 Local Government Act 1972

"Planning Applications"	The SW2 Enterprise Centre Planning Application and the Surplus Property Planning Application
"Planning Counsel"	the planning counsel appointed by agreement between the parties
"Planning Decision"	a Planning Refusal or the grant of Planning Permission whether by the local planning authority, the Secretary of State or an Inspector
"Planning Period"	the period of 24 7 months beginning on the date of this Agreement subject to extension in accordance with Part 1 of this Schedule
"Planning Proceedings"	all of any of the following: <ul style="list-style-type: none"> (a) an application made for judicial review by a third party following the grant of a Planning Permission by the local planning authority; (b) an application for judicial review by the Developer following a Planning Refusal by the local planning authority; (c) an application made under section 288 of the Planning Act by a third party following the grant of Planning Permission by the Secretary of State or an Inspector; or (d) an application made under section 288 of the Planning Act by the Developer following a Planning Refusal by the Secretary of State or an Inspector; and (e) includes any appeal to a higher court made against a judgement given in a lower court.
"Planning Refusal"	any of the following: <ul style="list-style-type: none"> (a) a refusal by the local planning

authority to grant planning permission pursuant to a Planning Application;

- (b) a refusal by the local planning authority to vary or remove an Onerous Condition pursuant to an application made by the Council under section 73 of the Planning Act;
- (c) a refusal by or on behalf of the Secretary of State to grant planning permission following a Planning Appeal or a Calling-In;
- (d) a failure by the local planning authority to determine the Planning Application within the period required under section 78(2) of the Planning Act; or
- (e) the grant of a Planning Permission which is subject to any Onerous Condition or requires a Infrastructure Agreement to be entered into on terms which contain an Onerous Condition

“Satisfactory SW2 Enterprise Centre Planning Permission” a Planning Permission which is acceptable to the Council (in its absolute discretion) for the SW2 Enterprise Centre [Site](#)

“Satisfactory Planning Permission” a Satisfactory SW2 Enterprise Centre Planning Permission or a Satisfactory Surplus Property Planning Permission (as the context permits)

“Satisfactory Surplus Property Planning Permission” an outline Planning Permission (or permissions) that is acceptable to the Council (in its absolute discretion) for the Surplus Properties

“Secretary of State” the Secretary of State or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Planning Act

“Surplus Property Planning Application” the initial application(s) made by or on behalf of the Developer for Planning Permission for the Surplus Property Development including any further applications or variations made in

accordance with this Schedule

2. Obtaining Satisfactory Planning Permission

- 2.1 Subject to **Schedule 9** the Developer is to use all reasonable endeavours to obtain the Satisfactory Planning Permissions as soon as reasonably practicable after the date of this Agreement with the reasonable assistance of Council as landowners, where appropriate.
- 2.2 The Developer is to act in accordance with any reasonable and proper instructions of the Council given in connection with the Planning Applications so long as they do not materially and adversely affect the chances of obtaining Satisfactory Planning Permission.
- 2.3 Neither the Developer nor the Council is to commence Planning Proceedings following the grant of a Satisfactory Planning Permission.
- 2.4 Following the grant of the Satisfactory Planning Permissions, the Overarching Conditions will not be satisfied until:
 - 2.4.1 the relevant Challenge Period has expired without Planning Proceedings being commenced; or
 - 2.4.2 if Planning Proceedings are commenced during the Challenge Period, those proceedings are finally disposed of leaving in place a Satisfactory SW2 Enterprise Centre Planning Permission and a Satisfactory Surplus Property Planning Permission.
- 2.5 If the Planning Period would otherwise come to an end, the Planning Period is to be extended as follows:
 - 2.5.1 following the grant of Satisfactory Planning Permission, to the day after the Challenge Period expires;
 - 2.5.2 following a Planning Refusal, to the date eight weeks after the date of the Planning Refusal, subject to further extensions under **paragraph 2.5.3**;
 - 2.5.3 if the Developer makes an Appeal or commences Planning Proceedings in accordance with this Schedule following a Planning Refusal:
 - 2.5.3.1 if the Appeal or Planning Proceedings result in the grant of a Satisfactory Planning Permission, the date following the disposal of the Appeal or Planning Proceedings calculated in accordance with **paragraph 2.5.1**;

2.5.3.2 if the Appeal or Planning Proceedings result in a Planning Refusal, the date following the disposal of the Appeal or Planning Proceedings calculated in accordance with **paragraph 2.5.2**;

2.5.4 if Planning Proceedings are begun by a third party during a Challenge Period, to the date ten Working Days after all Planning Proceedings have been determined or discontinued; and

2.5.5 if an application is made to Planning Counsel or a Specialist under this Schedule, to the date twelve weeks after the Council receives written notice of his determination.

3. The Planning Applications

3.1 The terms of every Planning Application are to be approved by the Council, such consent not to be unreasonably withheld or delayed and in the case of the SW2 Enterprise Centre Planning Application where the application is made in accordance with the Employer's Requirements as settled between the parties to this Agreement.

3.2 The SW2 Enterprise Centre Planning Applications are to be submitted in the joint names of the Developer and the Council.

3.3 The Developer shall submit the Planning Applications simultaneously.

3.4 The Developer:

3.4.1 is to submit the Planning Applications to the local planning authority by the Planning Submission Date;

3.4.2 may, with the prior written consent of the Council, such consent not to be unreasonably withheld or delayed:

3.4.2.1 amend any Planning Application made to the local planning authority; or

3.4.2.2 withdraw a Planning Application and immediately submit a fresh Planning Application

3.4.2.3 in each case where it is reasonable to do so in order to obtain Satisfactory Planning Permission; and

3.4.3 may agree with the local planning authority any extension to the statutory period not exceeding six months for determining the Planning Application under section 78(2) of the Planning Act.

3.5 The Developer may enter into negotiations or discussions with the local planning authority to facilitate the grant of Planning Permission but will not enter into any agreement with the local planning authority without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.

3.6 The Developer is to:

3.6.1 work with the Council throughout the planning process to see to it that the Planning Application meets with the Council's aspirations;

3.6.2 provide to the Council a copy of each Planning Application made to the local planning authority;

3.6.3 keep the Council informed at reasonable intervals, but not more than once in each calendar month, of the progress of each Planning Application, amendments made to each Planning Application, each withdrawal of a Planning Application and details of all discussions and negotiations with the local planning authority;

3.6.4 give the Council reasonable prior notice of any meetings with the local planning authority and allow the Council to attend those meetings; and

3.6.5 upon written request by the Council provide the Council with copies of all notes, correspondence, documents and minutes of meetings concerning the Planning Application.

4. Planning Decisions – SW2 Enterprise Centre

4.1 The Developer is to notify the Council of each Planning Decision in relation to the SW2 Enterprise Centre Planning Application and provide a copy of the Planning Decision to the Council not later than five Working Days after notice of the Planning Decision has been given to the Developer.

4.2 If there is a Planning Refusal, the Developer is to notify the Council in writing within two weeks after the date of the Planning Refusal whether it wishes to make an Appeal or commence Planning Proceedings in respect of that Planning Refusal.

4.3 If Planning Permission is granted, the Council is to notify the Developer in writing within four weeks after the Permission Date whether it considers that the Planning Permission is a Satisfactory SW2 Enterprise Centre Planning Permission or not.

4.4 On the service of notice by the Council under **paragraph 4.3**, the Planning Permission is to be treated as a Planning Refusal or a Satisfactory Planning Permission as the case may be.

4.5 If the Council does not give notice under **paragraph 4.3** within four weeks of the Permission Date, the Developer may serve notice in writing on the Council requiring the Council to service notice under **paragraph 4.3** and if the Council does not do so within two weeks of the Developer's notice, the Planning Permission is to be treated as a Planning Refusal.

5. **Planning Decisions – Surplus Property**

5.1 The Developer is to notify the Council of each Planning Decision in relation to the Surplus Property Planning Application and provide a copy of the Planning Decision to the Council not later than five Working Days after notice of the Planning Decision has been given to the Developer.

5.2 If there is a Planning Refusal, the Council is to notify the Developer in writing within two weeks after the date of the Planning Refusal whether it wishes to make an Appeal or commence Planning Proceedings in respect of that Planning Refusal.

5.3 If Planning Permission is granted, the Council is to notify the Developer in writing within four weeks after the Permission Date whether it considers that the Planning Permission is a Satisfactory Surplus Property Planning Permission or not.

5.4 On the service of notice by the Council under **paragraph 5.3**, the Planning Permission is to be treated as a Planning Refusal or a Satisfactory Planning Permission as the case may be.

5.5 If the Council does not give notice under **paragraph 5.3** within four weeks of the Permission Date, the Developer may serve notice in writing on the Council requiring the Council to serve notice under **paragraph 5.3** and if the Council does not do so within two weeks of the Developer's notice, the Planning Permission is to be treated as a Planning Refusal.

6. **Appeals and Planning Proceedings**

6.1 Following a Planning Refusal:

6.1.1 the Developer is not to Appeal or commence Planning Proceedings except in accordance with this **paragraph 6**;

6.1.2 if the Council so requests following a Planning Refusal by the local planning authority:

6.1.2.1 if the Planning Refusal arose because of the failure by the local planning authority to determine the Planning Application within the period required under section 78(2) of the Planning Act (taking into account any extensions

permitted by the Developer in accordance with this Schedule), the Developer is (if required by the Council) to make an Appeal; and

6.1.2.2 if the Planning Refusal arose for any other reason the Developer is to Appeal or commence Planning Proceedings if requested by the Council.

6.2 If the Developer makes an Appeal or commences Planning Proceedings it is to:

6.2.1 prosecute the Appeal or Planning Proceedings with all due diligence and in a good and efficient manner;

6.2.2 continue the Appeal or Planning Proceedings to their conclusion unless the Council otherwise agrees;

6.2.3 keep the Council informed on the progress of the Appeal or Planning Proceedings including all correspondence, notifications, instructions to and advice of counsel, evidence of expert and other witnesses and the dates of any inquiry, hearing or for the submission of written representations; and

6.2.4 allow the Council to attend at conferences with counsel and other relevant meetings.

6.3 If a third party commences Planning Proceedings then unless directed otherwise by the Council, the Developer is to contest all such Planning Proceedings with all due diligence and be bound as set out in **paragraph 6.2** of [part 1 of this Schedule 1](#).

PART 2: LISTED BUILDING CONSENT CONDITION

1. **Definitions**

In this Part of this Schedule the following words and expressions have the following meanings:

“Listed Building Application” an application to be made by or on behalf of the Developer for Listed Building Consent or any substituted application which may be made by or on behalf of the Developer in the joint names of the Developer and the Council;

“Listed Building Consent” a listed building consent as referred to in the

Relevant Act;

“Relevant Act” the Planning (Listed Buildings and Conservation Areas) Act 1990;

“Satisfactory Listed Building Consent” a Listed Building Consent pursuant to the SW2 Enterprise Centre Planning Application to be made by or on behalf of the Developer that is acceptable for the Council (in its absolute discretion)

2. Listed Building Condition

This Condition is:

- 2.1 the grant of a Satisfactory Listed Building Consent; and
- 2.2 the Satisfactory Listed Building Consent being free of challenge meaning:-
 - 2.2.1 no Planning Proceedings are made in respect of it within the Challenge Period; or
 - 2.2.2 if any Planning Proceedings are made within the Challenge Period either:
 - 2.2.2.1 the proceedings are abandoned, lost or finally disposed of leaving in place a Satisfactory Listed Building Consent; or
 - 2.2.2.2 if such proceedings are successful and the subject matter of the proceedings are referred back to the local planning authority or Secretary of State for reconsideration that (in consequence of such reconsideration) a Satisfactory Listed Building Consent is granted.

3. Obligations

The provisions of **paragraphs 1-6 of Part 1** of this Schedule shall apply to the parties respective endeavours to secure satisfaction of this Condition insofar as relevant to a Listed Building Consent and with such paragraphs being read and construed as referring to the Listed Building Application instead of the Planning Application, to the Listed Building Consent instead of the Planning Permission and to the provisions of the Relevant Act which correspond or are similar in purpose to the provisions of the Planning Act referred to in those paragraphs.

4. Waiver

- 4.1 Following the grant of a Listed Building Consent the Council may waive:

4.1.1 its right to object to the terms of the Listed Building Consent because of the presence of any Onerous Condition(s) by serving written notice to this effect on the Developer; and

4.1.2 the provisions of **paragraph 2.2** of this **Part 2** of the Schedule.

5. Time Limit

The time limit for satisfying this Condition is the Planning Period.

PART 3: PLANNING AGREEMENTS

6. The Developer and/or the Council as the case may be is to enter into any Planning Agreement required by the local planning authority as a condition to the grant of Planning Permission subject to the following conditions being satisfied:

6.1 the Planning Agreement does not contain terms which:

6.1.1 take effect before the date of the Planning Permission; or

6.1.2 are not acceptable to the Council.

6.2 The Planning Agreement is to be conditional on the SW2 Enterprise Centre Development Works being implemented.

3. PART 3: CIL

6.3 The parties shall work together to seek to mitigate the Council's liability to pay the community infrastructure levy both to the London Borough of Lambeth and the Mayor of London.

6.4 the Council shall retain liability in respect of CIL in relation to the SW2 Enterprise Centre Development.

6.5 If the local authority has adopted a CIL charging schedule before the grant of a Satisfactory SW2 Enterprise Centre Development Planning Permission the Developer shall submit the Notice of Commencement of Development prior to commencement of development of the SW2 Enterprise Centre Development and shall provide a draft of the same to the Council at least 7 Working Days in advance.

6.6 The Developer is to indemnify the Council in respect of any costs, fees, liabilities, or other expenses arising out of the failure by the Developer to serve a Notice of Commencement of Development in accordance with **paragraph 6.5** above.

SCHEDULE ~~222~~

Viability Condition, Vacant Possession, and Surplus Properties Sale Conditions

1. Viability

- 1.1 The Viability Condition is at the date of the satisfaction or waiver as the case may be of all other Overarching Conditions the Council confirming to the Developer that the Council has either:
- 1.1.1 receipts from sales of the Surplus Sites which exceeds or will exceed the Maximum Commitment; or
- 1.1.2 if receipts from sales of the Surplus Sites do not or will not exceed the Maximum Commitment, or the Council has waived the sale of all or some of the Surplus Properties as an Overarching Condition (for the avoidance of doubt, the Surplus Properties here being those identified at the appropriate time as a Surplus Property) confirmation from the Council that the Council has sufficient other financial resources available to fund the development of the SW2 Enterprise Centre [Site](#) and comply with its obligations pursuant to this Agreement.
- 1.2 The Council shall serve notice on the Developer as soon as reasonably practicable following satisfaction of all the other Overarching Conditions whether the Viability Condition is satisfied or not.
- 1.3 On the service of a notice confirming that the Viability Condition is satisfied, then the Viability Condition shall be treated as satisfied. If the Council serves notice stating that the Viability Condition is not satisfied, or fails to serve any notice pursuant to **paragraph 1.2**, then the Viability Condition shall not be treated as being satisfied and the parties will work together with a view to addressing the viability issues.
- 1.4 The Council (but not the Developer) may waive this condition and on the service of such notice the Viability Condition will be deemed to be satisfied on the date of such notice.

2. Vacant Possession

The Council shall use reasonable endeavours to provide vacant possession (save for [the Substation Leases](#)) where the provisions of **clauses 3.1.9** and **4.1.56** shall apply) in accordance with the Decant Strategy.

3. Surplus Properties Sale Conditions

- 3.1 The Surplus Properties Sale Condition is the sale by the Council of the Surplus Properties for sums and on terms acceptable to the Council (acting reasonably).
- 3.2 The Council may waive this Condition in whole or part as to all or some or one of the Surplus Properties and in such waiver this Condition will be satisfied either in whole or part as the case may be.

SCHEDULE ~~333~~

Site Assembly

1. Definitions

In this Schedule the following words and expressions have the following meanings:

- "1 Town Hall Parade Interests"** (a) a lease dated 5th February 1996 made between ~~(1) The Mayor and Burgesses of the London Borough of Lambeth and (2) Thomas Joseph Hayden~~ relating to the second and third floor flat
- (b) a lease dated 26 June 2000 made between the Council (1) and Fridge Properties Limited (2) (registered under title TGL178502) relating to the basement, ground and first floors);
- (c) a licence dated 2 December 2012 made between Friday Properties Limited (1) and Yoshiha Entertainment Limited (2) relating to the basement ground and first floors; and
- "Appropriation Costs"** any compensation costs and expenses payable to owners and/ or occupiers or holders of rights pursuant to the provisions of sections 236 or 237 of the Planning Act and all administrative / project management / acquisition / professional other costs and expenses reasonably and properly incurred or to be incurred by the Council from and including the arising from or in connection with the Appropriation
- "Confirmation"** confirmation of the CPO by the

Secretary of State either in whole or in part where the exclusion from the CPO of any interest or right does not materially adversely affect the SW2 Enterprise Centre Development or render the same materially more costly or more lengthy to complete or materially adversely affect the use or enjoyment of the Site for the various purposes anticipated by this Agreement and Confirm and Confirmed shall be construed accordingly;

"CPO"

the proposed compulsory purchase order (s) to be made by the Council to acquire the Outstanding Interests;

"CPO Costs"

the aggregate of all compensation costs and expenses payable to all third parties and all administrative / project management / acquisition / professional other costs and expenses reasonably and properly incurred or to be incurred by the Council from and including any arising from or in connection with the preparation for and the making and obtaining confirmation of and the implementation of a CPO

"CPO Land"

the land (and each and every part of it) in or over which interests or rights including any New Rights are to be acquired pursuant to the CPO and which is shown in draft for identification purposes only on [Plans 1 and 4](#) ~~the plan annexed to this Agreement.~~ **[Note: To include Olive Morris House and 1 Town Hall Parade]**

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"Council's Surveyors"

[TBC]

"Inquiry"	a public inquiry or public inquiries conducted by a person appointed for that purpose by the Secretary of State to report to him on the objections made to the CPO
"New Right"	any right (not in existence at the date the CPO is made) in or over the CPO Land required to implement the Development as described in section 13(1) of the Local Government (Miscellaneous Provisions) Act 1976;
"Outstanding Interests"	(a) any freehold or leasehold interest in or any lease or tenancy or licence or any other right (including any right to enforce a covenant or obligation) or any other matter which would prevent or interfere with the Development and not in the ownership of the Council or the Developer at the date of this Agreement in or over the CPO Land; and (b) any New Right
"Secretary of State"	the Secretary of State for Communities and Local Government or other ministry or authority for the time being having or entitled to exercise the powers now conferred upon that Secretary of State by Parts IX and X of the Act and the Acquisition of Land Act 1981 and any other relevant legislation and where the context requires shall include a person appointed by the said Secretary of State to make a determination on his behalf;
"Target Date"	Means the target date for the making of the CPO as agreed by the Council pursuant to paragraph 7.2
"Upper Tribunal"	Means the Lands Chamber of the Upper Tribunal

2. Condition	
2.1	The Site Assembly Condition is: <ul style="list-style-type: none"> 2.1.1 the Council having acquired the 1 Town Hall Parade Interests and Olive Morris House by private treaty, or (if required) by CPO, or the 1 Town Hall Parade Interests being terminated by any means (including (without limitation) surrender, or forfeiture and the provision to the Developer of evidence of the same. 2.1.2 the satisfaction of the Appropriation Condition.
2.2	This Condition will be satisfied on the date on which the later of the events referred to in paragraphs 2.1.1 to 2.1.5 above has occurred.
3. Endeavours	
3.1 Obligations	<ul style="list-style-type: none"> 3.1.1 The Council agrees to progress the acquisition of the 1 Town Hall Parade Interests and Olive Morris House initially by purchase by private treaty but in the case of the 1 Town Hall Interests and Olive Morris House the Council will look at all other potential options for acquisition of the 1 Town Hall Parade Interests and Olive Morris House. 3.1.2 in the event that the Council is unable to agree terms for acquisition of the 1 Town Hall Parade Interests and Olive Morris House their acquisition shall be pursued by means of the CPO in accordance with the provisions in paragraphs 7 and 8 below.
3.2 Registration of Title	<ul style="list-style-type: none"> 3.2.1 Within ten Working Days after entering into any acquisition contract in respect of any Outstanding Interest(s) the Council is to make an application to the Land Registry on Form UN1 to register a notice of such acquisition contract against the then current owner's title number(s). On completion of the registration of the notice, the Council is to provide the Developer with official copies of that/those title number(s) showing the registration of the notice. 3.2.2 Following completion of the purchase of Hambrook House or the 1 Town Hall Parade Interests or Olive Morris House the Council is to use its reasonable endeavours to complete its registration at the Land Registry as proprietor.

3.3 **Waiver**

The Site Assembly Condition cannot be waived.

3.4 **Time Limit**

The time limit for satisfaction of this Condition is the Longstop Date.

4. **Compulsory Acquisition – Covenants by the Council**

4.1 In the event that the Council's Surveyor is unable to agree terms for acquisition with the relevant Owner or Owners the acquisition of Outstanding Interests shall (subject to the terms of this Agreement) be pursued by means of the CPO.

4.2 The Council and the Developer shall use reasonable endeavours to agree the extent of the CPO Land and the Target Date.

4.3 Following agreement as to the extent of the CPO Land the Council shall as soon as reasonably practicable carry out and complete the referencing of the Outstanding Interests in order to facilitate the making of the CPO

Provided that it is satisfied that there is a compelling case in the public interest to pursue it the Council shall use its reasonable endeavours to seek authority from the Council's Cabinet to make the CPO as soon as is reasonably practicable

4.4 As soon as reasonably practicable after authority has been given by the Cabinet in accordance with Paragraph 4.3.4 the Council shall:

- (a) agree the form of CPO and the Statement of Reasons with the Developer
- (b) make the CPO in a form approved by the Developer; and
- (c) seek confirmation from the Secretary of State of the CPO

in accordance with all relevant statutory requirements

4.5 The Council shall regularly consult with and have proper regard to all representations of the Developer in respect of the CPO and shall keep the Developer fully advised of progress of the CPO (responding to all requests for information forthwith) throughout the CPO and any other related proceedings.

4.6 Without prejudice to the generality of paragraph 7.6 above the Council shall following service of notice of making of the CPO and the Statement of Reasons on the Owners promptly supply the Developer with copies of all relevant documents submitted to the Secretary of State as the confirming authority for the CPO.

4.7 The Council shall be entitled to request from or pursue with the Secretary of State:

- (a) such amendments additions variations and/or substitutions to a CPO and
- (b) such other application or applications in relation thereto

as it shall reasonably determine to be necessary or desirable to assist in procuring the confirmation of a CPO.

4.8 In the event that objections are made to a CPO within the period prescribed by statute and are accepted as such by the Secretary of State the Council shall forthwith send to the Developer copies of all such objections and the Council shall decide whether or not to proceed with a CPO

4.9 In the event that a CPO is opposed the Council and the Developer shall work together with the aim of securing the withdrawal of every objection made to the CPO and in particular the Council shall:

- (a) (unless otherwise agreed with the Developer) use all reasonable endeavours to obtain the earliest practicable date for the holding of the Inquiry;
- (b) keep the Developer informed of the arrangements for the holding of the Inquiry;
- (c) use all reasonable endeavours to prepare for the Inquiry in liaison with the Developer;
- (d) liaise with and have due regard to (but shall not be bound by) the views of the Developer in connection with the preparation for the Inquiry and in particular shall:
 - (i) consult with the Developer as to the content of the Statement of Case prior to its submission and the content and nature of any evidence to be submitted to the Inquiry; and
 - (ii) generally permit the Developer to take an active part in the preparation of and strategy for the Inquiry where the Council deem it appropriate to do so (including the giving of all relevant evidence by the Developer and its advisors in support of the confirmation of the CPO (which the Developer hereby covenants to do))

- (e) keep the Developer advised of the progress and result of the Inquiry; and
 - (f) notify the Developer of any challenge to the confirmation of a CPO
- 4.10 If a CPO is Confirmed the Council shall comply with all relevant statutory requirements in relation thereto (including publishing and serving notice of such confirmation so as to enable a CPO to become operative) as soon as reasonably practicable
- 4.11 Upon Confirmation of the CPO the Council will:
- 4.11.1 forthwith supply to the Developer a copy of a CPO as Confirmed and a copy of the CPO map together with a copy of the Secretary of State's decision and any inspector's report and
 - 4.11.2 update the entry in the Local Land Charges Register in respect of a CPO as Confirmed
- 4.12 In the event that:
- (a) the Secretary of State declines to Confirm the CPO whether as to the whole or some part thereof (other than the exclusion from the CPO of some interest or right which does not materially adversely affect the carrying out of the Development or render the same materially more costly or more lengthy to complete or materially adversely affect the use or enjoyment of the Site for the various purposes anticipated by the parties); or
 - (b) a third party applies to the court to challenge the decision of the Secretary of State
- the Council shall (in either event) consult with (but not be bound by) the Developer as to the appropriate manner in which to respond to such decision or challenge in order to facilitate the implementation of the Development but the Council's decision on this issue shall be final
- 4.13 As soon as reasonably practicable after the Confirmation of the CPO the Council shall exercise its powers under the CPO and proceed to acquire all Outstanding Interests.
- 4.14 As soon any Outstanding Interests shall become vested in the Council the Council shall apply to register the same at Land Registry or shall otherwise deal with the properties so acquired in accordance with the terms of the Development Agreement.

- 4.15 For the avoidance of doubt the Council shall pay all CPO Costs arising from or in connection with the acquisition of Outstanding Interests in the CPO Land whether such acquisition is by private treaty or pursuant to the CPO

5. CPO Covenants by the Developer

- 5.1 The Developer shall at the Council's cost co-operate with and support the Council in the preparation for and the making confirmation and implementation of the CPO and (without prejudice to the generality of the foregoing) the Developer shall at the Council's reasonable request:
- 5.1.1 provide reasonable information and assistance to the Council (or as the Council may direct) in relation to the Council's obligations in this Agreement;
 - 5.1.2 provide reasonable information and assistance to the Council (and/or as the Council may direct) and make such reasonable attendances and/or appearances and make available such suitably qualified witnesses as the Council may reasonably require in connection with the CPO (including any Inquiry and any Proceedings and including any reference to the Upper Tribunal); and
 - 5.1.3 assist the Council in any and all negotiations with any Party or Parties who object(s) to the CPO so as to secure the withdrawal of such objections as expeditiously as possible on terms approved by the Council

6. The Appropriation Condition

- 6.1 The Council shall use all reasonable endeavours to secure an Appropriation Resolution and the satisfaction of any internal procedures required in connection therewith.
- 6.2 Subject to there being no bar on such disclosure (whether as a matter of law or under the Council's internal procedures) the Council shall provide a copy of any draft report seeking an Appropriation Resolution to the Developer and afford the Developer an opportunity to comment on it.
- 6.3 The Council shall, within 5 Working Days of an Appropriation Resolution being made provide to the Developer a copy of it PROVIDED THAT if an Appropriation Resolution is passed which is effective to appropriate the Site (or, as the case may be, relevant part(s) thereof) and such Appropriation Resolution is Free from Challenge, then the Appropriation Condition shall be satisfied.

- 6.4 The Developer alone may at its discretion by serving notice in writing on the Council waive the Appropriation Condition so that the Appropriation Condition may be treated as satisfied prior to the Appropriation Resolution being Free from Challenge.
- 6.5 On the service of a notice under **paragraph 6.4** the Appropriation Condition will be treated as satisfied.
- 6.6 Where an Appropriation requires the consent of the Secretary of State, the Council shall proceed expeditiously and shall use all reasonable endeavours to obtain the consent of the Secretary of State to the Appropriation and shall keep the Developer informed of any such application for consent and progress therewith and respond as expeditiously as possible to any request for information from and/or on behalf of the Developer.
- 6.7 For the avoidance of doubt the Council will bear any Appropriation Costs payable to third parties.

SCHEDULE ~~44~~

Appointments of Building Contractor and Professional Team

PART 1: GENERAL PROVISIONS

1. Basis of Appointments

- 1.1 If it has not already done so, the Developer is to:
- 1.1.1 appoint the Building Contractor;
 - 1.1.2 appoint each member of the Professional Team; and
 - 1.1.3 use all reasonable endeavours to procure that each Principal Sub-Contractor and each member of the Professional Team to the extent not appointed under **paragraph 1.1.2** is appointed by the Building Contractor.
- 1.2 Each appointment is to be made in accordance with the procedure set out in this Schedule.
- 1.3 Any Building Contractor, Principal Sub-Contractors and members of the Professional Team named in this Agreement are approved by the Council.
- 1.4 Before appointing any Building Contractor, Principal Sub-Contractor or member of the Professional Team not named in this Agreement, the Developer is to make due enquiry as to their repute, competence and suitability with respect to the SW2 Enterprise Centre Development Works.
- 1.5 At its discretion the Developer may appoint separate Building Contractors for the following elements of the SW2 Enterprise Centre Development Works and the provisions of this Schedule will apply to each appointment:
- 1.5.1 the Demolition Works;
 - 1.5.2 the Service Works;
 - 1.5.3 the remodelling/refurbishment of the Town Hall;
 - 1.5.4 ancillary service areas, access roads, landscaping and other external works; and
 - 1.5.5 the construction of the new office building on the SW2 Enterprise Centre Site.

2. Terms of Appointments

2.1 Each Appointment of a member of the Professional Team is to be executed as a deed in a form as may be agreed between the Developer and the relevant member of the Professional Team and approved by the Council, such approval to be subject to the provisions of **paragraph 2.4** and otherwise not to be unreasonably withheld or delayed.

2.2 The Building Contract:

2.2.1 ~~{for the Demolition Works is to be executed as a deed in the form settled upon by the Developer (acting reasonably) [DESCRIPTION] form of building contract [with printed amendments [NUMBER] to [NUMBER]];}~~⁶

2.2.2 for the SW2 Enterprise Centre Development Works is to be executed as a deed in the JCT with Contractors Design 2005 edition form of building contract;

together, in each case, with such amendments as are approved by the Council, such approval to be subject to the provisions of **paragraph 2.4** and otherwise not to be unreasonably withheld or delayed.

2.3 The Principal Sub-Contracts are to be executed as a deed in a form approved by the Council such approval to be subject to the provisions of **paragraph 2.4** and otherwise not to be unreasonably withheld or delayed.

2.4 The Council will not be obliged to approve any amendments to the Appointments, Building Contract or the Principal Sub-Contracts that:

2.4.1 remove or substantially restrict step-in rights for the Council;

2.4.2 materially affect the Council's rights and remedies under the Warranties;

2.4.3 mean the relevant document is no longer institutionally acceptable.

2.5 The Developer is to provide the Council with:

2.5.1 a certified copy of each Appointment and Building Contract and Principal Sub-Contract within ten Working Days of it being entered into.

2.6 Where a member of the Professional Team has been appointed by the Developer, that Appointment may be novated to the Building Contractor with

⁶ This needs to be confirmed

the prior written consent of the Council such consent not to be unreasonably withheld or delayed.

3. Additional provisions relating to Building Contracts

3.1 Before appointing a Building Contractor not named in this Agreement unless otherwise agreed between the parties the Developer is to:

3.1.1 invite tenders from at least three prospective contractors who have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed); and

3.1.2 analyse each response to the tender process and submit its recommendations for the appointment of the Building Contractor to the Council for its approval, such approval not to be unreasonably withheld or delayed.

3.2 If the Building Contractor is to be responsible for appointing members of the Professional Team under the terms of the Building Contract, the Developer is to use all reasonable endeavours to procure that:

3.2.1 the Building Contractor does not make any appointments until the provisions of this Schedule have been complied with in relation to the Appointments.

3.3 The Developer is to procure that in relation to each Building Contract:

3.3.1 the Building Contractor provides the Performance Bond simultaneously with the exchange of the Building Contract. The Performance Bond is:

3.3.1.1 to be in a form approved by the Council, such approval not to be unreasonably withheld or delayed;

3.3.1.2 to be given by a bank or other financial institution acceptable to the Council acting reasonably; and

3.3.1.3 to be in an amount ~~{10% of the Building Contract Sum}~~;

3.3.2 the Building Contract contains a Rectification Period;

3.3.3 the Building Contractor is registered with HM Revenue & Customs for the purposes of section 63 Finance Act 2004 for gross payment; and

3.3.4 the Building Contractor operates the deduction scheme for sub-contractors contained in Chapter 3 Part 3 Finance Act 2004 and the Income Tax (Construction Scheme) Regulations 2005.

3.4 The Developer is to use all reasonable endeavours to ensure that the Building Contract contains no limits or caps on the liability of the Building Contractor, or, if there are limits or caps they are acceptable either in the marketplace or the Development.⁷

4. Warranties

4.1 The Developer is to procure that each Building Contractor, each member of the Professional Team and the Employer's Agent:

4.1.1 unconditionally delivers Warranties to the Council as soon as practicable after the date of their appointment and in any event:

4.1.1.1 (in the case of the Building contractor and Professional Team) prior to the Developer commencing the SW2 Enterprise Centre Development Works; and

4.1.1.2 (in the case of the Principal Sub Contractors) by the Date of Practical Completion (unless that Principal/Subcontractor is Insolvent but subject always to the Developer's obligations in **paragraph 8**),

4.1.2 is under an obligation to provide Warranties to any first tenant of the whole of the SW2 Enterprise Centre Development or any substantial part or parts thereof at nil cost to the Council.

4.1.3 The Developer is to use all reasonable and commercially sensible endeavours to procure that each Principal Sub Contractor unconditionally delivers Warranties to the Council as soon as practicable to the extent that such Sub-Contractor is not Insolvent.

4.2 The Warranties are to be in such form as the Council may approve, such approval to be subject to the provisions of **paragraph 4.3** and otherwise not to be unreasonably withheld or delayed.

4.3 The Council will not be obliged to approve any amendments to the terms of the Warranties that:

4.3.1 include a limitation on liability so that only the costs of making good defects in the SW2 Enterprise Centre Development Works are recoverable.

⁷ The Council are unable to accept Kajima's suggested position here as it passes all risk onto the Council and gives no incentive at all to Kajima to negotiate. In any event, not an absolute obligation. Note: See [] Note see ISFT submission

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5. Insurance

5.1 The Developer is to require that professional indemnity insurance is maintained throughout the period of the SW2 Enterprise Centre Development Works and for a period of twelve years after the Date of Practical Completion with reputable insurers for sums approved by the Council such approval not to be unreasonably withheld or delayed.

5.2 The obligations in **paragraph 5.1** will apply in respect of each member of the Professional Team, the Building Contractor and each Principal Sub-Contractor who has and maintains professional indemnity insurance for so long as professional indemnity insurance is generally available in the insurance market to those persons at a reasonable cost. Payment of any increased or additional premiums required by insurers by reason of those persons' own claim records or other acts or omissions or things peculiar to those persons are to be disregarded in determining whether such insurance is available at a reasonable cost.

6. Copyright

6.1 The Developer is to procure that the Building Contractor and each Principal Sub-Contractor and member of the Professional Team:

6.1.1 grants to the Council an irrevocable, royalty-free licence to use and reproduce the Design Documents prepared by them or in which they have copyright;

6.1.2 waive all moral rights to the Design Documents under the Copyright, Design and Patents Act 1988; and

6.1.3 provide to the Council without charge a complete set of the Design Documents prepared by them or in which they have copyright at Practical Completion.

7. Developer's obligations

7.1 The Developer is to:

7.1.1 give written notice to each person appointed under this Schedule that the SW2 Enterprise Centre Development Works are being carried out for the Council; and

7.1.2 use all reasonable endeavours to procure that:

⁸ The Council is unable to accept your suggested 4.4 – this is clearly developers risk.,

7.1.2.1 each member of the Professional Team complies with the terms of its Appointment;

7.1.2.2 the Building Contractor complies with the terms of the Building Contract.

7.2 Subject to **paragraph 7.3** the Developer is not without the prior written consent of the Council such consent not to be unreasonably withheld or delayed, to:

7.2.1 dismiss any member of the Professional Team, or the Building Contractor;

7.2.2 make or agree any variations or amendments to the terms of any Appointment or Building Contract;

7.2.3 permit the Building Contractor to sub-contract its responsibilities under the Building Contract to any person other than in accordance with the terms of the Building Contract;

7.2.4 permit any member of the Professional Team to sub-contract its responsibilities under its Appointment to any person other than in accordance with the terms of the Appointment;

7.2.5 permit a Principal Sub-Contractor to sub-contract its responsibilities under its Principal Sub-Contract;

7.2.6 consent to any member of the Professional Team removing or replacing any key personnel identified in the relevant Appointments other than in accordance with the terms of the Appointment; or

7.2.7 permit any assignment of the Appointments or the Building Contract.

7.3 If in the case of Insolvency or fundamental breach (which, in the Developer's reasonable opinion, could cause the Developer to be in material breach of this Agreement where it does not act quickly) of any Building Contractor or by the Building Contractor or any member of the Professional Team the Developer reasonably wishes to terminate their engagement on short notice in the interests of the continuation of the Development and in the circumstances it is impossible to obtain the Council's formal written consent in the Developer's opinion acting reasonably in the context of the urgency of the matter, the Council's consent will not be required where the Developer notifies the Council with as much warning of the circumstances and provides full details of the proposed replacement Building Contractor or member of the Professional Team to the Council together with confirmation that the replacement will

enter into documentation as required by **paragraph 8.2** on their appointment.

7.4 The Developer is not to:

7.4.1 waive, release nor stop itself from enforcing or seeking redress for any material breach of the Appointments or the Building Contract; or

7.4.2 do or omit to do any act or thing which would entitle:

7.4.2.1 any member of the Professional Team to treat its Appointment as terminated by breach;

7.4.2.2 the Building Contractor to treat the Building Contract as terminated by breach; or

7.4.3 receive any commissions, inducements, or pecuniary or other advantages at any time arising from the appointment of the members of the Professional Team, the Building Contractor or any Principal Sub-Contractor.

8. Appointment Default

8.1 If there is an Appointment Default, the Developer is immediately to notify the Council in writing of the Appointment Default and the reasons for it.

8.2 Following an Appointment Default:

8.2.1 where the Developer was responsible for the original appointment, the Developer is to use all reasonable endeavours to appoint another person on the terms of this Schedule in substitution for the person whose appointment was terminated and is to procure Warranties from the replacement; and

8.2.2 where the Building Contractor was responsible for the original appointment, the Developer is to use all reasonable endeavours to procure that the Building Contractor appoints another person on the terms of this Schedule in substitution for the person whose appointment was terminated and is to procure Warranties from the replacement.

8.3 The Developer will not be obliged to obtain the Council's prior approval of the terms of a substitute's appointment under **paragraph 8.2** if the terms of the appointment impose materially similar and no less onerous obligations on the person to be appointed to those contained in the appointment that was terminated and where the Developer is obliged to obtain the Council's consent

the Council acting reasonably shall provide such consent as expeditiously as possible

9. **Ownership of goods, materials**

Where the Building Contract provides for the ownership of unfixed materials and goods to become the property of the employer under the Building Contract under certain circumstances then, as between the Developer and the Council, the Developer is to hold them on trust for the Council absolutely where the Council has paid for them.

10. **Proceedings**

10.1 If the Building Contractor, or any member of the Professional Team is in default or has committed a material breach of their obligations in relation to the SW2 Enterprise Centre Development or any part of it, the Developer will, subject to the terms of this **paragraph 10.1**, use all reasonable endeavours to enforce its rights and remedies in respect of that breach and subject to the Council agreeing to reimburse the Developer in respect of any losses, damages, costs and/or expenses incurred as a consequence thereof will take such action as the Council may reasonably require.

10.2 Any sums recovered by the Developer consequent upon any action taken pursuant to **paragraph 10.1** are to be held on trust by the Developer for the Council absolutely and are to be paid when and how the Council directs.

SCHEDULE 555

Specification, Development Plans and Programme of Works

1. **Preparation and approval of Development Plans**

1.1 As soon as reasonably practicable working with the co-operation of the Council the Developer is to prepare and develop the SW2 Enterprise Centre Specification and the SW2 Enterprise Centre Plans to RIBA Work Stage D (new Work Stage 3) (evolving the plans and specifications submitted to the Council at the close of the competitive dialogue and annexed to this agreement) and to a level appropriate to secure BREEAM "Excellent" (other than the Town Hall where the level is "Very Good" and provide them to the Council for the Council's review and approval; and

1.2 The Council is not unreasonably to withhold or delay its approval of the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans where they have been produced in accordance with the Employer's Requirements and do not contain any of the Adverse Matters.

1.3 Where the SW2 Enterprise Centre Works are to be carried out pursuant to a design and build contract references to the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans will include:

1.3.1 all employer's requirements submitted to the Building Contractor under the Building Contract, and the Developer will not submit the employer's requirements unless and until they have been approved by the Council under **paragraph 1.1** (to the extent that approval is required under **paragraph 1.2**); and

1.3.2 all contractor's proposals produced by the Building Contractor under the Building Contract, and the Developer will not approve the contractor's proposals under the Building Contract unless and until they have been approved by The Council under **paragraph 1.1** (to the extent that approval is required under **paragraph 1.2**).

1.4 Once approved by the Council, no changes to those parts of the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans which require the Council's approval under **paragraph 1.2** may be made except in accordance with **paragraphs 3 and 4 of Schedule 76 of paragraph 3 of Schedule 6.**

1.5 The Developer is not to start the SW2 Enterprise Centre Works until the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans have been approved under this Schedule and the Enterprise Centre Start Conditions have all been satisfied or waived (as the case may be).

1.6 No inspection or approval by the Council of the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans is to lessen the obligations of the Developer, the Building Contractor, any member of the Professional Team or any Principal Sub-Contractor in relation to the design and construction of the SW2 Enterprise Centre Development Works, whether under this Agreement or otherwise.

1.7 All design development under this paragraph 1 shall accord with the Employers Requirements subject to variation under **paragraph 3 of Schedule 76**.

2. Programme of Works

2.1 Prior to the Unconditional Date, the Developer is to produce and provide the Council with an initial Programme of Works for its approval (such approval not unreasonably to be withheld or delayed) which shall materially follow (to the extent reasonably possible) the programme annexed to this Agreement giving details of:

2.1.1 the anticipated date on which the SW2 Enterprise Centre Development Works will begin; and

2.1.2 the likely timetable for the carrying out of the SW2 Enterprise Centre Development Works showing the estimated duration of each Section of the SW2 Enterprise Centre Development Works and the anticipated date on which it is intended that Practical Completion of each such Section will be achieved.

2.2 Once approved by the Council, the Developer is not to vary the Programme of Works referred to in ~~clause paragraph 2.1~~ except in accordance with **paragraph 2.4**.

2.3 As soon as reasonably practicable following the Unconditional Date the Developer is to provide the Council with a final Programme of Works for its approval (such approval not unreasonably to be withheld or delayed) giving details of:

2.3.1 the date on which the SW2 Enterprise Centre Development Works will begin; and

2.3.2 the time taken for the carrying out of the SW2 Enterprise Centre Development Works showing the estimated duration of each Section of the Enterprise Development Works and the date on which it is intended that Practical Completion of each such Section will be achieved;

in each case having regard to the timetables incorporated in and approved under **paragraph 2.1**

2.4 Once approved by the Council, the Developer is not to vary the Programme of Works approved under **paragraph 2-3** except in accordance with paragraph 2 of **Schedule 76**.

3. Target Area

3.1 At the same time as the SW2 Enterprise Centre Specifications and the SW2 Enterprise Centre Plans are being worked up, the parties are to work together to agree the Target Area and Measurement Plans⁹.

3.2 Once approved by the Council, as set out above, the Target Area is not to be varied unless agreed between the parties.

⁹ The planning consent may not specify an area on the face of document. The parties must agree it at the time. There is always expert determination if there is disagreement.

SCHEDULE ~~666~~

Pre- Development Obligations and Maximum Commitment

1. Site/Building/Geotechnical Surveys

1.1 Subject to:

1.1.1 submission of a method statement and programme for the carrying out of the relevant survey in a manner than must minimise disruption to the Council and allow the Council's day to day operations to continue and approval of the same by the Council (with such approval not to be unreasonably withheld or delayed); and

1.1.2 agreement of such terms of access as the Council may reasonably require (including reinstatement and making good damage)

the Developer shall have the right to enter the SW2 Enterprise Centre [Site](#) and the Surplus Sites for the purpose only of carrying out all the topographical surveys, geotechnical and environmental surveys and other surveys and tests (including those that are intrusive) as are reasonably necessary or prudent for the Developer to carry out.

1.2 Subject to the Council's consent pursuant to **paragraph 1.3** the Developer shall procure that the relevant surveys are carried out within 6 months of the date of this Agreement.

1.3 Prior to commencement of the relevant surveys the Developer shall obtain the Council's approval (such approval not to be unreasonably withheld or delayed) to the scope of such surveys.

1.4 the Developer shall provide a copy of all such survey or tests to the Council and procure that the Council can rely on such surveys or tests as if they had commissioned them and will (if required) at the Council's reasonable and proper costs assign the reports for the Surplus Properties

1.5 The Council will, once the scope, method statement and terms of access are agreed, facilitate access for the Developer and will cooperate with the Developer in the carrying out of the surveys.

~~1.5~~1.6 [Prior to the SW2 Enterprise Centre Start Date the Developer shall not be liable for third party fault. \[see detailed commentary at s.4.1 of the ISFT submission\]](#)

2. Statutory Consents

2.1 As soon as reasonably practicable after receipt of Satisfactory Planning Permission for the SW2 Enterprise Centre Works the Developer is to make applications for and use all reasonable endeavours to obtain the Statutory Consents or obtain lawful relaxations or waivers of them. The terms of each application are to be first approved in writing by the Council, such approval not to be unreasonably withheld or delayed.

2.2 The Developer is to keep the Council properly informed as to the progress of each application for the Statutory Consents and of all negotiations relating to those applications and is to provide to the Council copies of all applications, correspondence and notes of meeting relating to those application and negotiations.

2.3 If requested to do so by the Council after Satisfactory Planning Permission has been obtained any of the Statutory Consents (excluding here Planning Permission or reserved matters) are refused, the Developer is to appeal against the refusal and use all reasonable endeavours to obtain the relevant Statutory Consents.

2.4 The Developer is to provide copies of the Statutory Consents obtained to the Council and is not to start the SW2 Enterprise Centre Development Works until the Council has approved them. The Council is not unreasonably to withhold or delay its approval to the Statutory Consents unless they contain Adverse Matters.

2.5 The Developer is to use all reasonable endeavours to procure that all Statutory Consents obtained remain valid and unrevoked and use all reasonable endeavours to renew any that become invalid or revoked.

2.6 The Council is to fully co-operate with the Developer in seeking to obtain Statutory Consents including entering into documents as and when required in its capacity as land owner as expeditiously as possible (subject to the Council, acting reasonably, first having approved such documents).

3. CDM Regulations

3.1 By entering into this Agreement, the Developer elects, for the purposes of regulation 8 of the CDM Regulations, to be treated as the only client in

¹⁰ Kajima's suggested paragraph 1.6 is unacceptable to the Council as has been articulated previously on more than one occasion. Kajima must take responsibility for those contractors it appoints. This is developer risk. The Council is prepared to accept a position where the Council directly appoints consultants to carry out the surveys, with Kajima negotiating the terms of those appointments, and the Council entering into them once approved, but not any further. [Note \[see cl 4.1 of the ISFT submission\]](#)

respect of the SW2 Enterprise Centre Development Works. The Council agrees to the Developer's election to be treated as the only client.

3.2 The Developer is to appoint the CDM Co-ordinator as the CDM Co-ordinator in accordance with regulation 14(1) of the CDM Regulations and the Building Contractor as the principal contractor for the SW2 Enterprise Centre Development Works in accordance with regulation 14(2) of the CDM Regulations.

3.3 The Developer is:

3.3.1 to comply with its obligations as the client under the CDM Regulations;

3.3.2 to procure that the persons appointed under **paragraph 3.2** comply with their obligations under the CDM Regulations;

3.3.3 to procure that designers and contractors for the purposes of the CDM Regulations comply with their respective obligations in the CDM Regulations; and

3.3.4 in conjunction with the CDM Co-ordinator to procure that:

3.3.4.1 full details of the SW2 Enterprise Centre Development Works are given to the Health and Safety Executive in accordance with regulation 21 of the CDM Regulations; and

3.3.4.2 a Construction Phase Plan is prepared in accordance with regulation 23 of the CDM Regulations.

3.3.5 not to start the SW2 Enterprise Centre Development Works until the provisions of this **paragraph 2** have been complied with in respect of such CDM Regulations as must be satisfied before the SW2 Enterprise Centre Development where this can be lawfully commenced.

4. **Maximum Commitment**

4.1 As soon as is reasonably practicable after the date of this Agreement but after satisfaction of the Overarching Conditions at clauses 3.1.2.1, 3.1.2, 3.1.3, 3.1.7 and 3.1.9 the Developer will provide to the Council its estimate of the proposed Maximum Commitment (to include sums already paid by the Council in this regard) ("**Estimated Maximum Commitment Statement**") for the Council's approval (in its absolute discretion). If the estimated Maximum Commitment is approved by the Council it shall become the Maximum Commitment.

4.2 The Developer shall provide to the Council with the Estimated Maximum Commitment Statement :

4.2.1 an updated development Appraisal;

4.2.2 full supporting information as to the calculations of the Estimated Maximum Commitment and if it is different from the Initial Maximum Commitment, detailed reasons and justifications why this is the case;

4.2.3 any changes to the Programme of Works and any other information reasonably required by the Council.

4.3 The Council shall within 20 Working Days of receiving any Estimated Maximum Commitment Statement advise the Developer as to whether they approve the same or (if not) of the objections they have to it. The Developer will during this period respond to any questions or requests for further information requested by the Council.

4.4 If the Council shall raise any objections to any Estimated Maximum Commitment Statement the Developer shall forthwith procure the redrafting of the Estimated Maximum Commitment Statement to endeavour to satisfy the Council's objections and resubmit the redrafted Estimated Maximum Commitment Statement to the Council for approval (as aforesaid).

4.5 The procedure outlined above shall be repeated as often as shall be necessary to satisfy this Condition

4.6 The parties cannot refer any dispute in relation to this paragraph to a Specialist.

4.7 The Maximum Commitment is to include the Developers Payment on the basis that the Council shall be liable for Development Costs up to the Maximum Commitment and to the extent that an element of the final 6.977% of the Maximum Commitment is expended there shall be Profit Erosion

SCHEDULE ~~7~~⁷⁷

SW2 Enterprise Centre **Development Obligations**

1. **Carrying out the SW2 Enterprise Centre Development Works**

- 1.1 The Developer is to proceed diligently with and use all reasonable endeavours to procure the carrying out and completion of the SW2 Enterprise Centre Development Works:
- 1.1.1 in a good, proper and workmanlike manner, free from defects and using good quality and suitable materials;
- 1.1.2 in accordance with:
- 1.1.2.1 the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Development Plans;
- 1.1.2.2 the Programme of Works to the extent that overall this is in accordance with good project management¹¹;
- ~~1.1.2.3~~ the terms of the Building Contract to the extent that they accord with the terms of this Agreement but not beyond that¹²;
- ~~1.1.2.4~~ ~~1.1.2.3~~ the Planning Permission for the SW2 Enterprise Centre Development Works;
- ~~1.1.2.5~~ ~~1.1.2.4~~ the Statutory Consents;
- ~~1.1.2.6~~ ~~1.1.2.5~~ all Statutory Requirements, including the CDM Regulations;
- ~~1.1.2.7~~ ~~1.1.2.6~~ the Construction Phase Plan;
- ~~1.1.2.8~~ ~~1.1.2.7~~ the dates of possession and completion dates stipulated in the Building Contract;
- ~~1.1.2.9~~ ~~1.1.2.8~~ the requirements, if any, of the insurers of the Site.
- 1.1.3 without using or specifying the use of any Prohibited Materials;
- 1.1.4 to the extent the Target Area is not specified in the SW2 Enterprise Centre Specification and the SW2 Enterprise Centre Development Plans, to the Target Area;

¹¹ This is not prohibited under the Construction Act [\[see detailed commentary at s.4.1 of the ISFT submission\]](#)

¹² This is not prohibited under the Construction Act [\[see detailed commentary at s.4.1 of the ISFT submission\]](#)

- 1.1.5 to the extent that such obligation is such in the SW2 Enterprise Centre Specification and the SW2 Enterprise Centre Development Plans to a level to secure BREEAM "Excellent" on all areas save for the Town Hall, where the required BREEAM level is "Very Good".

1.2 Without prejudice to **paragraph 2.1**, the Developer is to procure that:

- 1.2.1 the SW2 Enterprise Centre Development works are begun, on or before the SW2 Enterprise Centre Start Date;
- 1.2.2 and use all reasonable endeavours to procure that the whole of the SW2 Enterprise Centre Development Works are carried out and completed by the Estimated Date of Practical Completion and in any event by the Termination Date.

1.3 The Developer is to use all reasonable endeavours to procure that:

- 1.3.1 no material or equipment is brought onto the SW2 Enterprise Centre Site except that required for the SW2 Enterprise Centre Development Works;
- 1.3.2 proper provision is made for the security of the SW2 Enterprise Centre Site during the carrying out of the SW2 Enterprise Centre Development Works and for the protection of any materials, plant and equipment in or on it;
- 1.3.3 all surplus material is removed from the SW2 Enterprise Centre Site when it is no longer required;
- 1.3.4 the SW2 Enterprise Centre Site is maintained in a tidy condition and free from rubbish;
- 1.3.5 there is no excavation of the SW2 Enterprise Centre Site or extraction of soil or minerals except as required for the SW2 Enterprise Centre Development Works;
- 1.3.6 proper precautions are taken for the safety of all persons upon or in the vicinity of the SW2 Enterprise Centre Site including maintaining such hoardings, fences, security patrols, safeguards and arrangements of lighting the SW2 Enterprise Centre Development Works as may be necessary or desirable in the interest of public safety or as may reasonably be required by the Council;
- 1.3.7 there are no advertisements or signs on the SW2 Enterprise Centre Site except for:

1.3.7.1 those identifying the Council or otherwise required to be displayed by the Council;

1.3.7.2 with the prior written approval of the Council which shall not be unreasonably withheld or delayed, those connected with the SW2 Enterprise Centre Development;

1.3.8 the SW2 Enterprise Centre Development Works are carried out in a manner which endeavours to avoid or mitigate any unnecessary or avoidable nuisance, annoyance, inconvenience, injury, loss or danger to or interference with the public or any owners or occupiers of adjoining or neighbouring property;

1.3.9 proper provision is made for the support of land, buildings and boundaries adjoining the SW2 Enterprise Centre Site and for the protection of all services benefiting land adjoining or near to the SW2 Enterprise Centre Site;

1.3.10 any adjoining highways, road and pavements are cleansed as often as may be necessary and are generally kept unobstructed; and

1.3.11 (in conjunction with the Council) proper arrangements are made with the requisite authorities for the provision of water, gas, electricity, telephone and other services required for the carrying out of the SW2 Enterprise Centre Development Works with the Council approving the terms of such arrangements and in a timely fashion entering into such agreements with the relevant utility providers as are required after approving the same.

1.4 The Developer is to comply with the provision of any Substation Leases or easements relating to the substations insofar as they continue to apply following the Unconditional Date:

1.4.1 not permit any encroachment or easement to be made or acquired against or over the Site and shall notify the Council immediately upon becoming aware of any encroachment or easement being made or attempted (save that this obligation shall not apply so as to prevent the Developer from requesting that the Council grants easements or leases to such third parties as the Developer acting properly requires the Council to grant in order to facilitate the SW2 Enterprise Centre Development (the Council then being obliged to grant such easements or leases forthwith following approval of the relevant documents));

1.4.2 apply for and use all reasonable endeavours to obtain any orders which may be required for the temporary stopping-up or temporary diversion of any highways, footpaths or public rights of way to the extent that

these may be required to enable the SW2 Enterprise Centre Development Works to be carried out the Council being obliged in its capacity as proprietor to enter in a timely fashion into any necessary deeds subject to it first approving the same).

1.5

1.5.1 The Council in its capacity as owner and the Developer (in the latter case where necessary) to enter into any Infrastructure Agreement that may be required in relation to the SW2 Enterprise Centre Development subject to the following conditions being satisfied:

1.5.1.1 the Infrastructure Agreement does not contain terms which take effect before the date of the Planning Permission;

1.5.1.2 the Infrastructure Agreement is to be conditional on the SW2 Enterprise Centre Development being implemented; and

1.5.1.3 the Council (acting reasonably) has approved the terms of such Infrastructure Agreements.

1.5.2 Where any works are to be carried out pursuant to an Infrastructure Agreement the Developer is to:

1.5.2.1 Use all reasonable endeavours to procure the carrying out of such works in accordance with the relevant Infrastructure Agreement;

1.5.2.2 endeavour to complete the works on or before the Date of Practical Completion;

1.5.2.3 obtain the approval of the Council, such approval not to be unreasonably withheld or delayed, to any plans, drawings, specifications or other matters which are subject to approval under the Infrastructure Agreement;

1.5.2.4 procure that the terms of any bond to be taken out under the Infrastructure Agreement are first approved by the Council, such approval not to be unreasonably withheld or delayed;

1.5.2.5 following completion of the SW2 Enterprise Centre Development Works, repair, maintain and remedy any defects in them pursuant to the terms of the

Infrastructure Agreement for a period not exceeding the Rectification Period;

1.5.2.6 use all reasonable endeavours to procure that where the works or any part of them are to be adopted by the local authority, the works are so adopted on the terms of the Infrastructure Agreement; and

1.5.2.7 take out and maintain in the joint names of the Developer and the Council such public liability insurance as the Council reasonably requires.

1.6 Subject to the provisions of the Ancient Monuments and Archaeological Areas Act 1979:

1.6.1 any article of value or antiquity or any remains of geological, historical or archaeological interest on the Site will, as between the Developer and the Council, belong to the Council;

1.6.2 if any such articles or remains are discovered, the Developer is promptly to inform the Council and (subject to the terms of the Building Contract) comply with the Council's directions as to the inspection, protection and disposal of them and the actions the Developer takes or procures the taking on shall be deemed to be Council Variations (as defined in paragraph 4 below) and if any change in building design is required the provisions of **paragraph 4** shall apply; and:

1.6.3 the Developer is to take all reasonable precautions to prevent all fossils, coins, articles of value and structures and other remains or things of geological, historical or archaeological interest discovered on the Site from being removed, damaged or destroyed.

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1.7 In carrying out the Services Works the Developer is to:

1.7.1 take such steps as are necessary to procure the diversion of all pipes, wires, cables or other conduits in, under or over the Site or any adjoining or neighbouring Site which need to be diverted in order to carry out the SW2 Enterprise Centre Development Works;

1.7.2 procure the carrying out/installation of the Service Works which are to connect to the public mains without crossing land not within the

¹³ The suggested paragraphs 1.7 and 1.8 are unacceptable to the Council as they pass too much risk to the Council. These are entirely usual developer risks.

ownership of the Council unless legal easements in terms satisfactory to the Council are obtained; and

1.7.3 negotiate such agreements with statutory undertakers, utilities companies and others as may be required to secure for the SW2 Enterprise Centre Development all services required and the diversion in a satisfactory manner of all services which are located in a position which would interfere with the SW2 Enterprise Centre Development Works.

1.8 In enabling the Developer to carry out the Service Works, the Council is to co-operate fully and forthwith and at its own expense enter into any documentation that is required by any statutory undertaker (subject to the Council, acting reasonably, first having approved such documentation).

2. Extensions of time

2.1 If any extension of time is granted under the Building Contract that does not result from any act, omission or default of the Developer, the period or periods of time for commencing, carrying out and completing the SW2 Enterprise Centre Development Works are to be extended by the extension of time granted to the Building Contractor under the Building Contract.

2.2 If there is any delay in commencing, carrying out and/or completing the SW2 Enterprise Centre Development Works arising from:

2.2.1 Force Majeure, to the extent not covered under **paragraph 2.1**;

2.2.2 Council Variations;

2.2.3 any damage or destruction of the Enterprise Centre Development Works (excluding the Town Hall) by risks insured against by the Building Contractor;

2.2.4 any damage or destruction of the Town Hall caused by risks insured against by the Council (to the extent not caused by the Developer, the Building Contractor, the Professional Team, subcontractors and those under their control);

2.2.5 any unreasonable delay by the Council in relation to any application by the Developer for the Council's approval or consent under this Agreement or delay by the Council in entering into any necessary documents once approved by the Council; and

2.2.6 in the circumstances envisaged by paragraph 4.12. of [Part 1 of Schedule 8](#)

the period or periods of time for commencing, carrying out and completing the SW2 Enterprise Centre Development Works are to be extended by such period as the Employer's Agent certifies as being reasonable and proper in the light of the reasons for the delay.

- 2.3 Where the Developer is entitled to claim an extension of time under both **paragraph 2.1** and **paragraph 2.2**, **paragraph 2.1** will take priority and the Developer will not be entitled to any additional extension of time under **paragraph 2.2**.
- 2.4 Nothing in this **paragraph 2** permits any variation of the Termination Date.

3. **Developer Variations**

- 3.1 If any of the materials, plant or equipment required for the SW2 Enterprise Centre Development Works cannot be obtained within a reasonable time or at a reasonable cost, the Developer will be entitled to use alternative materials, plant or equipment in their place with the prior written consent of the Council. Such consent will not be unreasonably withheld or delayed so long as the alternative materials, plant or equipment are of no lesser quality than the materials, plant or equipment which they replace.
- 3.2 The Developer may make changes to the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans with the prior written consent of the Council, which shall not be unreasonably withheld or delayed where the changes are required to comply with Statutory Requirements.
- 3.3 Without prejudice to **paragraphs 3.1** and **3.2**, the Developer may not make any changes to the appearance and content of the SW2 Enterprise Centre Development unless authorised by planning consent (where required).
- 3.4 The Developer is to provide the Council with written details of any proposed changes to be made under this **paragraph 3**, together with copies of any plans, drawings and specifications showing those changes and the Council (acting reasonably) is to respond to such proposed changes within five Working Days of receipt of them and shall be deemed to accept them where it does not respond to the contrary within that five Working Day period.
- 3.5 The Developer is to provide the Council with monthly written reports containing full details of any changes to the SW2 Enterprise Centre Development Works actually carried out except for any that are minor in the context of the SW2 Enterprise Centre Development Works taken as a whole.

4. **Council Variations**

- 4.1 Within a period commencing 6 months prior to and no later than 2 months prior to intended commencement of Category B and/or FF and E works but not after such date the Council may require the Developer to make changes to the elements of the previously approved designs and/or the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans ("**Council Variation**") which comprise CAT B or FF and E but shall not otherwise be entitled to require variations nor where Planning Permission has been obtained will the Council be entitled to request any changes which require new planning permission.
- 4.2 Where the Council has requested to incorporate a Council Variation pursuant to **paragraph 4.1** and subject to the provisions of **paragraph 4.1**, the Developer shall not immediately comply with the request but shall first furnish the Council within 20 Working Days following receipt of the request with estimates of the costs and incidental expenses which the Developer is likely to incur if the Council Variation is implemented, and any consequential delay in the completion of the SW2 Enterprise Centre Development Works.
- 4.3 The costs and incidental expenses incurred by the Developer in respect of Council Variations are not to be regarded as being within the Maximum Commitment, but are nevertheless still payable by the Council as Development Costs.
- 4.4 Within 20 Working Days following receipt of such estimates, the Council will either:
- 4.4.1 accept the estimates, in which case the Developer shall proceed to implement the Council Variation and the estimates will be binding on the parties; or
- 4.4.2 withdraw the request for the Council Variation, in which case the Council shall compensate the Developer against any abortive costs, incurred by the Developer in considering and costing the request.

In the event that the Council does not respond within the time period specified in this **paragraph 4.4**, the request for a Council Variation shall be deemed to have been withdrawn.

- 4.5 The Council is to pay the costs and incidental expenses incurred by the Developer in respect of Council Variations as they are incurred as to which:
- 4.5.1 payment is to be made against "Payment Notices" issued by the Employers Agent confirming the costs and incidental expenses incurred by the Developer within 20 days of delivery of the Payment Notices to

the Council confirming that such costs are in accordance with the estimates agreed pursuant to **paragraph 4.4**;

4.5.2 The Council is to be entitled to a credit against the costs and incidental expenses of the Council's Variations of the aggregate amount of any consequential saving in the cost of the SW2 Enterprise Centre Development Works

4.6 The remaining provisions of this Schedule apply to any Council Variations incorporated into the SW2 Enterprise Centre Development Works as they do to the other SW2 Enterprise Centre Development Works.

4.7 Any dispute between the parties in relation to Council Variations may be referred to fast track determination by either party pursuant to **clause 13.13**.

5. Inspection by the Council

5.1 During the carrying out of the SW2 Enterprise Centre Development Works, the Council and the Council's Representative may enter the Site upon reasonable prior written notice to view the state and progress of the SW2 Enterprise Centre Development Works, to inspect the workmanship and the materials used in the SW2 Enterprise Centre Development Works.

5.2 The Council and the Council's Representative will:

5.2.1 give reasonable prior written notice to the Developer before exercising these rights unless prior arrangements have been made with the Developer for regular visits;

5.2.2 exercise the rights at reasonable times and at reasonable intervals;

5.2.3 be accompanied by the Employer's Agent;

5.2.4 comply with the reasonable requirements of the Building Contractor;

5.2.5 comply with site security and health and safety requirements of which the Council has been made aware in writing; and

5.2.6 refer all matters arising to the Developer and not to the Building Contractor or its agents, workmen or sub-contractors.

5.3 The Developer shall, if requested by the Council so to do, provide the Council with written details and copies of the results of any inspection of the SW2 Enterprise Centre Development Works or tests to any of the materials used in the SW2 Enterprise Centre Development Works carried out, in either case, by or on behalf of the Developer.

5.4 If the Council gives written notice to the Developer that any works or materials are not in accordance with the SW2 Enterprise Centre Specification and/or the SW2 Enterprise Centre Plans, the Developer is promptly to take the appropriate action to remedy such non compliance as soon as practicable. Any notice served under this **paragraph 5.4** is to include proper and detailed reasoning of the complaint or defect referred to but failure to do so will not invalidate the notice.

6. Property Meetings

6.1 The Developer is to hold Site meetings not less than once every month and procure that the Building Contractor, the Employer's Agent, members of the Professional Team and any relevant Principal Sub-Contractors attend such meetings to review or plan progress or deal with any other matter relating to the carrying out of the SW2 Enterprise Centre Development Works.

6.2 The Developer is to:

6.2.1 give the Council not less than five Working Days' written notice of any Site meetings called under **paragraph 6.1** unless it has been agreed that site meetings will be held at regular intervals on dates and at times agreed in advance;

6.2.2 permit the Council and the Council's Representative, if they so desire, to attend such site meetings;

6.2.3 permit the Council and the Council's Representative to make representations to the Developer in connection with the SW2 Enterprise Centre Development Works following the conclusion of such site meetings;

6.2.4 supply the Council and the Council's Representative with copies of full minutes of the site meetings, whether or not they attend.

6.3 In respect of any representations made by the Council or the Council's Representative under **paragraph 6.2**:

6.3.1 the Developer is to take proper account of them;

6.3.2 the Developer is to use all reasonable endeavours to procure that the members of the Professional Team, the Building Contractor and any Principal Sub-Contractors to take proper account of those representations; and

6.3.3 the Developer is to notify the Council and the Council's Representative of any observations made by the members of the Professional Team,

the Building Contractor or the Principal Sub-Contractors on representations made by the Council or the Council's Representative.

7. Provision of information

7.1 The Developer is:

- 7.1.1 regularly to inform, consult with, report to and liaise with the Council and comply with reasonable and proper instructions of the Council consistent with the provisions of this Agreement;
- 7.1.2 promptly to supply to the Council copies of all written material forthwith after it is received or produced by or on behalf of the Developer.

7.2 The following illustrate, but do not limit, the types of information to be supplied to the Council in accordance with **paragraph 7.1**:

- 7.2.1 all plans, drawings, specifications, structural calculations and other material from time to time comprising the SW2 Enterprise Centre Specification and SW2 Enterprise Centre Plans;
- 7.2.2 applications for and correspondence relating to the Statutory Consents and the outcome of such applications;
- 7.2.3 the Appointments;
- 7.2.4 Warranties to be provided by the Consultants, Building Contractor and Principal Sub-Contractors;
- 7.2.5 the Building Contract;
- 7.2.6 lists of the Principal Sub-Contractors and any other sub-contractors and suppliers;
- 7.2.7 test certificates and specialist reports and surveys;
- 7.2.8 each application for interim payment made pursuant to the Building Contract and all other invoices against which payments are to be made;
- 7.2.9 minutes of all meetings including site meetings, design team meetings, working party or project meetings;
- 7.2.10 requests for variations in the SW2 Enterprise Centre Development Works;

- 7.2.11 monthly financial statements showing actual costs and updated forecasts of costs and cashflow;
- 7.2.12 all instructions and variation orders given by the Employer's Agent under the Building Contract; and
- 7.2.13 all notices and statements issued under the Building Contract.

7.3 The Council shall:

- 7.3.1 as expeditiously as possible, respond to requests from the Developer or made on behalf of the Developer for information relating to the SW2 Enterprise Centre Development Works and the Site; and
- 7.3.2 promptly supply to the Developer copies of all written materials relevant to the SW2 Enterprise Centre Development received or produced by it.

7.4 The following illustrate but do not limit the type of information to be supplied to the Developer in accordance with **paragraph 7.3**.

- 7.4.1 any historic plans of the Town Hall or archives in relation to it;
- 7.4.2 any building management, health and safety, insurance and construction information relating to the Town Hall, any test certificates and specifications and surveys in the Council's possession relating to the Town Hall and/or the SW2 Enterprise Centre Site as a whole and/or any Surplus Properties with a view generally to put the Developer in the best position possible to satisfy the Overarching Conditions and the SW2 Enterprise Centre Start Conditions and ultimately achieve Practical Completion of the SW2 Enterprise Centre Development.

8. Statements of Practical Completion

- 8.1.1 The Developer will give not less than 20 Working Days notice of the date on which the Employer's Agent proposes to issue a Statement of Practical Completion
- 8.1.2 Following the giving of such notice the Employer's Agent will inspect the SW2 Enterprise Centre Development Works at weekly intervals to identify any outstanding works which must be completed before a Statement of Practical Completion may properly be issued
- 8.1.3 The Council shall be entitled to attend at each inspection pursuant to **paragraph 8.1.2** and to make representations to the Employer's Agent as to the outstanding works required before a Statement of Practical Completion may properly be issued. The Developer is to

procure that the Employer's Agent takes proper account of any representations made by the Council.

- 8.2 The Developer is to procure that the Employer's Agent inspects each Section and the SW2 Enterprise Centre Development Works with a view to the issue of a Statement of Practical Completion in accordance with the terms of the Building Contract. The Developer is to give the Council's Representative not less than ten Working Days' prior written notice of the date and time, being a working day during the hours of daylight, when the Employer's Agent will carry out this inspection.
- 8.3 The Council and the Council's Representative will be entitled to accompany the Employer's Agent on the inspection and to make representations on the proposal to issue a Statement of Practical Completion and the Developer is to procure that the Employer's Agent takes due cognisance of any representations made by them.
- 8.4 Subject to **paragraph 8.4**, The Developer is to serve a copy of each Statement of Practical Completion on the Council and the Council's Representative as soon as reasonably practicable after the date of the inspection of the SW2 Enterprise Centre Development Works

9. Commissioning of plant and equipment and Acceptance Tests

- 9.1 Prior to Practical Completion the Developer will procure the carrying out of the Acceptance Tests and will give reasonable notice to the Council of the proposed tests, allowing the Council to attend all Acceptance Tests and make representations and the Developer is to procure that the Employer's Agent takes due cognisance of any representations made by the Council.
- 9.2 In relation to each item of mechanical and electrical plant subjected to the Acceptance Tests the Developer will supply the Council with copies of:
- 9.2.1 the design specification and performance specification; and
- 9.2.2 the results of the Acceptance Tests,
- as soon as practicable after their carrying out and in any event prior to the Date of Practical Completion.
- 9.3 The Developer will procure that any failings identified in the results of the Acceptance Tests are remedied prior to Practical Completion and will further procure all written guarantees and warranties obtained by the Developer in respect of the mechanical and electrical plant are in the name of or are assignable to the Council and if assignable will assign them as required.

10. Sustainability

- 10.1 The Developer shall procure and provide to the Council:
- 10.1.1 the original BREEAM Design Certificate on or before the Date of Practical Completion
- 10.1.2 the original BREEAM Post Construction Certificate as soon as practicable after the Date of Practical Completion
- 10.1.3 the original EPC on or before the Date of Practical Completion

11. Following Practical Completion

- 11.1 As soon as reasonably practicable following Practical Completion, the Developer is to:
- 11.1.1 use all reasonable endeavours to obtain any Statutory Consents (with the Council's full co-operation as required) that are required on the completion of the SW2 Enterprise Centre Development Works and provide copies of them to the Council;
- 11.1.2 use all reasonable endeavours to procure that the Building Contractor carries out any further works that are required to make good any defects, omissions and snagging items identified in each Statement of Practical Completion;
- 11.1.3 procure the carrying out and completion in the next planting season any landscaping works which it was not possible to complete by the Date of Practical Completion because of the planting season in which the Date of Practical Completion fell and, if any plants, trees, shrubs, or grass die or do not take hold within one year of the Date of Practical Completion, the Developer is to procure that they are replaced;
- 11.1.4 (if relevant) prepare and provide the Council with copies of the following documents:
- 11.1.4.1 the Health and Safety File;
- 11.1.4.2 three sets of as-built plans together with one set of as-built plans stored as CAD files on computer disk and PDF copies;
- 11.1.4.3 the commissioning reports, Acceptance Test Certificates and operating manuals for all plant and machinery (including mechanical and electrical equipment) and lifts

installed as part of the SW2 Enterprise Centre Development Works;

11.1.4.4 any product guarantees, or warranties relating to goods and/or materials used in the construction of the SW2 Enterprise Centre Development which are available;

11.1.4.5 the originals of the Statutory Consents, Planning Permission, Planning Agreements and Infrastructure Agreements and confirmations of payments required under them;

11.1.4.6 the original or a certified copy of the Statement of Practical Completion and related snagging lists;

11.1.4.7 meter readings which will have been taken;

11.1.4.8 such spare parts and specialist tools necessary to maintain the SW2 Enterprise Centre Development as are agreed between the Council and Developer to be required once the Specification is agreed

11.1.4.9 a book for maintenance records and tender log;

11.1.4.10 the building regulations control certificate issued;

11.1.4.11 where buildings have been refurbished or renovated, originals of all surveys relating to asbestos together with originals of the asbestos registers and asbestos management plans;

11.1.4.12 originals of party wall awards and rights of light agreements; and

11.1.5 leave the Site in a clean and tidy condition, cleared of all unused building materials, plant and equipment used in the carrying out of the SW2 Enterprise Centre Development Works and temporary structures.

11.2 On the Transfer of Risk Date the Council is to:

11.2.1 become exclusively responsible for the management of the SW2 Enterprise Centre Development;

11.2.2 be responsible for the maintenance of the SW2 Enterprise Centre Development; and

11.2.3 pay all rates, insurance premiums and other outgoings, taxes and liabilities in relation to the SW2 Enterprise Centre Development.

12. Defects

12.1 Urgent Defects

12.1.1 If an Urgent Defect becomes apparent during the Rectification Period then the Council shall be entitled to issue a notice (an "**Urgent Defects Notice**") to the Developer but in the meantime the Council shall do everything that is reasonably practicable to mitigate the impact of the Urgent Defects. The Urgent Defects Notice shall specify the nature of the Urgent Defect and shall give a timeframe for attending and where practicable commencing the necessary rectification works which shall not be less than 24 hours from the date of receipt by the Developer of the Urgent Defects Notice (the "**Urgent Defects Rectification Response Timeframe**").

12.1.2 Where the Urgent Defects Notice is received by the Developer during the Developer's standard office hours of 8.30 a.m. to 5.30 p.m., Monday to Friday excluding bank holidays, the Urgent Defects Rectification Response Timetable shall run from the time when it is received by the Developer. Where the Urgent Defects Notice is received by the Developer outside of the Developer's standard office hours, the Urgent Defects Rectification Response Timetable shall run from the start of the next working day. A worked example is set out below:

12.1.2.1 Urgent Defects Notice received 9.30 a.m. Monday morning
- Developer to use all reasonable endeavours to procure the Building Contractor's attendance and where practicable commencement of the necessary rectification works on or before 9.30 a.m. Tuesday morning;

12.1.2.2 Urgent Defects Notice received 6.00 p.m. Monday evening
- Urgent Defects Notice is effective at start of next working day - Developer to use all reasonable endeavours to procure the Building Contractor's attendance and where practicable commencement of the necessary rectification works on or before 8.30 a.m. Wednesday morning;

12.1.2.3 Urgent Defects Notice received 5.00 p.m. Friday evening -
Developer to use all reasonable endeavours to procure the Building Contractor's attendance and where practicable commencement of the necessary rectification works on or before 5.00 p.m. on Monday;

12.1.2.4 Urgent Defects Notice received 6.00 p.m. Friday evening - Urgent Defects Notice is effective at start of next working day - Developer to use all reasonable endeavours to procure the Building Contractor's attendance and where practicable commencement of the necessary rectification works on or before 8.30 a.m. Tuesday morning;

12.1.3 The Developer shall commence rectification of all Urgent Defects within the timeframe given within the Urgent Defects Rectification Response Timetable and thereafter the rectification shall be carried out with diligence using all reasonable endeavours to minimise disruption to the Council's or other occupiers' business operations subject only to instructions from the Council (acting reasonably) as to the time at which the necessary work can be carried out allowing for the shutdown of relevant parts of the Council's or other occupiers' operations or similar measures to mitigate any loss which the Council or other occupiers may suffer during the carrying out of the necessary remedial works;

12.2 Other defects

12.2.1 The Developer is to use all reasonable endeavours to procure that all defects in the SW2 Enterprise Centre Development Works for which the Building Contractor is responsible under the Building Contract that arise within each Rectification Period are made good in accordance with the requirements of the Building Contract.

12.2.2 Not less than one month before the end of each Rectification Period, the Developer is to procure that the Employer's Agent inspects the SW2 Enterprise Centre Development (or relevant Section thereof) and prepare a schedule of defects, omissions and snagging items and other faults due to materials or workmanship not being in accordance with the terms of the Building Contract.

12.3 The Developer is to:

12.3.1 serve a copy of the schedule of defects on the Council as soon as reasonably practicable after the inspection under **paragraph 12.2**; and

12.3.2 include in the schedule of defects any additional defects notified by the Council or the Council's Representative prior to expiry of the Rectification Period.

12.4 The Developer is to:

12.4.1 to use all reasonable endeavours to procure that all defects in the SW2 Enterprise Centre Development Works for which the Building Contractor is responsible under the Building Contract and which are identified in accordance with this **paragraph 12** are made good in accordance with the requirements of the Building Contract; and

12.4.2 procure that the original of the Notice of Completion of Making Good is provided to the Council as soon as reasonably practicable after its issue.

12.5 Measurement of Internal Area prior to Practical Completion

The Developer shall appoint Plowman Craven who shall owe a duty of care to the Developer and the Council to procure that the SW2 Enterprise Centre Development is measured for the purposes of agreeing the Net Internal Area as soon as the Net Internal Area can be accurately determined, whether before, on or after the Date of Practical Completion.

13. Liquidated Damages

13.1 If for any reason the Date of Practical Completion has not occurred by the Estimated Date of the SW2 Enterprise Centre Practical Completion, the Developer will pay to the Council by way of liquidated and ascertained damages a sum calculated at the rate of [£¹⁴] for each complete week commencing ~~on six weeks from~~ the Estimated Date of Practical Completion and expiring on the earlier of the Date of Practical Completion and the date that this Agreement shall determine.

13.2 If it is subsequently determined that an extension of time to the Estimated Date of Practical Completion should have been certified, and is retrospectively certified, then the Council will repay to the Developer any liquidated and ascertained damages previously paid by the Developer in respect of the period for which an extension of time is now certified.

13.3 The liquidated and ascertained damages payable by the Developer to the Council pursuant to this **paragraph 13** shall be the Council's sole and exclusive pecuniary remedy for delay in completion and the Developer shall have no further or additional liability to the Council in respect of delays.

¹⁴ First six weeks delay £21,663 pw

Further delay £75,998 [\[see detailed commentary at s.4.1 of the ISFT submission\]](#)

SCHEDULE ~~888~~

Funding Obligations

PART 1: OBLIGATIONS

1. Funding obligations

- 1.1 The Council is to pay the Developer for the Development Costs and the Developer is to credit the payments to the Development Account.
- 1.2 The Developer is to provide finance for all Development Costs in excess of the Maximum Commitment subject to the Developer Liability Cap.
- 1.3 The Developer is to give written notice to the Council immediately it becomes aware of or anticipates that the Maximum Commitment has been or will be exceeded and will notify the Council of the then estimated excess.
- 1.4 The Council's obligations to pay the Development Costs will end on the date one year after the Date of Practical Completion or earlier termination of this Agreement except in respect of:
 - 1.4.1 requests for the payment of incurred Development Costs properly made by the Developer but unpaid at that date;
 - 1.4.2 any retentions due to the Building Contractor or any other person but not yet paid on that date; and
 - 1.4.3 any other retentions made in accordance with the terms of this Agreement.

2. Costs up to unconditional date

- 2.1 Prior to the SW2 Enterprise Centre Start Date ~~S~~subject to paragraph 2.2 on a monthly basis following the date of this Agreement the Developer shall be entitled to make demands to the Council for the payment of items of the Development Costs on the basis that they fall within the Heads of Costs attached to this Agreement up to a monthly amount of ~~£~~~~→~~~~650,000~~¹⁵ subject to revision by agreement between the parties particularly if a Planning Appeal/s is or are made or Planning Proceedings have to be brought and/or defended and as further detailed in this **Schedule 8**.

¹⁵ The monthly cap was Kajima's suggestion and is something that the Council reluctantly got comfortable with (you will recall the original position was that no development costs would be paid until unconditionally). They are not prepared to move away from this at this late stage.

- 2.2 The Council will not be obliged to make payments under this paragraph 2 if at the due date for payment¹⁶:

- 2.2.1 there is a subsisting material breach of this Agreement;
- 2.2.2 there is any material breach of the representations and warranties given by the Developer in **clause 2**

3. Conditions for payments

- 3.1 The Council will not be obliged to pay any item of the Development Costs (save in relation to Council Variations) if and to the extent that by doing so the Maximum Commitment would be exceeded.
- 3.2 Subject to **paragraph 3.3**, the Developer is not to make a request for payment of the Development Costs under this Schedule more frequently than once a month.
- 3.3 Where a failure by the Developer to make a payment due to a third party would create a breach of the Developer's obligations to that third party, the Developer may make a request at any time for payment of the Development Costs to meet its liabilities to the third party.
- 3.4 After the ~~Unconditional Date~~ ~~SW2 Enterprise Centre Start Date~~ the Council will not be obliged to make payments under this Schedule if at the due date for payment¹⁷:
 - 3.4.1 there is a subsisting material breach of this Agreement;
 - 3.4.2 there is any material breach of the representations and warranties given by the Developer in **clause 2**;
 - 3.4.3 certified copies of the Building Contract and Appointments have not been provided to the Council; or
 - 3.4.4 all Warranties (except from the Principal Sub-Contractors) have not been provided to the Council with evidence of professional indemnity insurance for the required amounts.
- 3.5 Subject to **clause 12.5**, if the Council brings this Agreement to an end under **clause 12** or this Agreement is otherwise brought to an end or disclaimed, the Developer will not be entitled to any further payments pursuant to this Schedule or otherwise save for any outstanding payment requests or payment requests made within six (6) weeks of this Agreement ending.

¹⁶ These provisions must remain.

¹⁷ These provisions must remain.

4. Procedure for payments

- 4.1 Within 5 days of the first Working Day of any month following a month in which an instalment of the Development Management Fee becomes due in accordance with **paragraph 11** and/or Development Costs are incurred, the Developer shall provide the Council with a written statement (the "**Developer's Statement**") in the form of a valid VAT invoice, setting out:
- 4.1.1 the amount of the Development Management Fee in relation to which the Developer's Statement is made and the basis on which such amount is calculated;
- 4.1.2 the amount of any Development Costs in relation to which the Developer's Statement is made, the Development Category to which such Development Costs relate and the basis on which such sums are calculated; and
- 4.1.3 the VAT payable in respect of such sums.
- 4.2 Where Development Costs are claimed by the Developer, the Developer's Statement will be accompanied by:
- 4.2.1 copies of any applications for payment and supporting documentation received by the Developer in respect of such Development Costs and any other invoices, statements, demands, vouchers and receipts as may reasonably be requested by the Council. In relation to payments to be made by the Developer under the Building Contract, supporting documentation to be provided by the Developer shall include, without limitation, certified copies (certified by the Employer's Agent) of any certificate of partial practical completion, the Certificate of Practical Completion, or the Certificate of Making Good Defects as the case may be); and
- 4.2.2 a certificate from the Employer's Agent addressed to the Council confirming that the sums claimed by the Developer have been incurred by the Developer and are properly due and payable by the Developer.

The Developer shall also provide to Council within seven days of their issue certified copies (certified by the Employer's Agent) of any relevant interim certificate or final certificate issued under the Building Contract.

- 4.3 The "due date" for the sums claimed in each Developer's Statement will be the date of receipt by the Council of the Developer's Statement and any accompanying documentation and certification pursuant to **paragraph 4.2**

(the "**Due Date**"). The "final date" for payment shall be 21 days from the Due Date (the "**Final Date for Payment**").

- 4.4 Not later than 5 days after the Due Date the Council shall give a notice (a "**Payment Notice**") to the Developer in accordance with **paragraph 4.9** and, subject to any Pay Less Notice subsequently given by the Council under **paragraph 4.6**, the amount payable by the Council to the Developer on or before the Final Date for Payment shall be the sum stated as due in the Payment Notice.
- 4.5 If a Payment Notice is not given in accordance with **paragraph 4.4** the amount payable by the Council to the Developer shall, subject to any Pay Less Notice given by the Council under **paragraph 4.6**, be the aggregate of the sums set out in the Developer's Statement.
- 4.6 If the Council intends to pay less than the sum stated as due in the Payment Notice or the aggregate of the sums set out in the Developer's Statement, as the case may be, the Council shall not later than 5 days before the Final Date for Payment give the Developer notice of that intention in accordance with **paragraph 4.10** (a "**Pay Less Notice**"). Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment shall be not less than the amount stated as due in the notice.
- 4.7 If the Council fails to pay a sum, or any part of a sum, which relate to "construction operations" as set out in s.105 of the Housing Grants Construction and Regeneration Act 1996 (as amended) and architectural, design and surveying work and providing advice on and the project management of "construction operations" as set out in s.105 of the Housing Grants Construction and Regeneration Act 1996 (as amended) ("**Construction Operations**") due to the Developer under this **paragraph 4** by the Final Date for Payment, the Council shall pay the Developer simple interest on that amount at the Default Interest Rate for the period from the Final Date for Payment until payment is actually made. Interest under this **paragraph 4.7** shall be a debt due to the Developer from the Council.
- 4.8 Acceptance of a payment of interest under **paragraph 4.7** shall not in any circumstances be construed as a waiver of the Developer's right to proper payment of the principal sum due or to suspend performance under **paragraph 4.11**.
- 4.9 Each Payment Notice which the Council is required to give to the Developer under this Agreement shall specify both the sum which the Council considers to be or to have been due to the Developer at the Due Date and the basis on which that sum has been calculated.

- 4.10 A Pay Less Notice shall specify both the sum that the Council considers to be due to the Developer at the date on which the Pay Less Notice is given and the basis on which that sum has been calculated.
- 4.11 Without affecting the Developer's other rights and remedies, if the Council fails to pay the Developer sums relating to "construction operations" and which are due under this **paragraph 4** (together with any VAT properly chargeable in respect of such payments) by the Final Date for Payment thereof and failure continues for 7 days after the Developer has given written notice to the Council of its intention to suspend the performance of any or all of its obligations under this Agreement relating to Construction Operations and the ground or grounds on which it is intended to suspend performance, the Developer may suspend performance of any or all of its obligations under this Agreement relating to Construction Operations until payment of such relevant sums is made in full.
- 4.12 Where the Developer exercises its right of suspension under **paragraph 4.11**, it shall be entitled to payment of a reasonable amount in respect of costs and expenses reasonably incurred by the Developer as a consequence of the exercise of such right, such costs and expenses to be treated as additional Development Costs and the Estimated Date of SW2 Enterprise Centre Practical Completion is to be extended in line with the period of suspension. The Developer acknowledges that the right to suspend under **paragraph 4.11** shall cease immediately upon payment in full by the Council of the relevant sums due to the Developer.

5. Retentions

- 5.1 The Council will not be obliged to pay any sum properly retained under any agreement or contract, including the Building Contract, unless and until 21 days before it becomes due to be released, and accordingly the sum withheld will not be treated as part of the Development Costs until it is actually payable.
- 5.2 In respect of any retentions made under the Building Contract:
- 5.2.1 the amount of each retention will be the amount shown in the relevant interim certificate, certificate of partial completion or Certificate of Practical Completion as the retention; and
- 5.2.2 the retentions will be released only upon the issue of the relevant certificate under the Building Contract authorising their release.
- 5.3 In addition to the retentions the Council can retain under **paragraph 5.2** the Council will be entitled to retain from the payment of Development Costs due following Practical Completion the following sums:

- 5.3.1 £5,000 in respect of each outstanding Principal Sub Contractor Warranty (save that no retention shall be held back where a Principal Sub Contractor is Insolvent subject to the Developer's obligation to appoint a replacement where the event of insolvency occurs during the design phase of the SW2 Enterprise Centre Development);

- 5.3.2 £10,000 in total in respect of any outstanding Handover Requirements.

- 5.4 Any sums retained under **paragraph 5.3** will be applied by the Council only for the purposes for which they have been retained and the following provisions will apply:

- 5.4.1 any retention made in respect of an outstanding Principal Sub Contractor Warranty will be released to the Developer when the relevant warranty has been provided to the Council or in a situation where after the Date of Practical Completion the Principal Sub Contractor is subject to an event of Insolvency;

- 5.4.2 any retention made under **paragraph 5.3.2** will be released to the Developer when the final item of outstanding Handover Requirements is provided to the Council.

6. VAT

VAT paid by the Council is not to be taken into account in assessing whether the Maximum Commitment has been or will be exceeded at any. The Developer will use all reasonable and commercially sensible endeavours to minimise any irrecoverable VAT.

7. Cashflow statement

- 7.1 The Developer is to provide to the Council monthly a written cashflow statement showing:
- 7.1.1 the total of all Development Costs incurred by or on behalf of the Developer including the Development Category in which those Development Costs were incurred;
- 7.1.2 the Development Costs which the Developer reasonably anticipates will be incurred before the next cashflow statement is produced; and
- 7.1.3 except in the case of the first cashflow statement, the Development Costs incurred by the Developer since the previous cashflow statement indicating:

7.1.3.1 whether the Development Costs incurred were included in the anticipated expenditure shown in the previous cashflow statement; and

7.1.3.2 any variations between the sums anticipated and the sums actually incurred.

8. Development Account

8.1 The Developer is to operate and maintain the Development Account until the issue of the final Certificate of Making Good Defects.

8.2 The Developer is to pay and debit directly to the Development Account all Development Costs paid or incurred by the Developer under this Schedule.

8.3 The Developer is to credit to the Development Account:

8.3.1 on receipt, a sum or sums equal to any income from or in respect of the Site, insurance proceeds, capital receipts, licence fees, damages, compensation and mesne profits which are received in respect of a period or on a date prior to the Date of Practical Completion; and

8.3.2 on receipt, any VAT recovered from HM Revenue and Customs where the corresponding amount of VAT has already been debited to the Development Account as a Development Cost.

8.4 The Developer is to submit to the Council a statement of the Development Account at monthly intervals.

PART 2: DEVELOPMENT COSTS

1. Development Categories

1.1 The Development Costs will be payable in the following Development Categories:

Development Category

Planning

Development Works

Professional fees

Insurance

Design costs

Other costs including survey costs

1.2 The costs payable within each Development Category are set out below. Unless expressly stated to the contrary they are exclusive of Value Added Tax.

2. Planning

2.1 The Development Costs for planning are:

2.1.1 the proper and reasonable legal fees, planning consultants' fees and disbursements for obtaining planning permission;

2.1.2 the proper and reasonable fees incurred in relation to all necessary reports (for example impact assessment reports) required by the local planning authority in order to obtain planning permission;

2.1.3 the fees payable to the local planning authority for applications for planning permission;

2.1.4 any sum payable pursuant to any Planning Agreement

2.1.5 the Developer's costs of entering into and complying with any Infrastructure Agreement.

3. Development Works

3.1 The Development Costs for the Development Works are:

3.1.1 all payments to be made to the Building Contractor under the Building Contract;

3.1.2 the proper and reasonable fees incurred by the Developer for obtaining the Statutory Consents;

3.1.3 the proper and reasonable fees payable by the Developer to any company or authority for the carrying out of the Services Works.

4. Professional fees

4.1 The Development Costs for the professional fees are:

4.1.1 the proper and reasonable legal fees and disbursements of the Developer in relation to the negotiation of the Appointments and the Building Contracts;

4.1.2 the proper and reasonable fees payable to the members of the Professional Team under the terms of their Appointments;

- 4.1.3 the proper and reasonable fees of the Employer's Agent for complying with their obligations under this Agreement;
- 4.1.4 the proper and reasonable legal fees and disbursements of the Developer in relation to the negotiation of this agreement provided such fees and disbursements do not exceed those agreed by the Council in the competitive dialogue process.
- 4.2 If an Appointment Default occurs due to the act or default of the Developer, the costs set out in **paragraph 4.1.1** for entering into a new Appointment or Building Contract will not form part of the Development Costs.
5. **Insurance**
- 5.1 The Development Costs for insurance are:
- 5.1.1 the proper and reasonable costs incurred by or on behalf of the Developer in insuring the SW2 Enterprise Centre Development Works (save for insuring the Town Hall); and
- 5.1.2 the proper and reasonable costs incurred by or on behalf of the Council in complying with its obligations and rights in relation to insurance under this Agreement.
- 5.2 The Development Costs exclude any costs payable by the Developer towards reinstating the SW2 Enterprise Centre Development Works (excluding the Town Hall) and the Property if the insurance proceeds are insufficient to cover the costs of reinstatement.
6. **Design Costs**
- 6.1 The Design Costs include the cost of working up the designs for the SW2 Enterprise Centre Development and those of any Consultants and the cost of any copy right in this regard in the development category at
7. **Other costs**
- 7.1 The Development Costs include any VAT which the Council or the Developer is unable to recover from HM Revenue and Customs.
- 7.2 Costs of carrying out the surveys under **paragraph 1-1** of **Schedule 6**.
- 7.3 The list in **paragraphs 1-7.2 (inclusive)-6** of **Part 2** of this **Schedule 8** is not exhaustive and Development Costs are to include any other costs properly identified as such by the Developer acting reasonably and responsibly.
8. **Exclusions**

- 8.1 The Development Costs do not include:
- 8.1.1 the Developer's internal overheads and administrative expenses;
- 8.1.2 the Development Management Fee and Developers Payment;
- 8.1.3 the costs incurred by the Developer in remedying any breach by it of this Agreement;
- 8.1.4 the Developer's costs incurred in bidding during the competitive dialogue process and those incurred prior to the date of this Agreement;
- 8.1.5 any interest payable by the Developer to a third party as a result of the Developer breaching an obligation to that third party;
- 8.1.6 any costs for which a third party is liable;
- 8.1.7 any costs expressed in this agreement to not constitute Development Costs;
- 8.1.8 any interest payments, fines, penalties, fees or other payments arising out of the Developer's own negligence or default;
- 8.2 Costs incurred and claimed under one Development Category shall not be claimed under another Development Category.
- 8.3 For the avoidance of doubt the Developer shall not be liable for any interest that the Council have to pay pursuant to any borrowing that the Council undertakes to fund the Development and such costs shall not form part of the Development costs for the purposes of settling the Maximum Commitment.
9. **Undersize Reduction Payment**
- 9.1 Following measurement of the Development under **paragraph 12.56** of **Schedule 74** and if the Internal Area of the Development shall be less than 97% of the Target Area there shall be calculated a sum to compensate the Council for any shortfall in Internal Area of the Development as against the Target Area in ("**Undersize Reduction Payment**") in accordance with the following formula:
- $$US = T - A \times \text{£}[\text{cost per square metre } 250.00]$$
- Where:
- US = Undersize Reduction Payment
- T is the Target Area; and

A is the lower of (1) the actual Internal Area as measured which is more than 3% less than the Target Area and (2) T (so, by way of example, where the Target Area is 100 and the actual Internal Area is 95, the first 3% will not be taken into account in calculating the undersize reduction payment)

[DN: Bidder to advise of cost per square meter]

10. Developers Payment

10.1 The Adjusted Developers Payment is to be calculated in accordance with the following formula:

$$ADP = (6.977\% \text{ of } MC) - (UR + PE)$$

where:

ADP = Adjusted Developers Payment

MC = Maximum Commitment

UR = any Undersize Reduction Payment

PE = any Profit Erosion

¹⁸

10.2 As soon as practicable following the Date of Practical Completion the Developer will provide a statement of the Adjusted Developers Payment (“**Statement**”) for the Council’s approval (such approval not to be unreasonably withheld or delayed).

10.3 The Council shall within twenty Working Days after receiving the Statement pay the Developer:

10.3.1 (if it agrees the Statement) the Adjusted Developer’s Payment, less any retention held pursuant to **paragraph 5.3 of Part 1 of this Schedule 8**; or

10.3.2 (if it does not agree the Statement) such amount of the Adjusted Developer’s Payment as the Council considers is due less any retention held pursuant to **paragraph 5.3 of Part 1 of this Schedule 8**.

10.4 If the Council does not agree the Statement it shall inform the Developer of the reasons why it disagrees as soon as possible after receipt of the Statement and the parties will endeavour to resolve those reasons to their mutual Council’s reasonable satisfaction. Any dispute amongst the parties

¹⁸ Worked example required

may be referred by either party to fast track determination pursuant to clause 13.:-

11. Development Management Fee

11.1 From the date of this Agreement on the [28th] day of each month the Council shall pay to the Developer the Development Management Fee as set out below:

11.1.1 from the date of this Agreement up to and including the month prior to the month in which the ~~Overarching Conditions~~ Planning Conditions detailed at clauses 3.1.1 and 3.1.2 are ~~satisfied~~ obtained 50% of the monthly amount of the Development Management Fee with the remaining 50% deferred;

11.1.2 in the month in which the Planning Permissions are obtained the, the Council shall pay to the Developer such part of the Development Management Fee as has been deferred up until that date;

11.1.3 If two years after the date of this Agreement the Overarching Conditions have still not been satisfied or waived, as the case may be, the Council shall continue to pay the Developer the Development Management Fee until the Longstop Date unless this Agreement is ended as a consequence of the failure to satisfy one or more of the Overarching Conditions in which case the Development Management Fee shall cease to be payable but after two years from the date of this Agreement the Council shall have discretion to effectively pause this Agreement so that the Long Stop Date is delayed on a week by week basis with the Development Management Fee ceasing to be payable in any such “pause period” and becoming payable again once the Council announces that it wishes the Agreement to come live again (for the avoidance of doubt the Council’s obligations pursuant to this Agreement shall not cease in any pause period only the Developers obligations to undertake work shall cease and the Council shall be entitled to pause this Agreement up to [two] times after the second anniversary of this Agreement (and before the Declaration Date) in the final year of the period before the Longstop Date ultimately passes once at least 52 “live” weeks have passed (for the avoidance of doubt this will not be consecutive unless no pause is instigated)

11.1.4 From the first month following the month in which the Planning Permissions detailed at clauses 3.1.1 and 3.1.2 have been obtained ~~Overarching Conditions detailed at clauses 3.2.1 and 3.2.2 have been satisfied~~—the Development Management Fee shall revert to being payable at 50% of the monthly Development Management Fee with the

remaining 50% deferred on a month by month basis until the month in which the last of the SW2 Enterprise Centre Development Conditions has been satisfied or waived and in that month there shall be a reconciliation on the basis that the actual Building Contract Sum is then known the Council being responsible for paying the Developer at that point such sum;

11.1.5 from and including the month following the month in which all of the SW2 Enterprise Centre Start Conditions have been satisfied or waived, the full Development Management Fee shall be payable without any part of it being deferred until the earlier of the date of Practical Completion and two years from the date upon which the SW2 Enterprise Centre Development Works have commenced.

11.1.6 Payment of the Development Management Fee will be affected in accordance with paragraph 4 above.

11.2 Default Interest

If either party is late in making any payment to the other it shall pay interest at the Default Interest Rate from the due date until the date of payment.

SCHEDULE ~~999~~

Surplus Properties

1. Surplus Properties

If it has not been established prior to the date of this Agreement the Council will as soon as reasonably practicable (having regard to the requirement on the Developer to submit the Surplus Properties Planning Applications) notify the Developer whether Hambrook House ~~and Hambrook House West~~ [\[Note: assumed that Hambrook House West \(like 24 Porden Road\) will definitely be a Surplus Property as the Council owns and controls it already but reference to it here can be reinstated if that is the Council's preference and where the Council then indicates the line between 24 Porden Road and Hambrook House West\] and Hambrook House East \(to the extent that it is not public highway\)](#) are to be treated as Surplus Properties and if the Council does not notify the Developer by 31 March 2014 it shall be deemed that they are not to be treated as Surplus Properties.

2. Planning

In addition to the obligations in Schedule 1:

2.1 The Council and the Developer are to co-operate and work together to agree the scope and content of the Surplus Property Planning Applications.

2.2 In working with the Council the Developer shall:

2.2.1 Consult with the Council and with the market as to the types of uses and developments that will be most appropriate for the Surplus Properties in the context of balancing the Council's planning policy with maximising the value of the Surplus Properties and ensuring that the Surplus Property Planning Permissions are implementable and acceptable to the market.

2.2.2 Working with planning consultants and professional advisers to see to it that the right level of CIL is payable upon implementation of planning permissions in respect of the Surplus Properties

3. Sales

3.1 The Developer will, if requested by the Council, provide the following services in respect of proposed sales of the Surplus Properties:

3.1.1 Prepare and agree a disposal strategy in line with the overall Enterprise Centre project;

- 3.1.2 Manage the sale and marketing process in line with the agreed strategy;
- 3.1.3 Agree and manage marketing budgets;
- 3.1.4 Ensure all necessary information is collated and made available to prospective purchasers;
- 3.1.5 Jointly appoint and manage the agent(s) appointed to sell the surplus site(s);
- 3.1.6 Agree a basis of reporting to the Council in line with strategy;
- 3.1.7 Manage interest parties, including solicited and unsolicited bids, whether directly or through the appointed agents;
- 3.1.8 Advise the Council on mechanics of payments eg delayed completions, deposits, overage, leasebacks etc;
- 3.1.9 Undertake and /or direct appropriate due diligence in relation to bids and bidding parties;
- 3.1.10 Advise and make recommendations to the Council in respect of all bids;
- 3.1.11 Where necessary appoint specialist advice in respect of sales;
- 3.1.12 Manage the appointed legal team including managing the site sales to exchange and completion;
- 3.1.13 Liaise at all times with the Council and any agent appointed by the Council.

SCHEDULE ~~10~~¹⁰¹⁰

Insolvency Defaults

1. Defined terms

- 1.1 In this Schedule, the following words and expressions have the following meanings:

"1986 Act"	Insolvency Act 1986
"1994 Order"	Insolvent Partnerships Order 1994
"LPA"	Law of Property Act 1925

2. Insolvency Default

- 2.1 Insolvency occurs if:

- 2.1.1 a person is a company and:

- 2.1.1.1 it enters into a voluntary arrangement under Part I of the 1986 Act or it enters into a scheme of arrangement with its creditors in satisfaction or composition of its debt;
- 2.1.1.2 an administrator is appointed under Part II of the 1986 Act;
- 2.1.1.3 a receiver or manager, including an administrative receiver, is appointed whether under Part III of the 1986 Act, under the LPA or otherwise;
- 2.1.1.4 a resolution to wind-up is passed or a provisional liquidator is appointed or a winding-up order is made under Part IV of the 1986 Act unless for the purpose of a solvent amalgamation or reconstruction of the company;
- 2.1.1.5 a scheme of arrangement is made under Part 26 Companies Act 2006;
- 2.1.1.6 it changes its status from unlimited to limited; or
- 2.1.1.7 it is struck off the register of companies or otherwise ceases to exist;

- 2.1.2 a person is an individual and:

- 2.1.2.1 an interim order or voluntary arrangement is made under Part VIII of the 1986 Act;
- 2.1.2.2 a trustee in bankruptcy is appointed or the individual is otherwise declared to be bankrupt;
- 2.1.2.3 the individual enters into a deed of arrangement or composition with his or her creditors;
- 2.1.2.4 a receiver is appointed under the Mental Health Act 1983 or the individual becomes incapable of managing his or her affairs; or
- 2.1.2.5 the individual dies;
- 2.1.3 two or more people are in partnership and:
 - 2.1.3.1 they enter into a voluntary arrangement under Part II of the 1994 Order;
 - 2.1.3.2 an administration order is made under Part III of the 1994 Order; or
 - 2.1.3.3 a winding up order is made under Parts IV or V of the 1994 Order; or
- 2.1.4 a person is incorporated or resident in a jurisdiction outside England and Wales and any event or circumstance occurs which under the laws of that jurisdiction has an analogous or equivalent effect to any of the events in this **paragraph 2.1**.

SCHEDULE ~~11~~~~11~~~~11~~

Early Access

1. Subject to the terms of the Building Contract the Council may enter into the SW2 Enterprise Centre [Site](#) prior to Sectional Completion or Practical Completion (as appropriate) to carry out the Council's Works.
2. If it does so the Council will and will instruct its contractors to:
 - 2.1 co-operate with the Developer and the Building Contractor with a view to seeing to it that any remaining SW2 Enterprise Centre Development Works and the Council's Works can be carried out simultaneously; and
 - 2.2 comply with the proper and reasonable directions of the Building Contractor.
3. The Council will notify the Developer as soon as possible and prior to the Unconditional Date and settlement of the Maximum Commitment whether the Council will require any access for the Council's Works and failure by the Council to notify the Developer by then shall mean that it will be deemed that the Council does not require such early access.

SCHEDULE ~~121212~~

Guarantee

1. Obligations guaranteed

- 1.1 The Guarantor as primary obligor, and not only as guarantor, guarantees to the Council that the Developer will comply with the terms of this Agreement.
- 1.2 As an independent obligation, the Guarantor agrees with the Council to comply with the terms of this Agreement if the Developer does not do so and to indemnify the Council against any breach of those terms.
- 1.3 The Guarantor agrees that the Council may make a claim under this guarantee and indemnity without first making a claim against the Developer.
- 1.4 The Guarantor is to pay all sums due to the Council under this guarantee and indemnity without any legal or equitable set-off, counterclaim or deduction.

2. Continuation of the guarantee

- 2.1 The obligations of the Guarantor are not to be released by:
 - 2.1.1 any delay or neglect by the Council in enforcing the terms of this Agreement or any time allowed by the Council for their performance;
 - 2.1.2 any variation of the terms of this Agreement;
 - 2.1.3 any Event of Default;
 - 2.1.4 the disclaimer of this Agreement by the Crown or by a liquidator or trustee in bankruptcy of the Developer;
 - 2.1.5 if the Developer is a company, the Developer is struck off the register of companies or otherwise ceases to exist
 - 2.1.6 the Developer or the Council giving consent to any matter under this Agreement;
 - 2.1.7 any legal limitation, immunity, disability, incapacity or other circumstances relating to the Developer, whether or not known to the Council; or
 - 2.1.8 anything else which would have released the Guarantor whether by the variation of the obligations guaranteed or by the conduct of the parties.

3. SW2 Enterprise Centre Development documentation

- 3.1 The provisions of this **paragraph 3** will apply:
 - 3.1.1 if the Council exercises its right to bring this Agreement to an end following an Event of Default which has not been satisfied or remedied (as the case may be);
 - 3.1.2 following the disclaimer of this Agreement by the Crown or by a liquidator or trustee in bankruptcy of the Developer; or
 - 3.1.3 if the Developer is a company, the Developer is struck off the register of companies or otherwise ceases to exist
- 3.2 If any of the provisions in **paragraph 3.1** apply and the Council requests the Guarantor to do so in writing within three months of the event in **paragraph 3.1**, the Developer's Guarantor is to:
 - 3.2.1 enter into a new agreement with the Council on the terms of this Agreement with the substitution of the Guarantor for the Developer and with due allowance to be made in the new agreement for any sums paid by the Council or the Developer under this Agreement when calculating any sums due under the new agreement which sums (if any) shall count towards the Developer's Liability Cap;
 - 3.2.2 take all steps necessary to become the employer of the Building Contractor and the members of the Professional Team; and
 - 3.2.3 if the Council has already become the employer of the Building Contractor or the members of the Professional Team, act as the agent of the Council in discharging the employers obligations and indemnify the Council against any liability which the Council may have as employer until such time as the Guarantor has become the employer under **paragraph 3.2.2**.

19

4. No assignment

- 4.1 The Guarantor is not to take an assignment of this Agreement from the Developer.
- 4.2 The Guarantor is not to become the employer of the Building Contractor or the members of the Professional Team except on the terms set out in **paragraph 3**.

¹⁹Your proposed amendment is not accepted but see amendment to para 3 above. .

5. **Additional provisions**

- 5.1 The Guarantor is not to claim any rights of subrogation in respect of the obligations guaranteed by the Guarantor and is not entitled to participate in any security held by the Council in respect of those obligations unless and until those obligations have been performed or discharged in full.
- 5.2 The Guarantor is not to claim in competition with the Council in the insolvency of the Developer and is not to take any security, indemnity or guarantee from that person in respect of those obligations.
- 5.3 If any payment made to the Council is set aside or avoided under the laws relating to insolvency, the Council may claim under this guarantee and indemnity in respect of that payment and any settlement, release or discharge of the obligations guaranteed by the Guarantor is to take effect subject to this condition.
- 5.4 The Guarantor shall not by virtue of this schedule acquire any liability to the Council which is greater or of longer duration than it would have owed had the Guarantor been the Developer under this Agreement.

**THE COMMON SEAL of MAYOR AND
BURGESSES OF THE LONDON
BOROUGH OF LAMBETH**)
was hereunto)
affixed in the presence of:-)

Authorised Signatory

SIGNED as a deed by)
KAJIMA LAMBETH)
REGENERATION PARTNERSHIP)
acting by a director and its secretary)
or two directors)

Director

Director / Secretary

SIGNED as a deed by)
KAJIMA PARTNERSHIPS LIMITED)
acting by a director and its secretary)
or two directors)

Director

Director / Secretary

i Title Plans (1-10)

H.M. LAND REGISTRY

TITLE NUMBER

SGL234793

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY SHEET
GREATER LONDON

NATIONAL GRID
TQ 3075

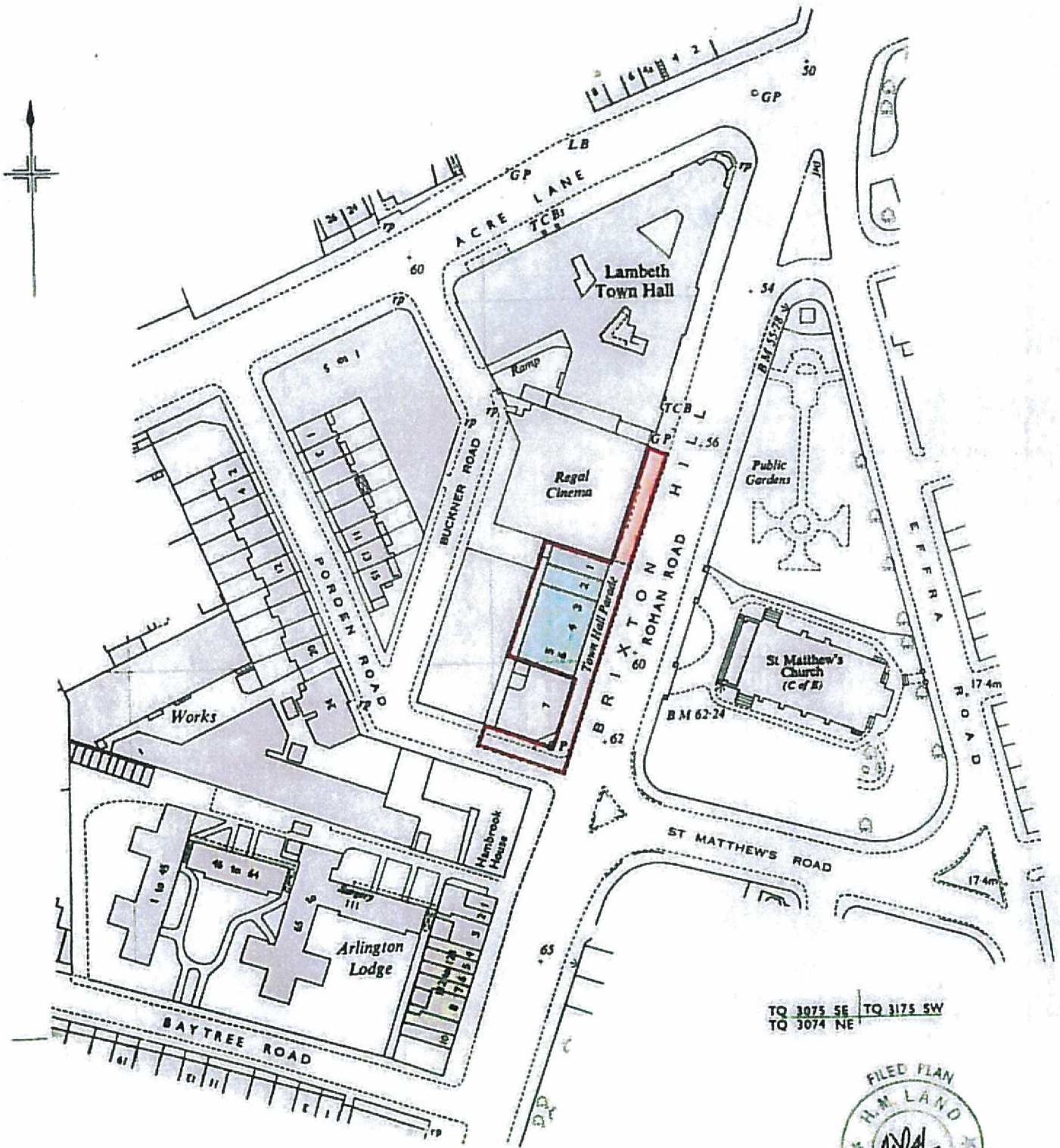
SECTION
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TO 3074 NE

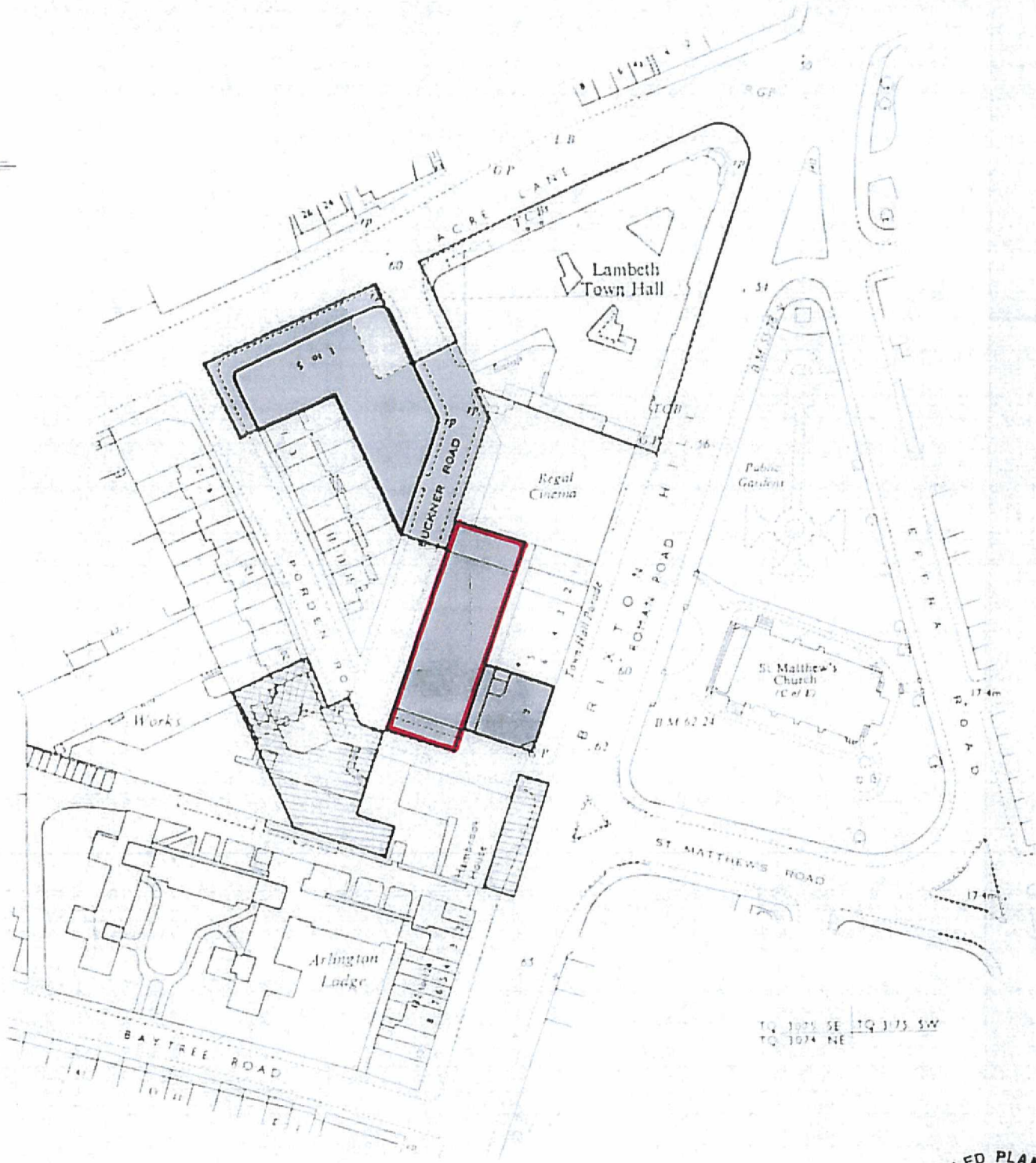


Plan 1

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			AF
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BOROUGH OF LAMBETH

Old Reference LN XI 54 L



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TQ 3074 NE



Plan 2

H.M. LAND REGISTRY

TITLE NUMBER

TGL77987

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY SHEET
GREATER LONDON

NATIONAL GRID
TQ 3075

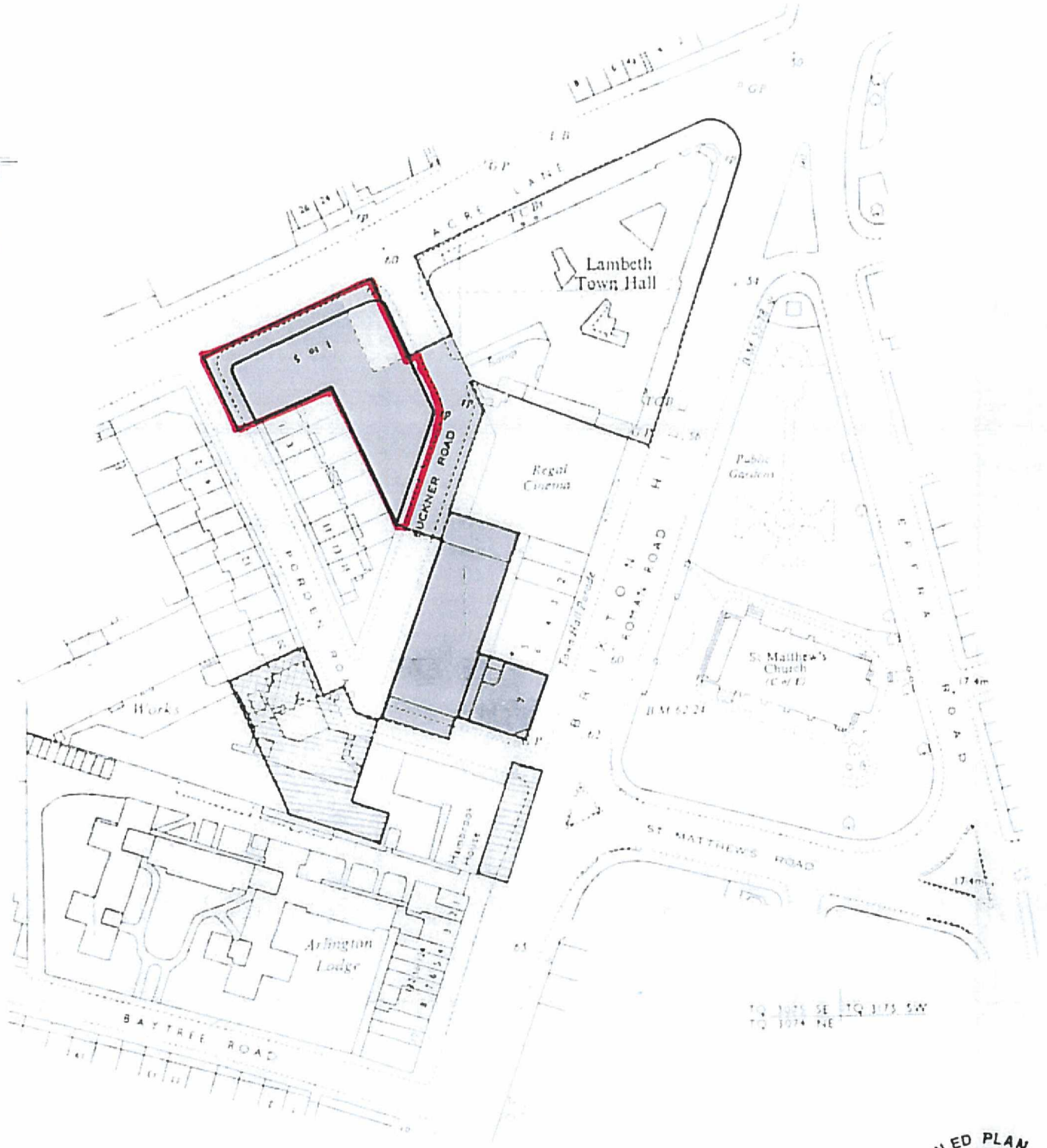
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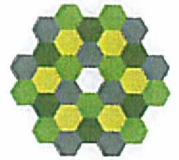
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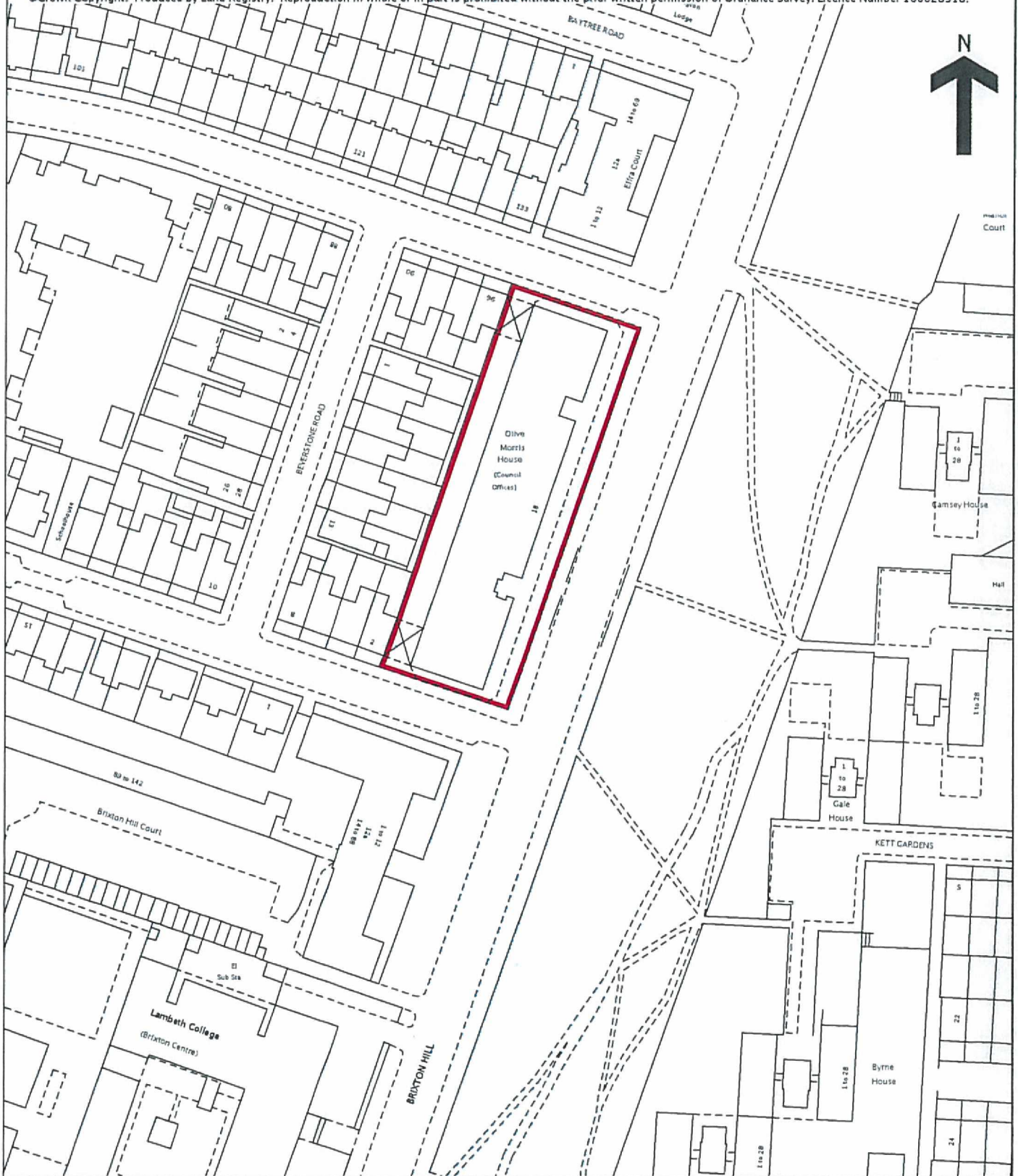
Plan 2

Land Registry Official copy of title plan

Title number **198327**
Ordnance Survey map reference **TQ3074NE**
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Administrative area **Lambeth**



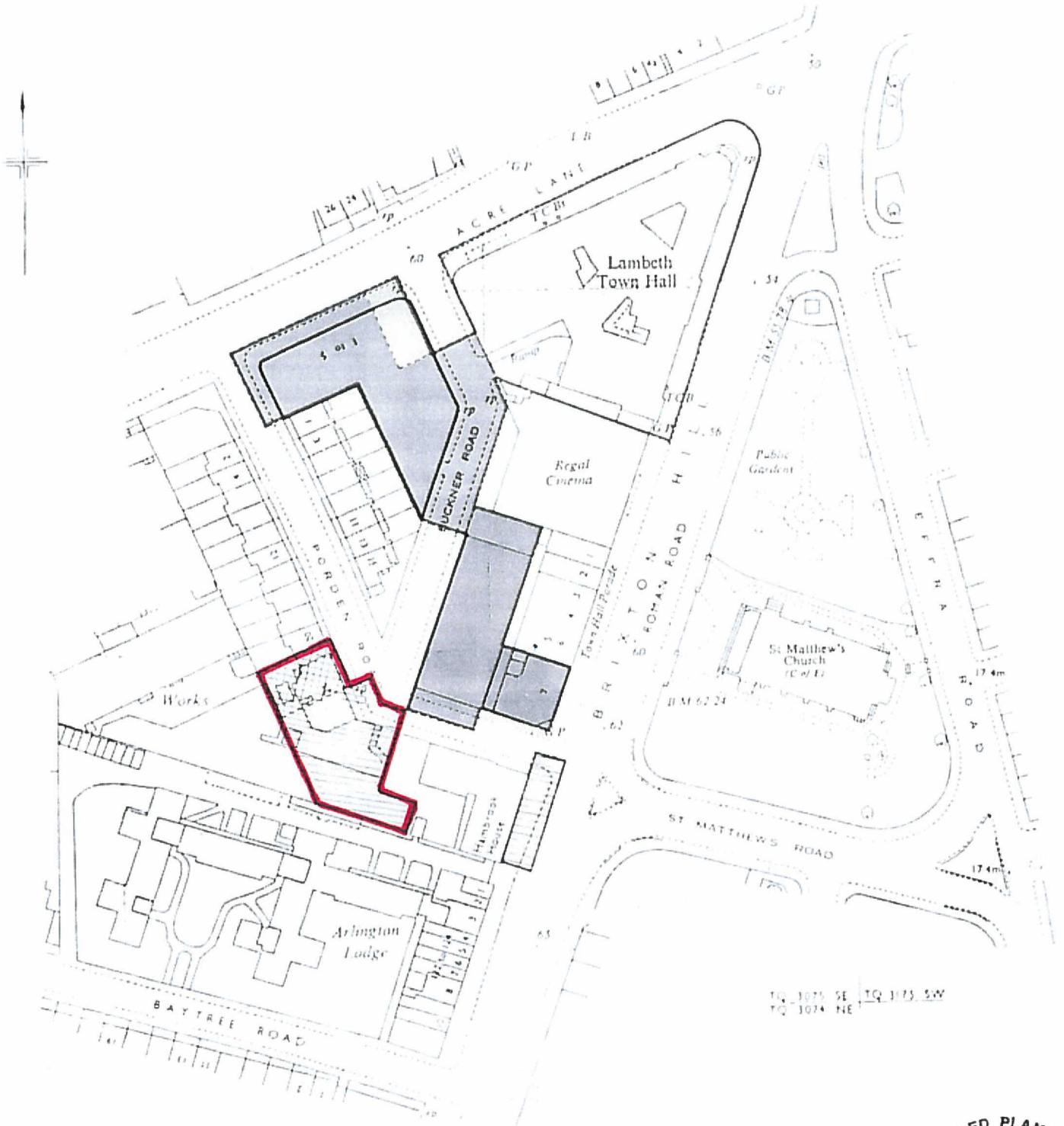
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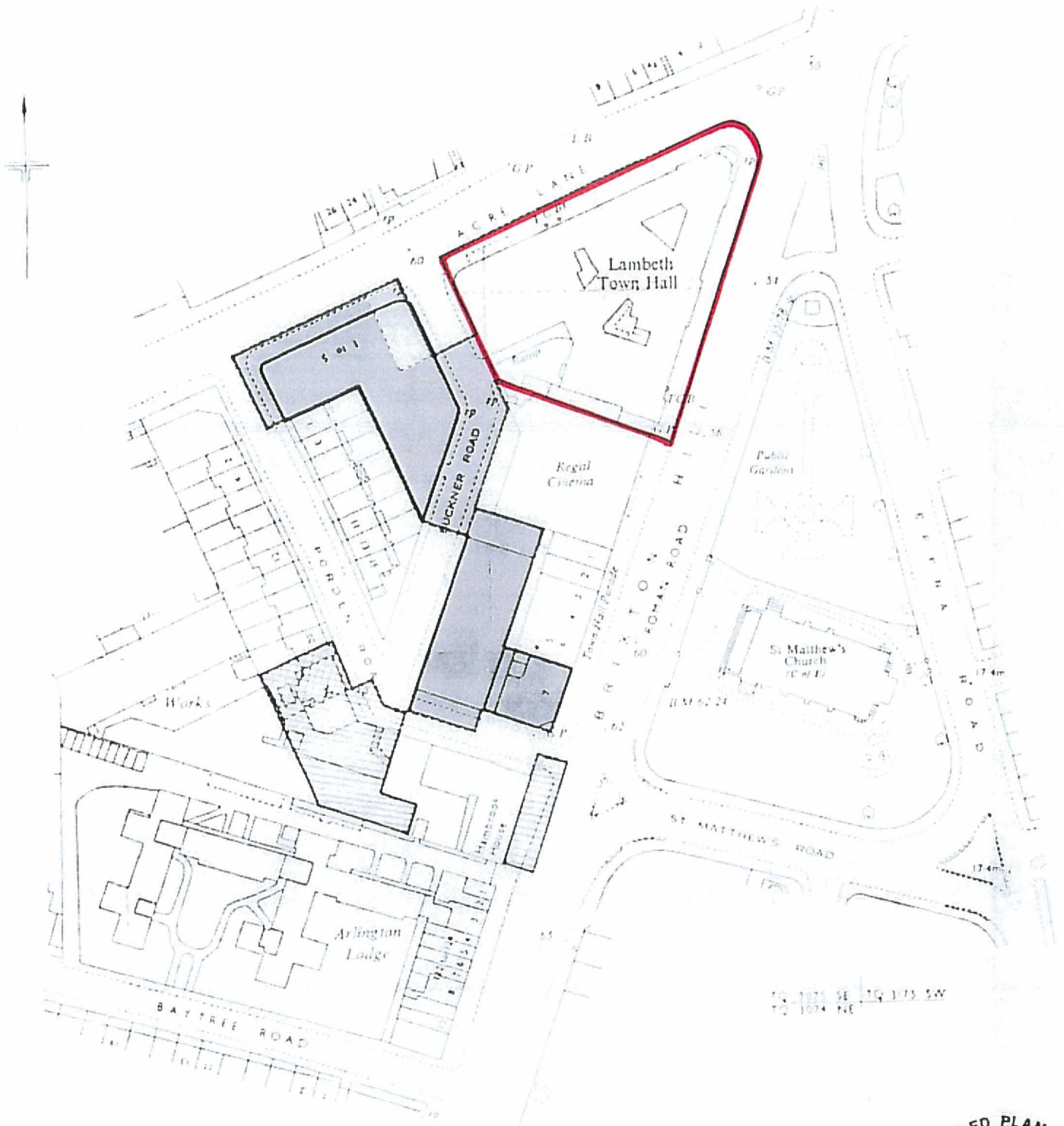


Plan 5

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Plan 6

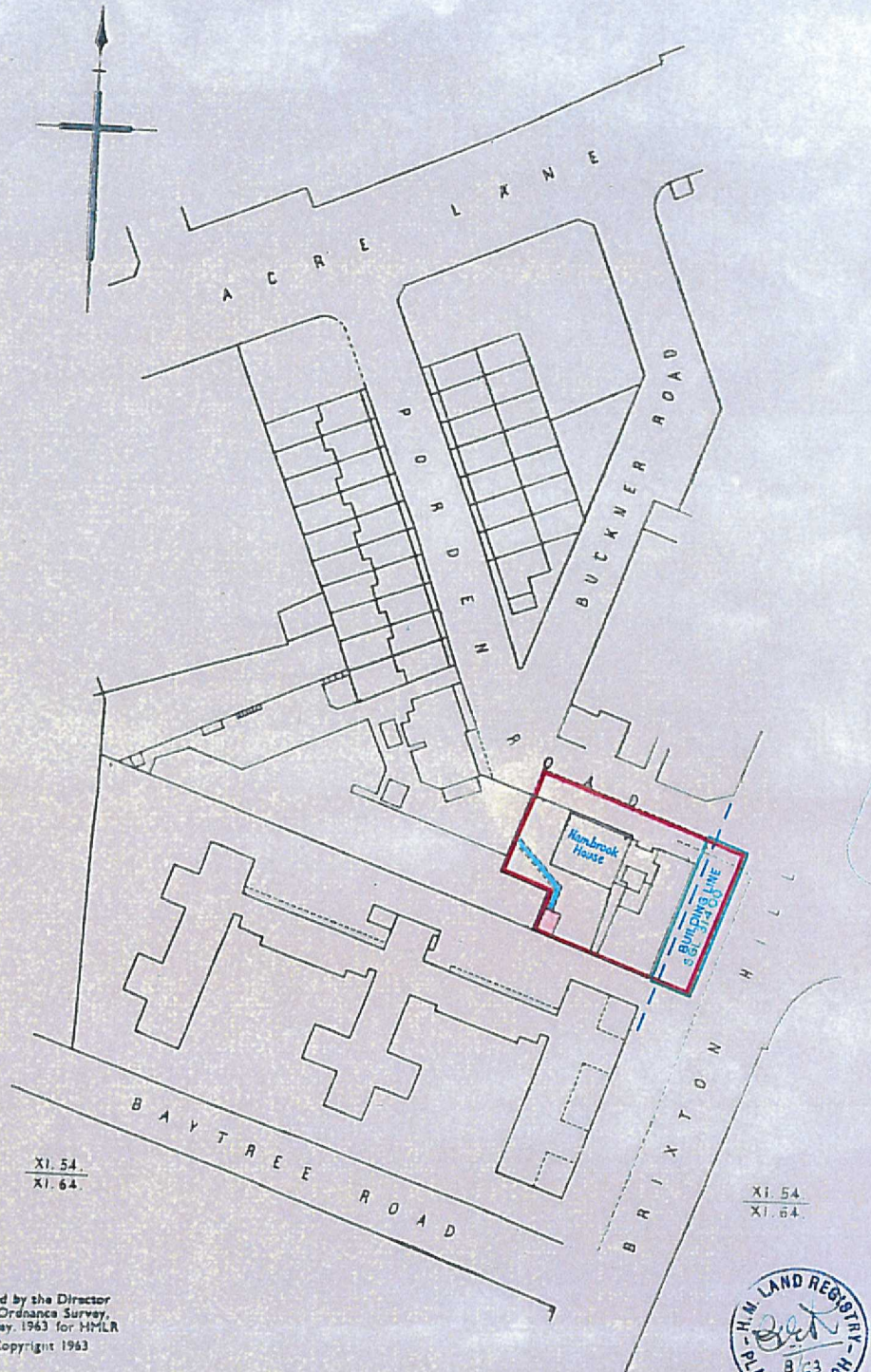
H. M. LAND REGISTRY GENERAL MAP

LONDON

SHEET **XI. 54**
(EXTRACT FROM)

SECTION **L.** (Extract No. 1)

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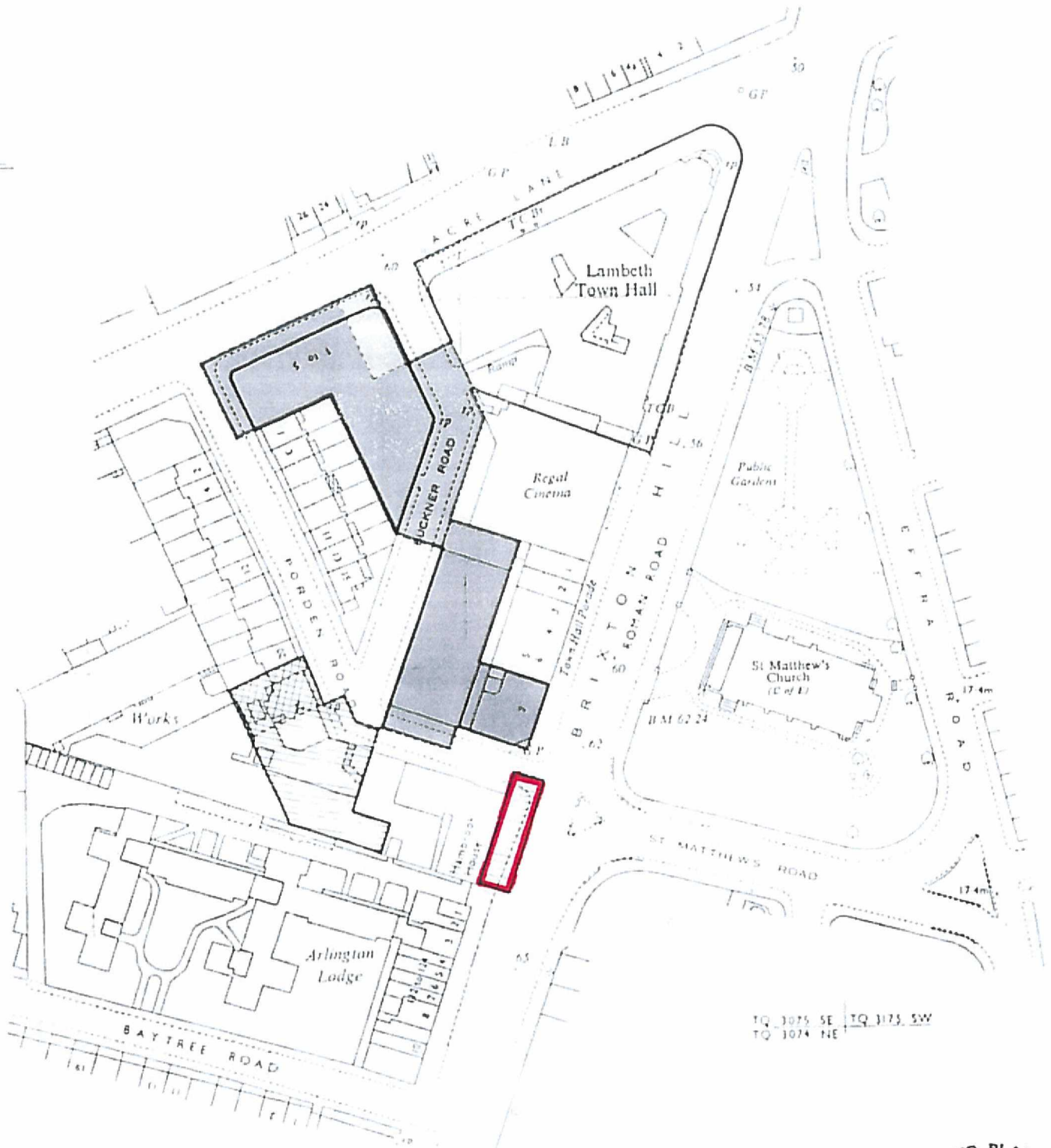
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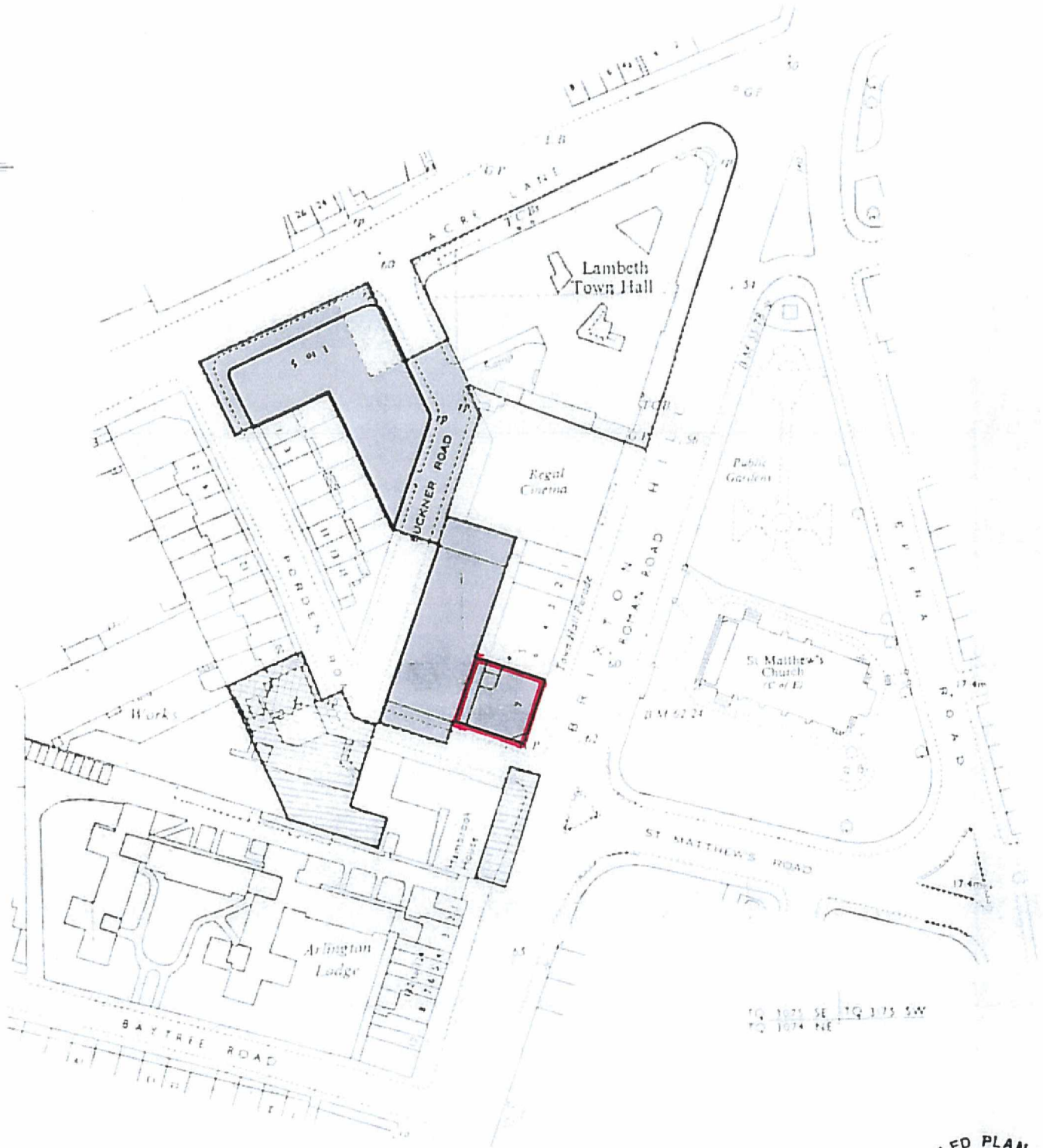


Plan Eight

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BOROUGH OF LAMBETH

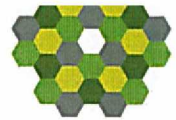
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TQ 3074 NE



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Plan 10

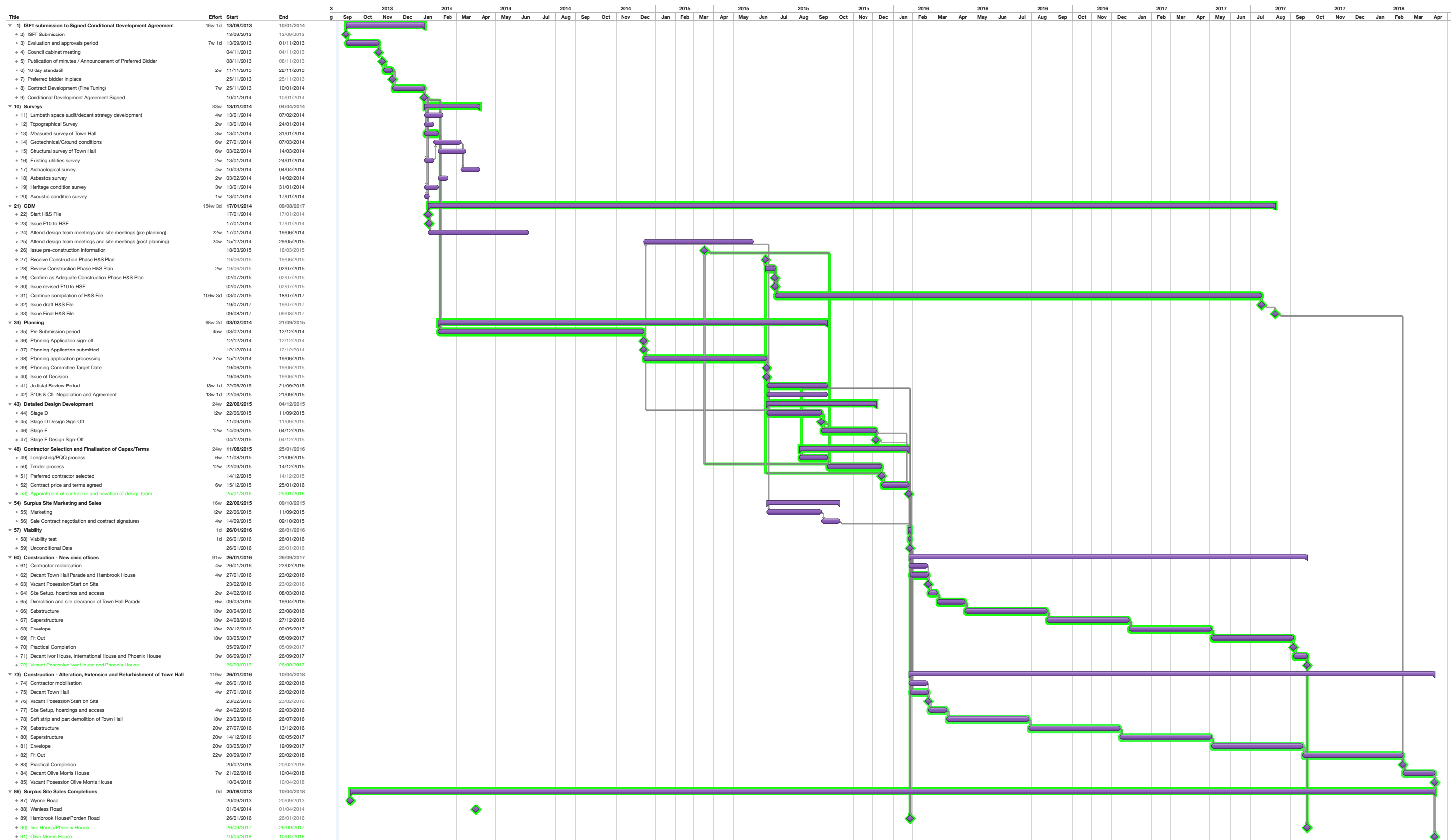
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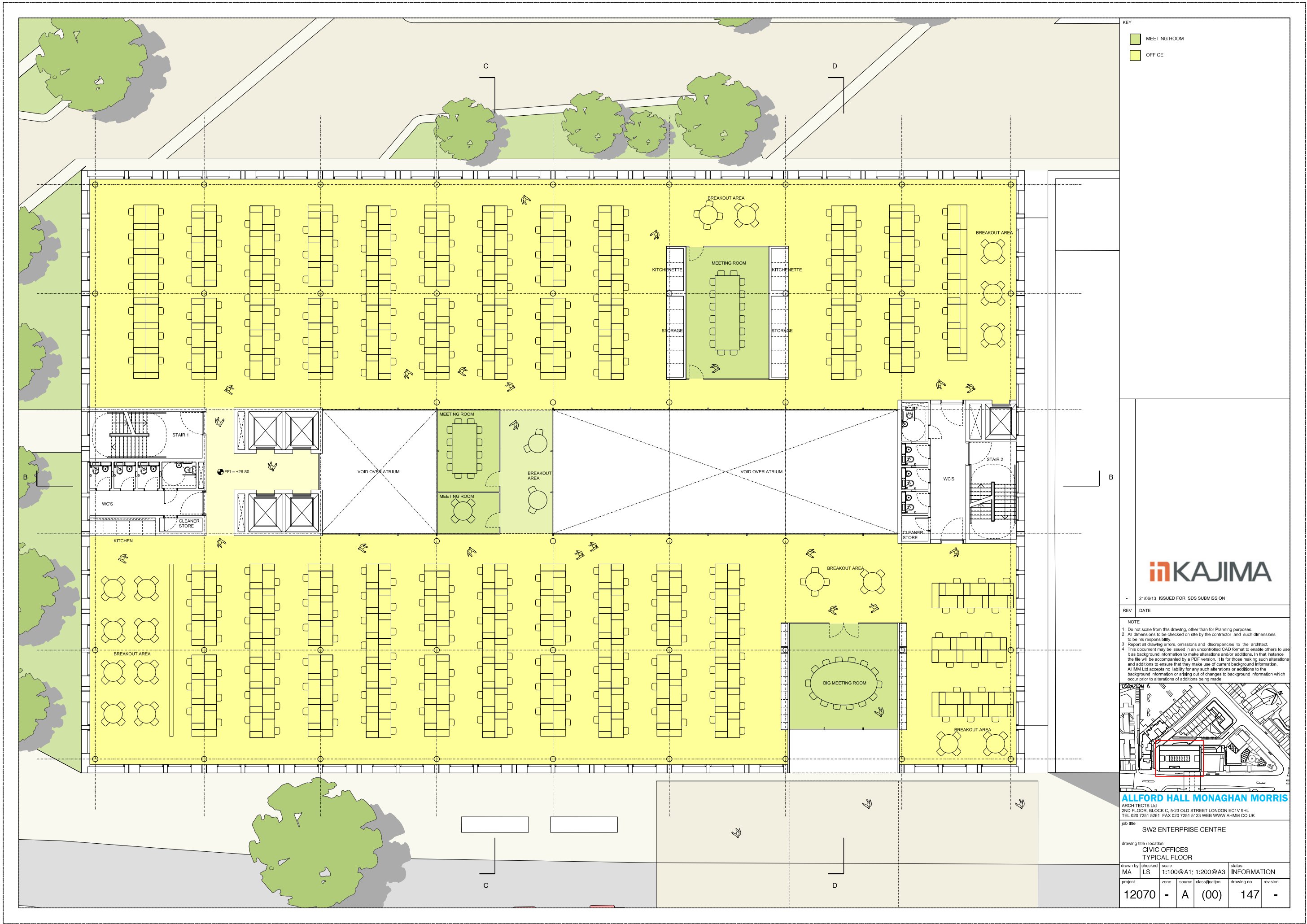
ii Programme of Works

SECTION 2: QUALITY AND DELIVERABILITY

2.2.4 PROJECT AND QUALITY MANAGEMENT - PROGRAMME



iii Measurement Plans



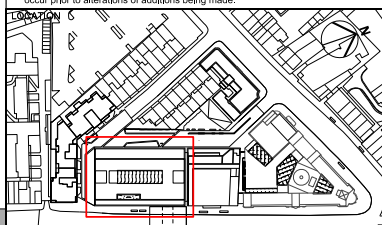
- KEY
- MEETING ROOM
 - OFFICE



21/06/13 ISSUED FOR ISDS SUBMISSION

REV	DATE

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Job title
 SW2 ENTERPRISE CENTRE

drawing title / location
 CIVIC OFFICES
 TYPICAL FLOOR

drawn by	checked	scale	status		
MA	LS	1:100@A1; 1:200@A3	INFORMATION		
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Option 1



Option 3



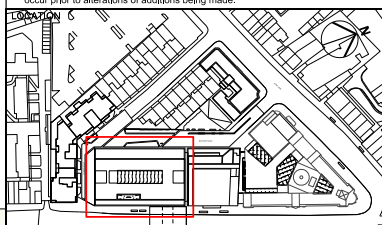
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[Light Green Box]	MEETING ROOM
[Light Yellow Box]	OFFICE

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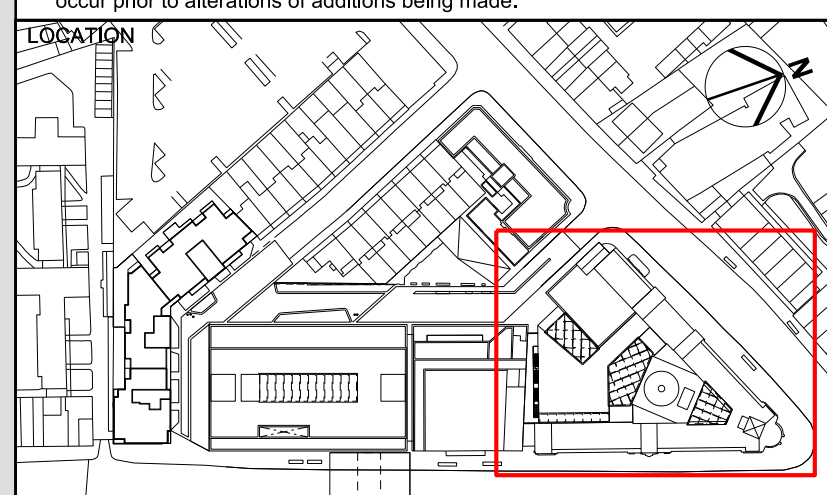
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[Light Blue Box]	ASSEMBLY ROOM
[Blue Box]	REGISTRY
[Light Green Box]	MEETING ROOM
[Yellow Box]	OFFICE
[Light Grey Box]	DELIVERY / SERVICE AREA
[Grey Box]	PLANT
[Orange Box]	CUSTOMER SERVICE / YOS
[Orange Box]	RETAIL
[Orange Box]	FOOD & BEVERAGE
[Light Blue Box]	RESIDENTIAL 1b
[Blue Box]	RESIDENTIAL 2b
[Dark Blue Box]	RESIDENTIAL 3b
[Red Dashed Line]	SITE BOUNDARY
[Red Triangle]	ENTRANCE
[Green Box]	BLACK BOX ACTIVITIES



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KEY

- ATRIA / WAITING AREA
- ASSEMBLY ROOM
- REGISTRY
- MEETING ROOM
- OFFICE
- DELIVERY / SERVICE AREA
- PLANT
- CUSTOMER SERVICE / YOS
- RETAIL
- FOOD & BEVERAGE
- RESIDENTIAL 1b
- RESIDENTIAL 2b
- RESIDENTIAL 3b
- SITE BOUNDARY
- ENTRANCE

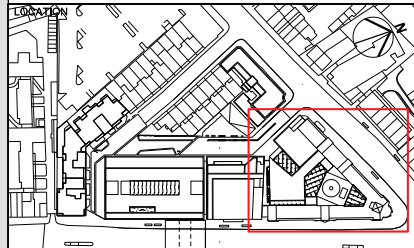


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TOWN HALL UPPER GROUND FLOOR PLAN AS PROPOSED

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KEY

- ATRIA / WAITING AREA
- ASSEMBLY ROOM
- REGISTRY
- MEETING ROOM
- OFFICE
- DELIVERY / SERVICE AREA
- PLANT
- CUSTOMER SERVICE / YOS
- RETAIL
- FOOD & BEVERAGE
- RESIDENTIAL 1b
- RESIDENTIAL 2b
- RESIDENTIAL 3b
- SITE BOUNDARY
- ENTRANCE

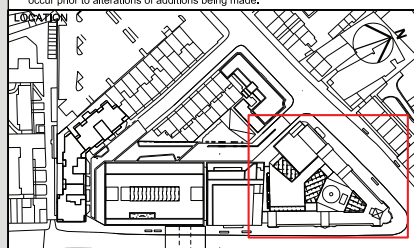


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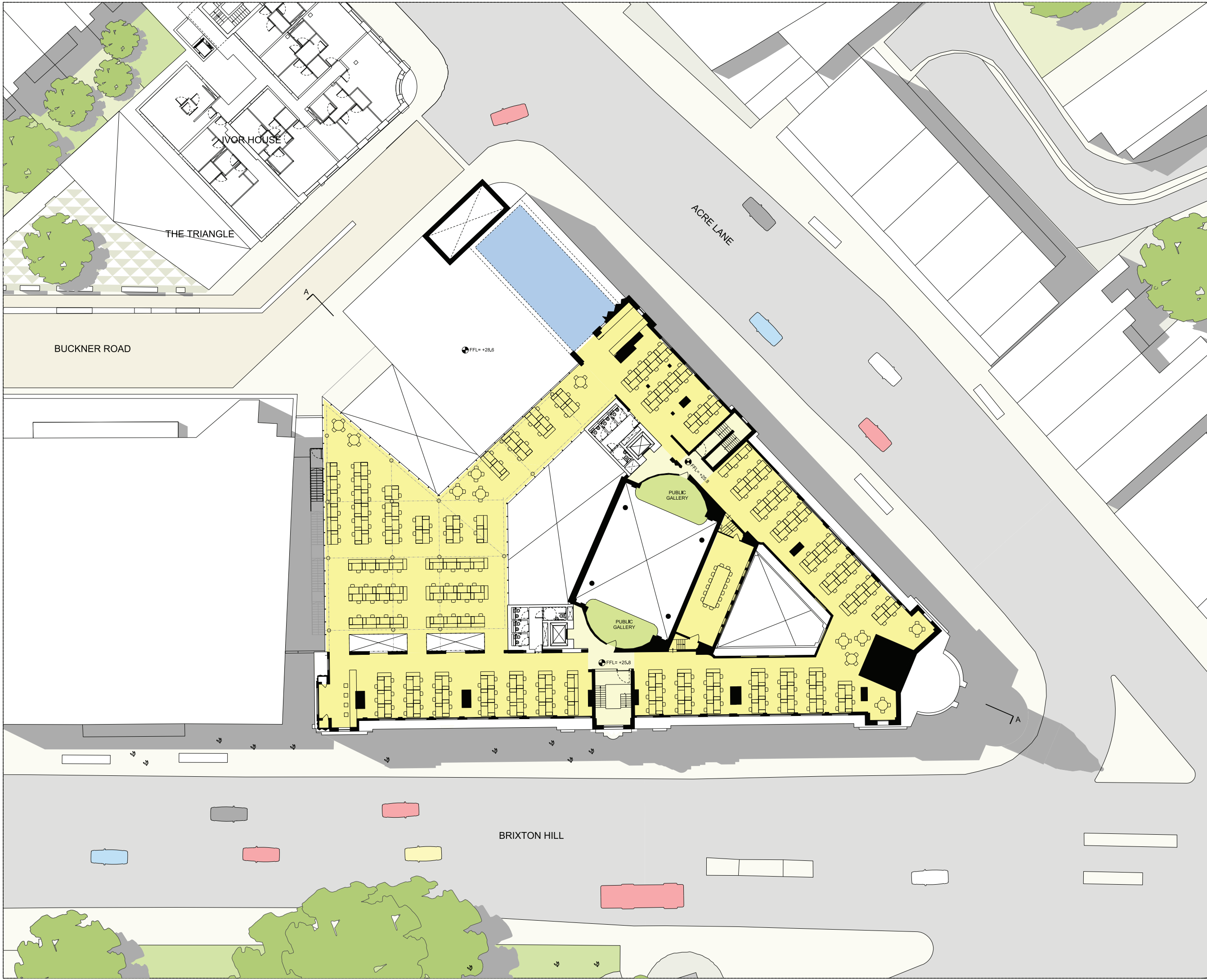
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[Light Blue]	ASSEMBLY ROOM
[Blue]	REGISTRY
[Light Green]	MEETING ROOM
[Yellow]	OFFICE
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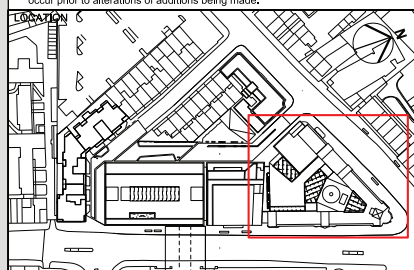


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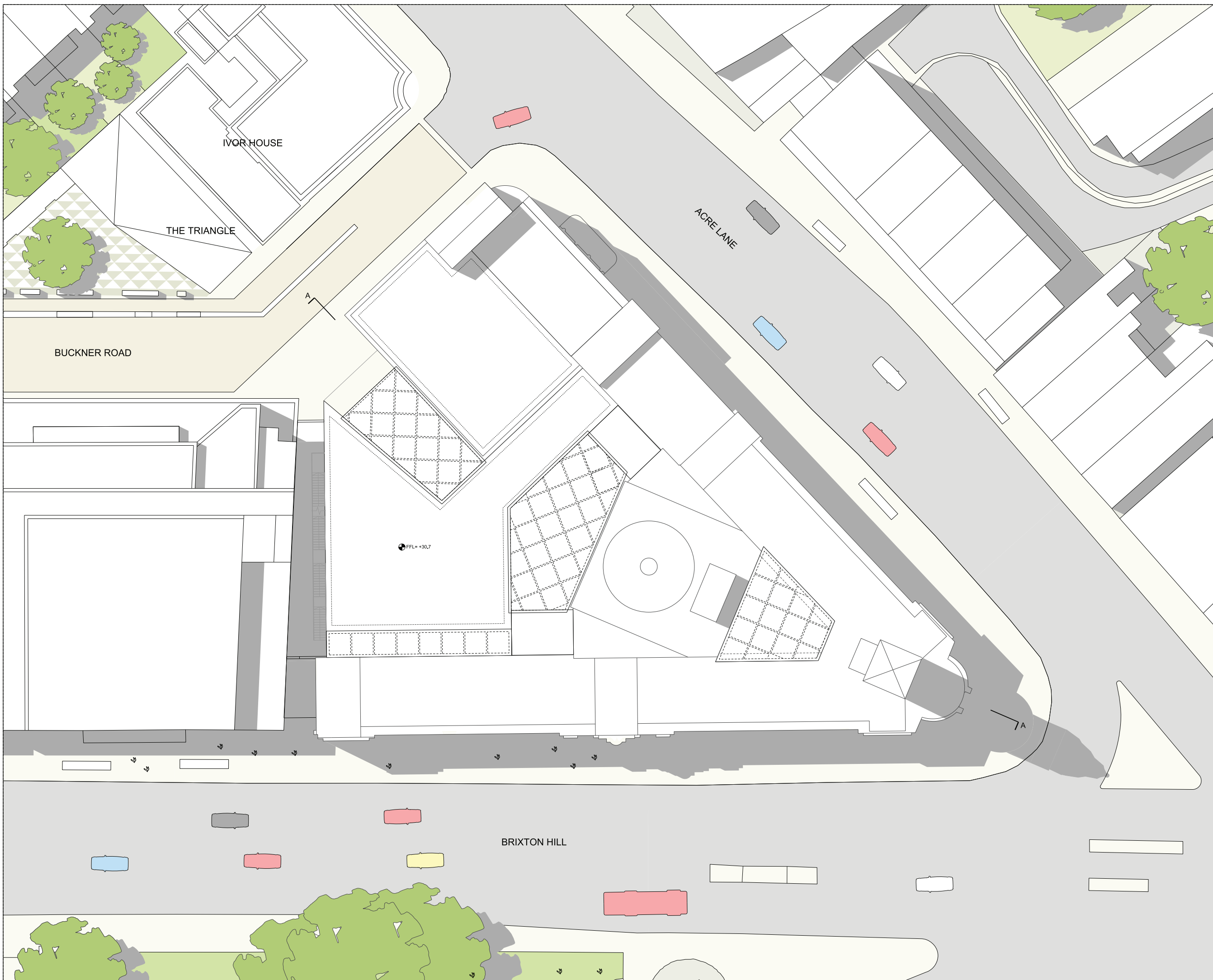


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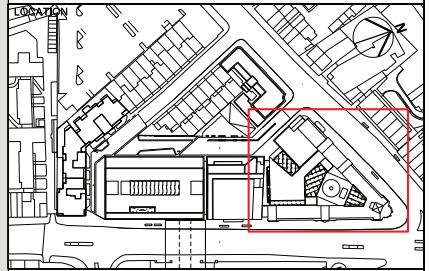


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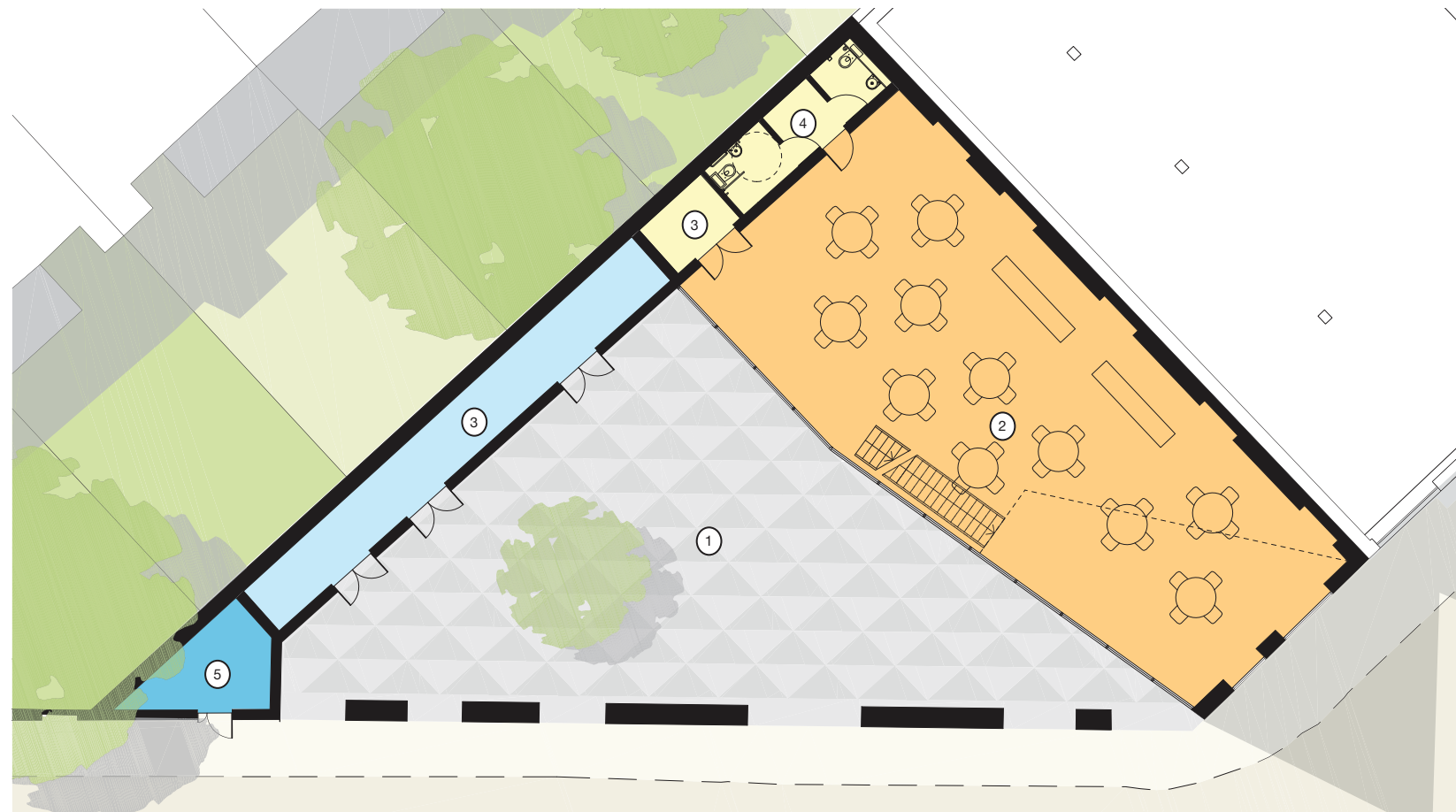
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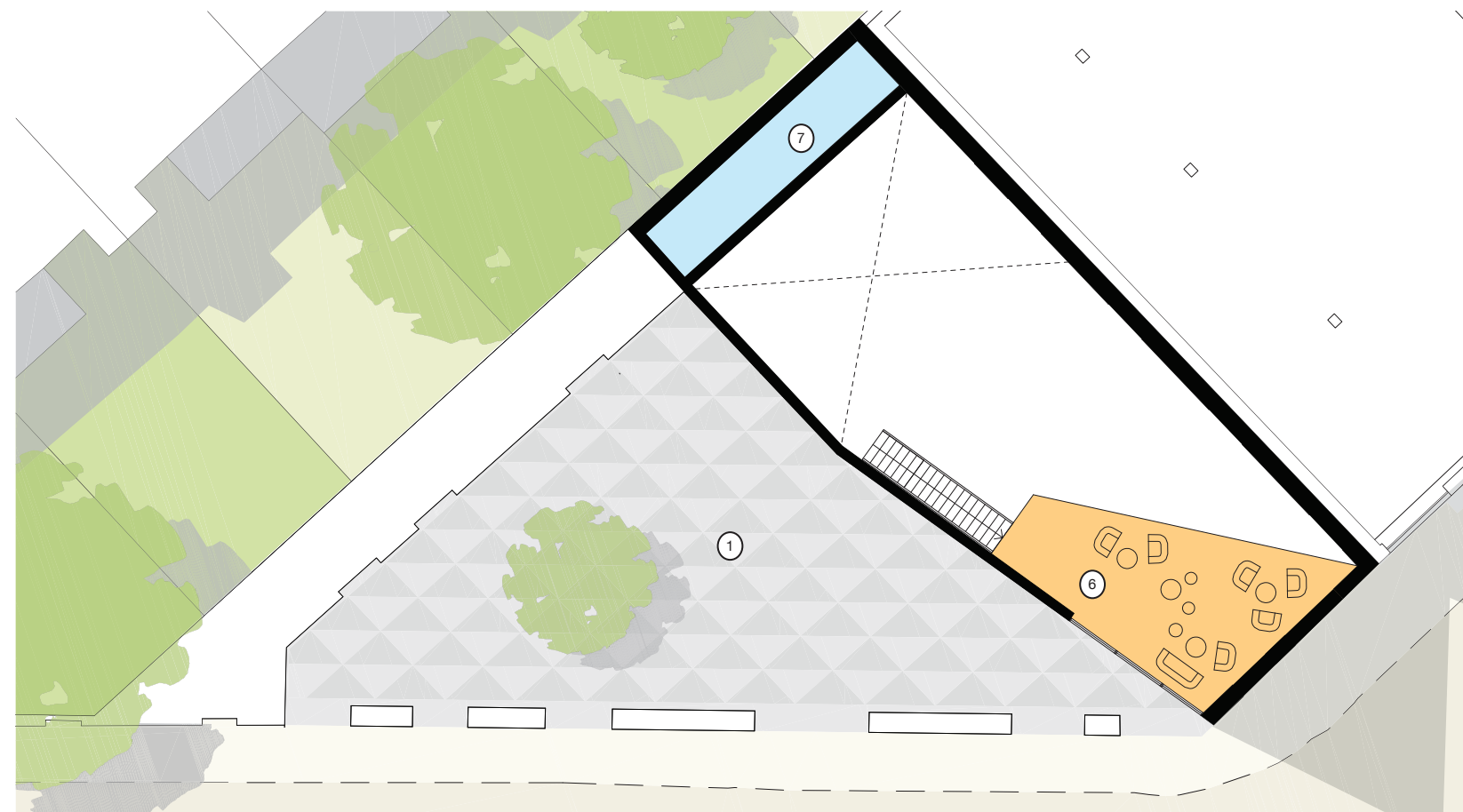
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**TOWN HALL ROOF PLAN
 AS PROPOSED**

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01 THE TRIANGLE - GROUND FLOOR PLAN



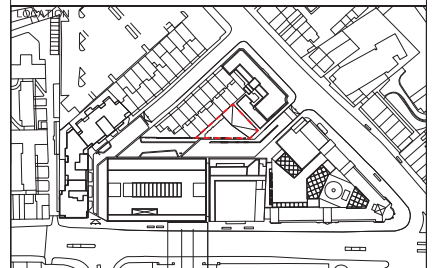
02 THE TRIANGLE - FIRST FLOOR PLAN

KEY

- ① The Triangle Square
- ② Multi functional space
- ③ Storage
- ④ WC
- ⑤ Substation
- ⑥ Mezzanine - Multi functional space
- ⑦ Services



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drawing title / location
THE TRIANGLE
GROUND & FIRST FLOOR PLAN

drawn by checked scale
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project zone type classification drawing no revision

12070

iv Employers Requirements

Lambeth Borough Council SW2 Enterprise Centre

Invitation to Continue in Competitive Dialogue

Stage 2 Detailed Solutions

Volume 2 Employer's Requirements

Version v3 19 December 2012, tracked to ISOS v2

EC HARRIS
BUILT ASSET
CONSULTANCY



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Reference Information Held in Data Room

- Drawings of each of the buildings
- Office Accommodation Strategy Informal Planning Guidance
- London Borough of Lambeth Policies
- Health and Safety
- Sustainability
- Co-operative Council
- Apprenticeships
- Community Benefits
- Bio-Regional One Planet Living Design Brief
- Condition Surveys
- Business Case assumptions massing study
- [Carbon Trust Technology Guide Heating Controls](#)
- [ICT Strategy 2012 – 2015: any device, anywhere, anytime](#)

1 Introduction

1.1 Background

The London Borough of Lambeth has a vision to be the first truly Co-operative Council in the UK and wishes to have a new interactive relationship with the local community, where future decision making is devolved when appropriate and shared in a collaborative co-operative model.

The creation of a consolidated and modern office facility on the triangular Town Hall site is the next phase of the Council's corporate vision to transform the organisation and the impact will be an office estate that is realigned to better reflect the changing shape and nature of the organisation with the aim to be more responsive to the local community.

In recent years, the Council has a track record of prudent strategic and asset management and is now moving to the next stage of its property evolution; by consolidating its office estate from 13 buildings into a new integrated development of the triangular site surrounding the existing retained Town Hall and incorporating the nearby office building known as Olive Morris House. This operational asset rationalisation will release valuable properties for disposal and redevelopment. It is continuing its drive to optimise efficiency by setting an achievable space utilisation standard with a density ratio of 10 people per 7 desks

Following the Government's challenging budget reductions, there is considerable fiscal pressure facing the Council and these property proposals will address the new co-operative organisation, to be more sustainable, efficient and effective going forward. The key objectives are:

- To support Lambeth's aims for a Co-operative Council.
- Provide a future office estate that is flexible and can support New Ways of Working initiatives.
- Deliver workspaces that are relevant in terms of cost per square metre to build and operate.
- Support Council's drive to make Capital and Revenue savings.
- Support the Council's One Planet Living (OPL) and environmental objectives.

The Council is looking to procure a development partner who can deliver innovation to revitalise the Town Hall site and provide a cost neutral office building with a capacity of tbc m² and the high quality refurbishment to the grade 2 listed Town building and the complete refurbished transformation of Olive Morris House.

1.2 The Project

This document sets out the London Borough of Lambeth's high level needs and requirements. Developers must comply with the requirements when preparing outline and detailed solutions and final tender submissions through the procurement process.

The aim of the Office Accommodation Strategy is to deliver savings, both immediately and on an ongoing basis. The project will need to provide fit-for-purpose office and community space.

The Council intend to operate from their buildings in a new way keeping the iconic Lambeth Town Hall in Brixton as a focus, encompassing cultural change in the workplace, utilising contemporary, flexible working office practices. This new way of working will require the provision of flexible office and support accommodation.

Key elements of the new working environment will include:

- Standard facilities: there will be a common standard of working environment across all areas of Accommodation.
- Flexible working: a flexible working environment and flexible work style will exist, supported by ICT systems that enable staff to work any workstation on the site, at home, or any other location that is appropriate.
- Open plan accommodation: open plan working will be the norm. Standard workstations will be provided and sufficient cellular space will be provided for private working and meetings. Furniture layouts will need to be flexible, to support changes in the make-up and disposition of teams being dealt with by personnel moves, not changes to buildings and layouts.
- Alternative workplace settings: alternative workplace settings will be provided in the form of meeting rooms, study areas, breakout areas and informal open plan meeting spaces.

- A cohesive working environment: the working environment will support team communities and collaborative working. It will encourage communication, innovation and interaction between staff across the Council.
- Health and safety: the working environment will be healthy and safe. The working environment, including all furniture and equipment, will comply with Health and Safety regulations.
- Sustainability: to encompass a sustainable working environment. Amounts of paper used will be reduced and any that is will be recycled, as will other material that is no longer needed. The infrastructure of the buildings will be as energy efficient as possible.
- Accessibility: all buildings will meet the requirements and best practice as set out in the Equality Act 2010, ensuring they are fully accessible to all staff and visitors.

1.3 Objectives

The project objectives are to reduce the Council's building stock, make better use of key buildings and enhance the local environment to achieve the following key objectives:

Corporate

- To support the transition to 'new ways of working'.
- To enhance the Council's image with its staff and the community.
- To support the aspirations of the Cooperative Council.

Financial

- To provide annual revenue savings on the Council's office running costs.
- To provide capital receipts from the disposal of freehold or leasehold assets.

Operational

- To improve efficient use of offices.
- To ensure office accommodation is 'fit for purpose'.
- To support the decision on the final core office buildings.

Environmental

- To maximise the sustainability agenda throughout the delivery of the project.

1.4 London Borough of Lambeth Polices

The relevant policies that support this project are available within the Data Room. The Council is seeking a Developer who will be able to add value and work in partnership with the Council to comply with the Policies listed below;

- Informal Planning Guidance
- H&S Policies
- Sustainability
- Apprenticeships
- Co-operative Council
- Community Benefit
- Local procurement,
- London living wage

2 London Borough of Lambeth Existing Estate

2.1 Current Property Portfolio

Property Within Developer's Scope	Net Inclusive Floor/site area	Number of Retained Desks
Town Hall		3,067 m²
Town Hall (incl Basement <u>and Assembly Rooms</u>)	2,4984,650 m ²	336
Assembly Rooms		-500 m²
Ivor House (including the area to the rear known as the Press)	2,136 m ²	206
Town Hall Parade, Brixton Hill	1,870 m ²	156
17 Town Hall Parade Car Park (the temporary car park to the rear of Town Hall Parade)	1500 m ² <u>(site area)</u>	N/A
24 Porden Road (the former office building on the west side of Porden Road.	980 m ² (site area)	N/A
International House	5,284 m ²	560
Phoenix House	5,000549 m ²	560
Hambrook House	2,313 m ²	282
Olive Morris House	4,927 m ²	571
Wanless Road (plus grounds)	269 m ²	36

Further information on the leases and drawings is available in the data room.

3 The Development Site

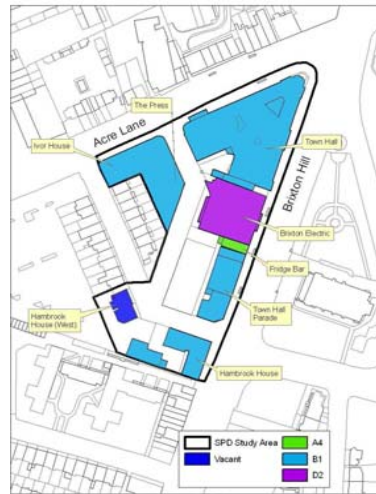
The development site is formed around the iconic Lambeth Town Hall where the Council largely owns the potential assets.

The Town Hall site lies at the southern end of Brixton's main shopping area with the Town Hall being a key landmark. The site is bounded by Acre Lane to the north, Brixton Hill to the east, residential apartment buildings to the south and residential terraced properties on Porden Road to the west.

The Town Hall and a number of Council offices occupy the majority of the site together with a bar and nightclub (Brixton Electric) on Brixton Hill. Buckner Road provides servicing access to premises fronting Brixton Hill.

There is opportunity to maximise development potential reinforcing the regeneration started around Windrush Square.

A configuration of separate but linked buildings should provide future flexibility as well as reduced staff travel time between buildings.



Please note that the vacant building denoted as 'Hambrook House (West)' on the above map has been demolished.

4 Planning

4.1 Introduction

Brixton is unique. It is a major and distinctive town centre in the heart of Lambeth. Its many strengths include its vibrancy, creativity, culture, diversity and heritage. Brixton's unique character will be the foundation for new development which should strengthen existing neighbourhoods and support diversity. Draft Planning Principles have been prepared for further consultation and co-development with key stakeholders including residents, business, community groups, and public and private sector organisations. The principles are outlined below.

Opportunities for investment, including housing, employment, retail, social, leisure and community uses, will enhance the vitality and long-term viability of Brixton, strengthening neighbourhoods and supporting diversity. [Builds on Policy PN3]

Creating balanced and sustainable communities. Much of Brixton's residential areas are characterised by high levels of socially rented accommodation. Improvements in living conditions, quality of life and environmental quality will be delivered through rebalancing the range and mix of housing types and tenures. [Builds on Policy S2 Housing]

Reflecting Brixton's heritage through quality buildings and open spaces. Brixton's heritage is clear from its landmark buildings and much of the town centre is in a conservation area. High quality, durable and well-designed new buildings, which complement the existing landscape, will be critical to Brixton's ongoing success. The Brixton Supplementary Planning Document (SPD) will identify opportunities for improving the environment and designing better, more accessible open spaces in the town centre and the neighbouring housing areas. [Builds on Policy S9 Quality of the Built Environment]

Making Brixton more accessible, easier and safer to get around. Brixton's roads and pavements are often congested. It is sometimes hard to find your way around, especially for newcomers and visitors. Visual and physical barriers create a lack of permeability. Joining up modes of public transport, e.g. between the overground and the underground, encouraging walking and cycling, improving and opening up new routes, new signage and improving public realm, will make the area better connected and more permeable, making it easier, safer and healthier to get around. [Builds on Policy S9]

Delivering improved community and leisure facilities. The SPD will explore opportunities to improve the range and quality of community and leisure facilities.

Making the most of cultural attractions and creative energy. Brixton is one of London's key cultural destinations with a range of high profile venues and cultural attractions, including the markets. This environment encourages and supports a range of cultural and creative industries. These need ongoing investment to protect and improve Brixton's unique and world famous profile [builds on Policy S3 Economic Development].

Providing a wider variety of shops and stalls. Brixton is well known for its rich, diverse and niche retail offer. The street and covered markets are a major attraction and key asset to the town centre. The SPD will protect these assets and, by identifying key development sites, will improve the quality and quantity of complementary high street retail. [Builds on Policy S3]

Promoting employment and business opportunities. Opportunities to increase the range and quality of employment in the town centre will be encouraged to support the creation of balanced and sustainable communities. This principle links to enhancing the wider complementary retail offer, protecting and enhancing the markets and promoting and delivering improved cultural services and attractions.

Supporting and promoting One Planet Living (OPL) principles. The Brixton Masterplan uses Bio-Regional's OPL Principles as a framework for sustainability. These principles, including energy efficiency, waste minimization and reducing the need to travel, will be promoted in the SPD. [Builds on Policy S7, sustainable design and construction]

Supporting a cooperative Brixton. A huge amount of consultation and engagement was undertaken during the preparation of the Future Brixton Masterplan to put local communities, residents, businesses, landowners

and other stakeholders at the heart of the process. The process of preparing the SPD will continue this dialogue, which will play a critical role in informing the resulting proposals and actions. The process will include cooperative models of co-design and community based commissioning and delivery. The Future Brixton SPD will be prepared in the spirit of Lambeth's ambitions to be an exemplar co-operative Council.

Providing a flexible framework with a focus on delivery. The SPD will explore a range of delivery options. It will provide greater certainty and encourage investment in a number of key development opportunity areas. Working in partnership with key stakeholders, the SPD will result in a delivery focussed phased framework of investment and improvement for the town centre. Key sites will be identified and planning, design and development guidance provided for each.

4.2 Existing Planning Advice

Development proposals for the Town Hall site should be considered against the relevant parts of:

- The London Plan (2011)
- The Lambeth Core Strategy (January 2011).
- Lambeth Unitary Development Plan – policies saved beyond 5 August 2010 and not superseded by the Local Development Framework Core Strategy (January 2011)
- Lambeth S106 Planning Obligations Supplementary Planning Document (July 2008)
- Conservation Area Statements (see Chapter 4).

It should be noted that consultation on The Future Brixton Programme was concluded in July 2012 on the Brixton Supplementary Planning Document (SPD). The outcome of this consultation and the progress of the Supplementary Planning Document are available on the London Borough of Lambeth website.¹

4.3 Planning Performance Agreement

The Council as Local Planning Authority would look to enter into a Planning Performance Agreement (PPA) to project manage the planning process.

It is vital that no matter how the development across the site is phased, that the public realm and energy elements are implemented and delivered as part of the overall strategy to redevelop the site. This may occur by either forming part of an overall application to redevelop the Area or via the pooling of s106 contributions for each site as it is developed.

4.4 Planning Application Requirements

Planning applications should be accompanied by the following:

- A Design and Access Statement
- Affordable Housing Statement
- An Energy and Sustainability Statement
- A Sustainability Action Plan
- An Environmental Impact Assessment (where required)
- Daylight/Sunlight/Shadow Assessment
- Transport Assessment
- Travel Plan
- Archaeology Assessment
- Landscape Strategy
- Statement of Community Involvement

¹<http://www.lambeth.gov.uk/Services/Environment/Regeneration/FutureLambeth/FutureBrixton.htm>

This list is not exhaustive and may be subject to change. It is advisable to discuss the requirements for a specific planning application with Lambeth Planning prior to submission. Proposals to alter or extend a listed building will require Listed Building Consent. Proposals to demolish building with a Conservation Area may require Conservation Area Consent.

4.5 Planning status of Existing Buildings

A detailed Townscape and Building Analysis has been carried out by the Council's Conservation and Design team. Further details are provided with the Data Room.

The table below provides a summary of the building analysis;

Plot Details	Analysis
Town Hall	<ul style="list-style-type: none"> ▪ Grade II listed building considered to make a positive contribution to the Conservation Area. ▪ It is essential that the rear of the building is carefully considered and fully integrated into any proposal.
2-6 Town Hall Parade	<ul style="list-style-type: none"> ▪ Facades are considered to make a positive contribution to the Conservation Area and this block should be treated as a heritage asset. ▪ Development proposals seeking substantial or complete demolition of these buildings would require Conservation Area Consent. Supporting information would be required to provide a robust justification for demolition works in the context of the relevant statutory tests and guidance.
7 Town Hall Parade	<ul style="list-style-type: none"> ▪ The external envelope of the building is considered to make a positive contribution to the Conservation Area and should be treated as a heritage asset. ▪ The Town Hall Parade has the potential to provide the largest new build element within the site. Vacant land at the rear of this block affords a substantial opportunity to extend and redevelop this site. ▪ Substantial increases in height are unlikely to be acceptable given the existing townscape and nearby heritage assets. However, an additional one or two storeys may be possible if handled sensitively to ensure the gradual stepping up of building heights is maintained. The status and setting of the historic buildings and spaces should not be challenged by new development.
Hambrook House	<ul style="list-style-type: none"> ▪ Substantial six storey structure that does not make a positive contribution to the Conservation Area. ▪ Redevelopment or remodelling of this prominent building is encouraged. A building of similar height and an extension to the rear would be appropriate to ensure consistency across the townscape of the southern end of the town centre. Redevelopment should respect the amenity of adjoining residential occupants and the setting of St Matthew's Church, as well as the impact on the townscape, street scene and conservation area. Any increase in building height would require careful consideration against these planning considerations. ▪ Any alterations and remodelling to Hambrook House should not make the building more dominant than it is already.

Plot Details	Analysis
Ivor House	<ul style="list-style-type: none"> ▪ Locally listed building considered to make a positive contribution to the Conservation Area. It therefore should be treated as a heritage asset. ▪ While refurbishment of Ivor House is appropriate, external alterations should be kept to a minimum and the façade should be retained as part of any development proposal. Additional storeys are not considered appropriate and would appear overly dominant in relation to the Town Hall and the established character of this sensitive conservation area locality. ▪ Any proposals would need to respect the setting of the Town Hall and immediate built context of Acre Lane and Porden Road.
The Press, Buckner Road	<ul style="list-style-type: none"> ▪ The single storey Press site could be substantially redeveloped, possibly retaining the arched entrance in any replacement building. The massing of any new building must respect the amenity of adjoining properties.
Vacant site, previously Hambrook House West	<ul style="list-style-type: none"> ▪ Redevelopment of this vacant site is welcomed. Any new building work should respect the amenity of adjoining residential occupants and the setting of adjoining heritage assets.

4.6 Planning Obligations

The Council will seek to secure appropriate planning contributions/obligations through Section 106 Agreements, in accordance with Policy S10 of the Core Strategy and the Council's SPG on S106 Planning Obligations (July 2008). Planning obligations which may be relevant to development of this site include:

- To secure highway improvements including traffic calming and traffic reduction measures;
- To control the provision and subsequent management of car parking;
- To secure transport infrastructure including public transport, traffic and highway works, parking restrictions, car club, travel plans and cycling and pedestrian links;
- Securing sustainable development in terms of both renewable energy, and sustainable design and construction;
- The provision of employment and training measures including promoting access for local people;
- The provision of public art;
- To secure the provision and subsequent management of public spaces;
- To secure provision and/or improvement of social and other community facilities; and
- To secure the provision of affordable housing and to control its subsequent occupation; and
- To secure town centre enhancements.

The Mayor's Community Infrastructure Levy (CIL) Regulations (2010) will apply to development on this site; to help pay for the proposed Crossrail project. The CIL contributions accruing to redevelopment of this site will be secured and monitored by the Council on behalf of the Mayor. Lambeth Planning is currently preparing its Community Infrastructure Levy charging schedule with formal adoption scheduled in 2013.

5 Scope of Design Development Required of the Developer

5.1 Contract Development of Proposals

Prior to execution of the Contract Documents, the Developer will be required to provide a full specification of all elements and services within the building, identifying the construction and testing standards proposed to satisfy the requirements of this and other tender documents.

The inclusion of the Developer's Proposals as a contract document will not relieve the Developer of its obligation to provide a building fit for the intended purpose as described.

5.2 Existing Buildings

Existing Core Buildings will require full refurbishment to ensure that they are fit for purpose and meet the appropriate standards of accommodation.

Town Hall

Lambeth Town Hall is located on a triangular site at the junction of Brixton Hill and Acre Lane. Constructed in the Edwardian Baroque style and comprising basement, ground and first floors the building was opened in 1908. Later additions in the 1930's extended the building southwards providing an assembly hall and meeting room entered off Acre Lane. A further storey was added to provide a second floor level to both the Brixton Hill and Acre Lane wings and the internal space between the wings was partially infilled with more accommodation. More recent alterations have been undertaken to incorporate Brixton Register Office into the southern end of the Brixton Hill wing and to provide a reception area at ground level facing the principal entrance. The building is grade II listed.

The property has a 'V' shaped plan abutting the angle with Brixton Hill and Acre Lane, with a rounded corner over which rises a tall square clock tower constructed in red brick with Portland stone features and capping with sculpted figures at angles to each corner representing Justice, Science Art and Literature.

Elevations are constructed in narrow red brick with Portland stone dressings and features. Windows generally comprise single glazed metal casements with secondary metal casements behind plus some timber windows to some of the internal elevations. Doors are stained oak and painted softwood. Roofs are generally flat with a high performance felt finish. A section of the Brixton Hill wing is in pitched slate with Buttermere slate to the front slope and Welsh slate to the rear. The roof to the red brick pedimented water tower at the west end of the Acre Lane elevation is in pitched leadwork.

Internally the building is rich in features to the principal stair and circle landing, council chamber and principal corridors and rooms that are located in the 1908 sections of the ground and first floors.

Lambeth Town Hall is approximately 100 years old and has gone through many refurbishments and extension since it was first opened. Essentially the majority of the building is naturally ventilated through the use of openable windows and doors. A number of ventilation systems have been installed in the past serving the main Chamber and the Theatre Hall.

The building is open 24/7 and the Reception, Council Chamber, councillors facilities and Assembly Hall are often used out-of-hours. The Register Office is also open on Saturdays.

There is a small triangular external courtyard at the rear of the building. The courtyard has a concrete surface and is used as a loading area and accessible access to the building. A concrete ramp separated from the yard by a metal balustrade gives access to the underground car park via a motorised roller shutter. Boundaries comprise a metal double leaf gate at the front of the yard and brick walls elsewhere to the adjoining property to the East and assembly hall to the West. The yard is partially infilled with a single brick built flat roofed garage for the Mayor's car. A lightwell with metal guarding gives some light to basement rooms on the southern elevation. A metal and Perspex bicycle shelter is positioned in this elevation adjacent to the accessible entrance with a PAC door control and ramp.

The Town Hall sits at the centre of the site and is the key retained building and is identified as the hub of local democracy and the main area for the Council to engage with the community as part of the open council policy initiative. This will require the successful developer to not only fully understand the existing building but also be mindful of its listed status.

The physical constraints of the building make it inefficient for generic office space however it could be well suited for supporting the Council's mutual agenda providing discrete space for a multitude of small organisations as well as providing meeting rooms, conference and training facilities for both Council and Community/public use.

The basement is currently not developed but is available to the Developer to be re-furnished to facilitate community opportunities.

Assembly rooms

Lambeth Town Hall was extended during 1935-38 with one element being the Assembly Rooms to the west of the main building. This has five bays, a ground floor of Portland Stone, double height metal casements and a projecting metal canopy over double doors leading to The Assembly Rooms and culminates in a corner tower with aedicule openings, pediment and chimney. The blind rear elevation, facing onto Buckner Road, is particularly handsome, relieved by a single figure of 'youth' by the artist Denis Dunlop.

The Assembly Rooms are accessed via a separate entrance which has a marble-lined vestibule, trabeated ceiling, pay box and original glass light fittings. The hall itself has original part height raised panelling, a stage with proscenium arch, an oak floor, plaster ceiling with moulded features and five casements windows above the panelling.

The Assembly Rooms are linked to the rest of the Town Hall via a series of internal corridors which also give access to associated toilet, kitchen and ancillary spaces. In addition there are basement rooms below the hall.

The building is open 24/7 and often used out-of-hours.

As with the rest of the Town Hall the building is grade II listed.

Town Hall Parade

Town Hall Parade is formed by a group of 3 buildings comprising basement, ground and three upper floors. The buildings include a circa 1930's terraced office block with a later circa 1960's end-terrace extension, formed of load-bearing masonry walls and either timber or concrete floors. The roofs comprise a slated pitched roof to No.7 with a combination of mansard and flat roofs with bitumen or mineral felt coverings. The external elevations have been formed in fair faced brick, with stucco render and stonework embellishments to Nos 2-6.

Windows are a combination of single glazed steel framed horizontal casements and single glazed top hung sliding sash casements to the front and rear of Nos 2-6 plus a double glazed aluminium framed shop front windows are provided at ground level. External doors are either aluminium or timber.

There is a service yard to the rear with a concrete surface accessed via metal gates from Porden Street. There is a concrete ramp and steps with metal handrail to the main entrance. Boundaries to the rear are a concrete retaining wall and galvanised security fence.

Town Hall Parade is proposed as the key site for the new build element within the OAS strategy. However, parts of the Brixton Hill elevation are viewed as being a potential heritage asset.

Hambrook House

Hambrook House is a circa 1960's office block comprising basement, ground and five upper floors. The building has a concrete frame and concrete floors. External elevations are brick and concrete with concrete window surrounds. Windows are single glazed painted galvanised steel side hung casements. Doors are steel or timber. The main entrance door is aluminium. The roof has felt, asphalt and polyurethane coverings. Rainwater goods are cast iron.

The building is currently leased by and used by the Council, plus Lambeth Living, an ALMO which is responsible for overseeing the provision and maintenance of residential accommodation.

The Report summarises the major cost items required within the 5 year maintenance period considered. For the purposes of this review TTSP have assumed that LBL will have carried out maintenance for years 1 and

2 therefore the only 'outstanding' works should be the internal maintenance and redecoration and other works identified for years 3 to 5.

The Hambrook House building has been identified as potential site/developer gain.

Ivor House

Ivor House is on an island site between Buckner Road and Porden Road facing onto Acre Lane. The building is arranged over basement level, ground floor and three upper floors. There is a single storey rear addition. The property currently provides public service accommodation and offices on the ground floor and offices on the upper floor. Our understanding is that the building was originally constructed circa 1910 as a Co Op department store and is a locally listed building. The façade is viewed as a potential heritage asset.

Ivor House had been designated as potential site/developer gain.

Olive Morris House

Olive Morris House was built in 1978 it is a four storey building with an additional basement and is named in honour of a woman who made a huge contribution to her local community. The building is on an island site facing onto Brixton Hill.

The building is home to the council's Finance and Resources department and in 2007 the ground floor was completely remodelled to improve its customer service functions whilst upper levels were retained as office space. One of the main objectives was to make the public space more welcoming and Olive Morris House has become a state-of-the-art customer centre of 1200m² serving 10,000 residents on an average weekly basis dealing with enquires about benefits, council tax, housing and parking. In addition customers can also use the self-service terminals to access general service information, pay bills and report faults. Waiting times have been reduced and customer satisfaction is reported to be at its highest since the centre first opened.

The Customer Service Centre has been used as a template for other Lambeth facilities.

Olive Morris House had been designated to be retained and refurbished as part of the accommodation strategy. However, the long term aspiration to no longer require this building.

International House

International House is located within Brixton on the junction of Canterbury Crescent and Popes Road.

International House is a purpose built detached twelve storey building of traditional brick construction built c.1960 comprising office accommodation. The accommodation comprises approximately 5,148 sq m (55,416 sq ft).

When the new and refurbished accommodation is available the freehold interest with vacant possession in International House will be available to the Developer for use/change of use or development.

5.3 Existing Area Schedule

The Council's existing premises within the development site provide the following accommodation (NIA):

Premises	Approximate Area (m ²)
Town Hall	7,417
Town Hall Parade	1,935
Hambrook House	2,274
Ivor House	2,140
Total	13,776

In addition there is Olive Morris House which has an approximate internal area of 4,795 m². Therefore the total approximate area of the buildings under consideration is 18,561 m².

The area required to meet the Council's overall office accommodation is approximately 16,500 m² plus the Town Hall (7,417 m²). Therefore the developer should provide, as part of their submission, proposals for accommodating the shortfall.

5.4 Spatial Requirements

The elements of the new building requirement will fall into the following categories. NB: all areas quoted are net usable area (NUA) which includes workstation and ancillary footprints to which a circulation and fit factor has been added.

Council and Public Facilities

It is intended that the new building will provide the customer contact/service facilities currently provided within Town Hall Parade, Hambrook House, Ivor House and Olive Morris House. The Developer will be required to relocate these services within the newly developed SW2 Enterprise site with the aim of improving and consolidating the customer and visitor centres. The Council desires to see the majority of its service delivery functions to be provided from the one site.

There is currently no intention to relocate civic/democratic facilities currently provided within the Town Hall.

The opening times for the customer services and office visitors are currently Monday to Friday 9 am to 5pm.

The current estimate of visitors is as follows;

- 100 visitors into the buildings per day
- 100 staff (without passes and need to sign in)
- 10 maintenance contractors
- 50 visitors for meetings in reception

The new space must provide an open-plan flexible space organised in accordance with the Council's specific customer centre model allowing, where practicable, face-to-face contact between customers and staff. However, it is appreciated that the customers currently using Ivor House require more secure environments and the developer team should allow time for agreeing with the Council their specific departmental requirements.

If appropriate bespoke furniture systems can be proposed for the varied service desks including meet and greet, consultation and self-service options.

The proposed public facilities should provide robust and contemporary designs that will provide an environment to change public perception and attitude towards Council Services.

Further information will be provided to bidders as the stage 2 dialogue process continues.

The following diagram demonstrates the service model that will need to be accommodated in the Customer Centre;



The centre will need to accommodate the following requirements;

- Reception for general business access
- Front line desks to support the customer service centre
- Circa four small four person meeting rooms plus a large ten person meeting with room for pushchairs
- Child play
- Secure storage for pushchairs

The reception area should have enhanced (e.g.. double storey height) floor to ceiling dimensions.

Immediate access to a set of male and female toilets plus a DDA compliant facility from the public area will be required within the commercial elements of the scheme.

The centre will need to provide a secure/safe zones. The access needs to be controlled by the use of temporary day passes for clients and visitors coming to meetings, which restricts access, including lifts and internal zoning on floors to contain visitors to within a meeting area and support facilities (e.g. toilets).

The new Council accommodation receptions(s) will need to cater for 3 profile groups – customers, staff and visitors.

Youth Offenders Service (YOS)

YOS requires a discrete reception facility, although consideration should be paid to how client's family and friends can easily access main Council customer facilities for periods of waiting.

Receptionist position to allow full visibility of visitors, with no potential of visitors blocking views or other visitors whilst signing-in.

Reception area

- Small, secure entrance lobby with (10no?) client lockers for bags, etc
- Position for existing 'knife arch'
- Item pass-through in surround/partition
- Security guard position

Waiting area

- 8no non-linear armchair positions
- Wall/ceiling mounted TV screen (aerial feed)
- Wall/ceiling mounted TV screen (Council info feed)
- 'Activity area' (PACman table?)
- Water fountain position
- Vending machine position

Receptionist

- Glazed protective screen with speak hole & item (signing-in book) pass-through
- Desk position to allow for:
 - PC
 - Phone
 - CCTV monitor
 - Intercomm (link to main office)
 - Panic button (link to main office)
 - Wall-mounted duty board
 - Storage (including post)

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- Secure door through to:
 - Duty Rooms (5no)
 - 13.5sqm

Desk position to allow for:

- PC
- Phone
- 2 armchair style visitor positions
- Panic strip
- Soundproof

Video Conference Rm

- Built-in secure housing for V/C (YOJ link) unit
- 4no ISDN feeds to V/C unit
- 8no attendee conference set up
- Panic strip
- Soundproof

Group Rm

- 15no attendees seminar set up
- Services for projector & screen
- Panic strip
- Soundproof

In Addition

- Dedicated male/female/disabled/baby change facilities
- Secure access to discrete secondary exit (for clients)
- Secure access to kitchen (for client training)

Registration Suite

Further details will be provided during the dialogue stage.

Function Space

The Assembly rooms currently provide poor quality function space. The aspiration is that these facilities could be upgraded to provide an improved;

- reception area,
- externals,
- toilets,
- catering,
- cloak storage,
- audio visual,
- lighting,
- stage,
- dressing rooms,
- acoustics.

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The intention would then be to maximise commercial opportunities for renting out the facility for additional income. There is an opportunity to engage with community theatre groups to ensure the development is able to meet the likely needs of the community.

Developing an open spaces or a Plaza would provide opportunities for photos and a link between the Registration Suite and Function spaces for marriages and improve access to Registration suite.

Office Accommodation

The project team supported by Human Resources (HR) has established the number of staff currently working for the Council. The current headcount is 3,670 (including Lambeth Living HQ staff) however, this continues to be under revision. Not all staff working for the Council work from a core office building and it is estimated that the total staff accommodated within core buildings totals 2,910. As part of the accommodation planning the project team has obtained target percentage staff reductions from the Senior Leadership Team. The target further percentage reduction in staff headcount is 33% (by May 2013), which provides a total future demand for core office buildings of approximately 2,000 staff.

The implementation of a 10 staff for 7 average desk ratio across all core building further reduces the future demand for office space. Officers have reviewed the range of desk numbers required for the Council going forward and the most confident estimate for the number of desks is 1,650 ± 150 across core office buildings.

The precise numbers of staff, desk capacity and zoning of desks will be determined during the next stage to ensure it most closely meets our needs given the changes that the Council is currently going through.

Secure staff areas will be required for a number of authorised staff only such as; IT, Finance, Legal, Audit, Human Resources and the safeguarding team.

Staff will need secured access at all times of day and night and 365 days a year. The secure access must ensure that tailgating is not possible.

The intention is that the Town Hall offices are to be retained for community, council democracy rooms, and corporate meeting rooms.

An area in the region of 16,500 Sq. Metres (based on a planning assumption of 10m2 per desk) is required to accommodate approximately 1,650 workstations. These workstations will be utilised in a flexible way, and the office areas will contain functions to support flexible working including formal and informal meeting areas, breakout space, touchdown areas, centralised printing and copying stations, vending and storage.

The accommodation will need to meet the requirements of Workplace (Health, Safety and Welfare) Regulations

The Council is seeking open plan hot desk administration areas with a variety of desk sizes and types with minimal allocated single offices and minimal delineation between departments (e.g. only for secure authorised staff areas) in order to improve flexibility, team working and utilisation of space.

A mix of Citrix/thin client (70%) and laptops (30%) is proposed so as to enable smaller working spaces to be used.

A number of pods/small meeting rooms are required to allow staff to use them for telephone calls and private conversations.

The anticipated split between full desks and the smaller touch down spaces is 70% full desk and 30% touch down space.

Personal storage will be via lockers provided at a height to support good manual handling, i.e. not too low or high to aggravate back problems due to poor lifting posture. The planning assumption should be based on 0.5 linear metres per staff member.

The planning assumption for administration file storage should be based on 2.5 linear metres per desk space.

Meeting Rooms

The space allocation for meeting rooms is 25% of the overall space requirement of this

- 1:1 meeting rooms – 33%

- Team/conference meeting rooms – 33%
- Small meeting rooms – 16.5%
- Training rooms – 16.5%

The following tables set out the requirements for the different types of meeting rooms;

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Meeting Room Data Sheet																													
Dept:		CYPS																											
Division:																													
Team:																													
Type:		Meeting Room																											
Sub-type:		1:1																											
Usage:		1:1, Supervision, Confidential Working																											
Size	Location	No	Furniture			IT/Telephony	Power	Acoustics			Security																		
			Table	Chairs	Other			none	standard	enhanced	Clear	Glazing	Doors	Alarm	Booking														
1800x1800	Building Floor Team Reception	1	900d Meeting	2	0	Y	WIFI	Data 2	Telephony 1	Other (TV, etc)	4	none	Y	standard	enhanced	Clear	Obscure % 30%	Blinds	Open	Lock	Swipe	Double	Handheld	Button	Strip	Dedicated	None	Local	System

Meeting Room Data Sheet																													
Dept:		CYPS																											
Division:																													
Team:																													
Type:		Meeting Room																											
Sub-type:		Team Meeting Room/Conference																											
Usage:		Larger meeting Room - External parties attending.																											
Size	Location	No	Furniture			IT/Telephony	Power	Acoustics			Security																		
			Table	Chairs	Other			none	standard	enhanced	Clear	Glazing	Doors	Alarm	Booking														
	Building Floor Team Reception	1	15	0	0	Y	WIFI	Data 2	Telephony 4	Other (TV, etc)	4	none	Y	standard	enhanced	Clear	Obscure % 30%	Blinds	Open	Lock	Swipe	Double	Handheld	Button	Strip	Dedicated	None	Local	System

- Some of the need identified for 1-bedroom properties will be met through the private rented sector (with housing benefit support), and for many single people house-shares will provide an adequate alternative to 1-bed accommodation.
- Analysis indicates that the introduction of a benefit cap from April 2013 as part of the government's wider welfare reform measures will further impact on the affordability of accommodation in the private rented sector, with larger households (mainly families with children) predicted to face the most serious difficulties in paying their rent. Initial modelling indicates that 3-bed plus private rented sector housing in Lambeth will be unaffordable for people on benefits.
- The model works on the presumption that all of the new housing required will be built, however in reality it is unlikely that the level of affordable completions could be raised sufficiently to meet all identified need over the period of Lambeth's housing strategy or its local development plan. Furthermore, the figures derived through the assessment relate to a twenty year period. A significant requirement for smaller units has been identified, largely attributed to the projected growth in smaller households over the longer term.

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Any development will need to obtain planning and comply with any relevant building regulations and guidance.

A variant opportunity for the developer is for the Developer to acquire Phoenix House from the Council as long as best value for money can be demonstrated within the Developer's model.

5.6 Decant Plan for Existing Buildings

The following series of moves indicate how London Borough of Lambeth intend to be able to release buildings and space in order to accommodate the development across its existing occupation. These moves are notional and are subject to discussion and negotiation.

Building	Decant Commences	Decant Complete
Hambrook House	06/06/2014	30/06/2014
Town Hall Parade	06/06/2014	30/06/2014
Ivor House	28/08/2015	28/09/2015
Phoenix House	28/08/2015	28/09/2015

The Council's decant plan is flexible and will be driven by the bidders programmes and scheme. Bidders should note that the Council does not have access to decant space outside of the buildings indicated.

5.7 Developer Responsibilities

Party Wall etc. Act

The Developer must comply with all aspects for the Party Wall etc. Act 1916 with respect to all works affecting adjacent properties and relevant party boundaries. The developer must inform the Council in accordance with the procedures set out in the Act of all notification and responsibilities required of the Council and Landlord. The Developer is to liaise with the Council and Landlord to agree and appoint a party wall surveyor to represent the interest of the council and Landlord prior to works being undertaken on site in full compliance with the Party Wall Act.

Rights to Light Act

The Developer must comply with all aspects of the Rights of Light Act 1959. It is important to ensure on this tight urban site that all established Rights to Light are respected and fully complied with.

Demolition

The Developer is to ensure that any demolition of existing buildings, structures or infrastructure on the site is carried out in accordance with all statutory health and safety requirements and any local regulatory guidance. An outline demolition method statement will be needed to be provided by bidders within the Detailed Dialogue Stage submission. The Developer will be required to provide a detailed itemised demolition propose to the council for approval prior to the commencement of any works and full consultation and agreement must be obtained from all local residents and businesses that may be affected by the works. The Developer is to be particularly sensitive and give due regard to the issues of access, egress, dust, noise, pollution and safe waste disposal in their proposals to the Council.

6 Design Philosophy

6.1 Design Standards

The design of the new building must be completed to a standard consistent with good quality private sector commercial office space whilst being mindful of the Council's public realm needs and requirements. The design should use the guidance published by the following standards inter alia, as a minimum, where relevant to Architectural Design:

- Approved Documents (Building Regulations)
- British Standards and Codes of Practice, including harmonised International Standards
- UK Statutory Regulations and Instruments
- EC Regulations and Directives
- HSE rules
- NBS specifications and standards
- BCO British Council of Offices publications
- BPF British Property Federation
- BRE Building Research Establishment, including BREEAM
- BSRIA Building Services Research and Information Association publications

The design of the mechanical, electrical and public health (MEP) services will use the guidance published by the following standards, where relevant to Building Services:

- Approved Documents (Building Regulations)
- British Standards, including harmonised International Standards
- CIBSE (Chartered Institution of Building Services Engineers) publications
- UK Statutory Regulations and Instruments
- BCO British Council of Offices publications
- BPF British Property Federation
- BRE Building Research Establishment
- BSRIA Building Services Research and Information Association publications

6.2 Building Control

The Developer will be responsible for obtaining all necessary consents required under the Building Regulations and paying all associated costs and charges.

The Developer must allow in its programme and management arrangements for the access requirements necessary for inspection and testing of the relevant works by the Local Authority Building Inspector or the appointed Approved Inspector, and complying with all requisite notices.

6.3 Health & Safety

The Developer is responsible for complying with all relevant Health and Safety legislation associated with the design, installation, operation and maintenance of the building and equipment etc.

The Developer will be responsible for ensuring that all CDM requirements are met. The CDM-c may be novated to the Preferred Development Partner.

Completed working areas shall as a minimum meet the requirements of The Workplace (Health, Safety & Welfare) Regulations 1992

Hotdesk and general desk arrangements - provision of specialist equipment to ensure compliance with Display Screen Equipment Regulations.

Building will be permeable and accessible by the community - Access control to be provided for areas not to be accessible to the community.

Building shall meet standard requirements for occupancy levels based on the fire safety capacity of the building. All new and existing fire alarm and detection systems to be fully compatible all manual alarm call points to be consistent throughout the buildings. A communication system to be included in all fire refuge areas.

All roof plant areas are to have a safe means of access and egress with protection from falls during maintenance operations. Safe access for the maintenance of all roofs, gutters, hoppers and downpipes.

All water systems to comply with the requirements of L8 the Control of Legionella Bacteria in Water Systems Approved Code of Practice and Guidance.

Completed building shall comply with the requirements of the Equality Act and associated building regulations

Noise - Completed areas shall comply with NBS document requirements (including plant rooms)

6.4 Key Design Standards

The following table from British Council of Offices Guide to Specification 2009, should be used and a guide to assess the assumed occupancy levels of the building for design standard requirements;

Criteria	Performance Measure
OCCUPANCY	
Workplace density (NIA per workspace)	8-13 m ²
Means of escape (NIA per person)	6 m ²
Core elements (NIA per person)	12 m ²
On floor services (NIA per workspace)	10 m ²
PLAN EFFICIENCY	
Low rise buildings (up to 9 floors)	80-85%
PLAN DEPTH and CEILING HEIGHT	
Deep plan:	
Window to window (or atrium)	15-21 m
Window to core	6-12 m
Finished floor to u/s of ceiling	2.6-3.0 m
Shallow plan:	
Window to window (or atrium)	12-15 m
Window to core	6-7.5 m
Finished floor to u/s of ceiling	2.6-3.0 m
GRIDS	
Planning grid	1.5 m x 1.5 m
Column grid	7.5 m, 9.0 m + 12 m
CIRCULATION	

Criteria	Performance Measure
Percentage of primary circulation to NIA	15% to 22%
TOILET PROVISION	
NIA per person	12 m ²
Male/female ratio	60%/60%
Unisex	100%
LIFTS	
Performance requirements:	
Car loading	80% (60%-70% scenic)
Waiting time	< 25 seconds
Handling capacity (up-peak)	15%
Handling capacity (two-way lunchtime)	12%
NIA per person	12 m ²
Hall call systems:	
Time to destination	< 90 seconds (up to 15 floors)
RAISED FLOORS	
Typical floors	150 mm (overall)
STRUCTURAL LOADING	
Live:	
Ground floor and below ground office floors	3.0 kN/m ²
Above ground	2.5 kN/m ²
High load areas (over approx. 5% of floor area)	7.5 kN/m ²
Dead:	
Partitions	0.5-1.2 kN/m ²
Floors, ceilings + services equipment	0.85 kN/m ²

7 General Design Principles

7.1 Flexibility

The accommodation should reflect the aspirations of a Cooperative Council based on the principles of co-production; community led commissioning and mutual organisations.

- Buildings must become more permeable and accessible by the community. Clearly this does not mean complete freedom to move anywhere within the estate; but it does mean providing opportunities for co-location and shared work space for members of the public, partners and mutual organisations.
- To support the Council's implementation of the Cooperative Council it is clear that the fundamental principle of the Office Accommodation Strategy must be flexibility. The buildings themselves, how they are organised internally, how they connect with the community and how they are managed must all provide the Council with flexibility as the Cooperative Council agenda is taken forward.

7.2 Spatial Integration

Within the building, the layout should encourage social contact between different parts or departments within LBL, with particular reference to circulation routes, stairs, atria and communal spaces. This applies to the base building layout as well as the detailed fitting-out. Space planning layouts should encourage openness, breaking down barriers or 'silos' and the absence of hierarchies. There should be visual contact, from the point of entry, to the interiors

7.3 Internal Circulation Areas

- Wherever possible reduce lengths of circulation routes and provide open areas and stopping/resting points along length of travel.
- Avoid isolated columns in open plan areas or on circulation routes.
- Where ramping corridors, ramps to be gradients shallower than 1:20 and to have handrails at least on one side at 900mm height. If ramps are steeper than 1:20, provide adjacent steps to assist people with walking difficulties who cannot negotiate ramps.
- All stairs to comply with part M of Building Regulations and have contrasting colour nosings for visual identification and tactile warning surfaces at top and bottom landings.
- Bump rail to be used as handrails where appropriate.
- All signage to be installed in accordance with the requirements set out in relevant Guidelines and/or Regulations.

7.4 Customer Access

General

The requirements detailed in the relevant Building Regulation and Building Standards must be adhered to in the design of the Project in addition to the Disability Discrimination Act 1995 requirements. The following must be taken into account.

Approaches must:

- Accommodate safe set down points for disabled people from minibuses and taxis.
- Design routes to prevent cars from parking on pavements and obstructing circulation routes for visually impaired people
- Use contrasting colour/texture paviers at dropped kerb crossing points. Blister type paving is only recommended at controlled crossings on main highways.
- Provide clear orientation clues for visually impaired people at changes in direction on entrance routes, at all main entrances.
- Design routes in accordance with Guidance Notes for Developers provided by Access Committee for England.

Reception Area

Reception areas need to respond to their function of welcoming and directing staff and visitors. The size and atmosphere should provide a space reflecting its transitional nature from outside to inside and should use good quality materials. Flooring should provide a hard-wearing non-slip surface. Walls can be a combination of materials. Lighting is key in providing the right environment.

- Reception desks to have a dropped section for wheelchair users.
- Reception desk to have adequate provision to enable a wheelchair user to complete or fill in documentation whilst adjacent to reception desk (consider knee position).
- Matwell to entrance/exit doors to be solid, recessed, removable, alternating strip and pile suitable for wheelchair use. Coconut matting is not acceptable.
- Provide colour contrasted or tactile variation flooring clues to main reception area to guide visually impaired people to reception desk point at 90 degrees from circulation route.
- Provide visual appointment call system for hearing impaired clients. VDU display or tear off ticket and numbering system.
- Text telephone for hearing impaired clients on enquiries desk with separately publicised telephone number.
- Induction loop system to be installed for hearing impaired clients in reception and main waiting areas

Hearing Enhancement Systems

- All public telephones fitted with inductive couplers
- Public text payphone
- Loop systems to waiting areas if PA announcements are to be made or if TV entertainment is provided for clients while waiting. Ensure the provision of subtitles for any TV facilities.
- Loop systems to training and interview rooms as appropriate
- Avoid over spill from loop systems in adjacent rooms and on floors above and below (confidentiality) and avoid electrical interference from other equipment.
- Visual fire alerts to all spaces where hearing-impaired people are likely to be unaccompanied and out of sight.

Baby Change Areas

- Ensure these are accessible to a disabled parent. Surface not to exceed 850mm above the floor with a minimum clear height to underside of 700mm and a minimum 400mm deep recess. Minimum 1500mm unobstructed wheelchair turning required.
- Visual fire alert for hearing impaired users.
- Anti scald hot taps shall have the mixer element of tap concealed within the wall or IPS with easily removable locking access panel below.

7.5 Toilets and Shower Rooms

The selection of durable materials that will withstand the wet conditions is essential.

Areas around urinals, wash hand basins and toilet pans should be finished with splash resistant and easy-to-clean materials. Floors should be in a hard-wearing non-slip easily cleaned finish.

- Accessible WC's to comply with Part M of the Building Regulations. Preferably Unisex WC's accessible directly off corridor preferred as accessible WC's located within Male or Female WC blocks do not permit a disabled person to be assisted by a member of the opposite sex where necessary.
- If providing more than one accessible WC, endeavour to provide a choice of left and right hand transfer layouts.
- Ensure that walling to WCs is constructed to provide adequate solid fixing options for grab rails and sanitary ware.
- WC alarm cord linked to reception or nearest reception and taken down to within 150mm of floor. The alarm (cord) should be capable of being manually reset.
- Very light pressure self-closing devices to accessible WC doors.
- Avoid lobbies to WC areas where possible and provide visual screening instead. If providing lobbies ensure these are large enough for wheelchair users or guide dogs to pass and that door have light pressure self closers.
- Provide accessible WC's and showers to staff areas as well as public areas.
- Cubicle doors should have the facility in an emergency to open outwards.

7.6 Interior Design and Artwork

Generally allow for emulsion paint decoration to all core walls, columns and other exposed walls.

Innovative and sensitive interior design of both the new and refurbished buildings will generate a sound investment for the Council and provide occupiers with a contemporary and effective business environment.

The Council wish to build on and enhance their existing building stock and any new building should be aim to be an exemplar of its type, particularly in an historic context. Design should be to restore authentically, where relevant and where opportunities permit, to introduce a transparent modern vocabulary for new interventions achieving a deliberate architectural 'play' between the old and the new.

The developer should also outline their approach to the integration and installation of artwork particularly within the public realm.

7.7 Privacy, Vibration & Acoustics

The acoustic environment inside an office building depends on the perceived level of noise and vibration from;

- Externally generated sources such as local road traffic, nearby over/underground train movements and aircraft flyovers.
- Internally generated building services plant and equipment.
- Occupational sources such as occupant operations and office equipment.
- The degree of acoustic separation afforded by internal walls and floor slabs.
- The design of noise and vibration control measures in occupied areas should take into account not only the building structure but also the surface finishes likely to be used. In addition both the new and refurbished buildings will need to be mindful of the visual and acoustic privacy requirements of the Council especially where confidentiality or privacy levels between adjacent cellular spaces such as interview rooms, offices and meeting rooms etc., is an important design feature.
- Generally floor to ceiling heights do not exceed 3m and should have a high sound absorption level e.g., 0.9 averaged over a frequency range of 500 Hz to 2000 Hz. In principle floors in offices and adjacent circulation areas should be carpeted albeit alternative finishes can be offered providing the sound absorption level is met.
- Relaxations are normally acceptable providing they comply with the Council's and occupational requirements.

The acoustic and vibration standards should be in accordance with:

- Association of Noise Consultants Guidelines ANC-9801: 1998 – Part 2 Noise from External Sources within Buildings i.e., open plan offices NR40 (L_{eq}) and cellular offices NR35.
- The sound level difference between office floors should be at least $D_{nT,w}$ 48 dB if fitted to Cat A standard tested in accordance with BS EN ISO 140-4: 1998 and rated in accordance with BS EN 717-1: 1997.
- The flanking transmission horizontally across cladding mullions should be at least $D_{nF,w}$ 45 dB when tested in a laboratory in accordance with EN ISO 10848-2: 2006 and rated in accordance with BS EN 717-1: 1997.
- The flanking transmission should be capable of being upgraded in Cat B fit out to at least $D_{nF,w}$ 53 dB.
- Vibration transfer from continuous sources e.g., plant items, to internal areas should not exceed 0.01 m/s^2 peak acceleration based on W_b weighting as defined in clause 3.3 of BS 6472-1: 2008.

7.8 Surfaces and Finishes

Generally carpet with a combination of durability, quality and low static plus a minimum recycled content of 50%. Computer rooms and wiring cabinets etc., will use an anti-static vinyl finish (pre-finished on raised floor tiles).

- Slip resistant non reflecting surfaces
- Avoid echo and reverberation
- Colour contrasting to doorways relative to wall finishes
- Avoid confusing patterns and background colours
- Avoid glare from natural and artificial lighting

7.9 Doors

Doors often have to meet specific acoustic and fire integrity requirements and these should be identified early together with interfaces for security access and key suiting.

- Doors to core areas can vary between good quality paint grade timber/metal and timber veneer
- Ensure that door edges do not present hazard to visually impaired people when in hold open position. Provide planter boxes or contrasted texture flooring to guide people into line of doors.
- Light pressure delay check door closers should be provided to self-closing doors.
- Vision panels as for Part M of Building Regulations.
- Colour contrasted easy grip lever furniture and ironmongery
- Fully glazed doors to have additional visual identification.
- Clear widths in accordance with accessibility guidance.
- Level access to all doors including escape doors.
- Generally doors in main circulation routes should be held open

7.10 Walls

Where not forming part of the building superstructure, internal solid walls will generally be dense concrete blockwork. Plasterboard on metal or timber studs with acoustic treatment, will be used where appropriate to subdivide areas.

Core and column walls should be painted plasterboard with MDF or similar skirting and offer a clean and simple backdrop.

7.11 Finishes and Fixtures

The compliant bid is for a Category A fit out. Bidders are also requested to provide mandatory variant bids of 1) Category A + B fit out and 2) Category A + B fit out + Fixtures, Fittings and Equipment as defined in Section 17.

Finishes in all areas of the building should be fit for purpose.

The variant proposal for Cat B assumptions should be based on the following assumptions;

- Landlord's areas, reception, stairs, lifts and WCs should be designed using durable materials selected to ease maintenance but with some imagination that gives the building design individuality.
- Standardised refreshment areas should be provided complete with hot and cold drinking water, sink, paper towel dispenser, storage, dishwasher and small refrigerator. Refrigerators are intended for milk and snacks and not staff shopping. No kettles, microwaves or toasters etc., will be allowed.

7.12 Wayfinding

The developer should allow for agreeing with the Council a way finding strategy to enable customers, staff and visitors to easily navigate within and between buildings. The way finding could include:

- External building signs.
- External site signs e.g., showing a map of the overall site with building and use locations.
- Internal building directories.
- Floor and room signs.

7.13 Zoning for Security Outside of Opening Hours

The Council's buildings will be used for both public realm (community/co-operative council, civic function and customer interface) and private non-public uses (chamber/democratic and staff).

The security systems for the buildings whether refurbished or new build should allow for zoning to allow different levels of access e.g., public, customer, staff and secure.

The buildings will need to operate to suit the various opening hours required by the different departments e.g., the Town Hall currently operates 24/7 with the Reception, Council Chamber, councillors facilities and Assembly Hall are often used out-of-hours, in addition the Registrars are also open on Saturdays.

8 Quality Control Procedures

The developer should demonstrate their approach to:

- Their philosophy regarding the Council's brand
- Their desire to forge a mutually beneficial, long term relationship
- Their approach to client aspirations which articulate spatial solutions
- Their ability to operate as a team player
- Developing well organised, systematic, pragmatic approach to buildability, affordability and timely production of information
- Agility in their approach to design development and change

The developer will be required to engage with council staff on a number of reviewable design items. A list of these items will be developed later in the dialogue process.

9 Sustainability

9.1 Context

The Council has adopted the One Planet Living (OPL) development framework which uses the following 10 principles:

- Zero Carbon
- Zero Waste
- Sustainable Transport
- Local and Sustainable Materials
- Local and Sustainable Food
- Sustainable Water
- Land Use and Wildlife
- Culture and Heritage
- Equity and Fair Trade
- Health and Happiness

Adhering to these principles, and the targets the Council has adopted for Future Brixton, will ensure that the refurbishments and developments will enhance the whole standard of the community, will stand the test of time and will be a leading example of sustainable urban development.

New developments have a big impact on the environment: during the construction phase, they are the source of direct and indirect emissions that contribute to climate change and require the use of a significant amount of natural resources. They also have on-going impacts as residents live and use the buildings. It is therefore vital that care is given at the design stage to ensure that industry best practices are implemented and that innovative solutions are found to address specific site issues.

Lambeth's Office Accommodation Strategy (OAS) focussed in Brixton is an opportunity to design new buildings and refurbish existing ones in such a way that these impacts are reduced, at construction phase but also during on-going use of the buildings.

In order to assess the sustainability credentials of development proposals, the Council will use the One Planet Living framework. This holistic framework includes 10 principles that provide guidance to help project teams develop appropriate solutions to embed sustainability at the core of their design and communicate the actions being taken to key stakeholders. This provides a coherent overall structure for all aspects of sustainability and not just building fabrics, i.e. it looks at lifestyle, culture and community aspects as well.

In addition to the One Planet Living framework, the Council will use the Code for Sustainable Homes (CSH) and BREEAM assessment criteria as they are well recognised national rating systems for assessing the sustainability of individual buildings and allow easier enforcement by the planning department. Both systems provide frameworks to reduce the environmental impact of new buildings through the integration of energy and water efficiency measures, climate change adaptation measures and by using less polluting materials.

The Council appreciates that in order to achieve BREEAM excellent, the council will need to contribute and assist the process by working to achieve pre and post construction credits. During Stage 2 the responsibilities for achieving credits and which ones can be achieved by the Council will be shared.

The environmental impact of the new building is to be reduced through the integration of energy and water efficiency measures, climate change adaptation measures and by using less polluting materials. The Developer shall ensure compliance with all requirements stated in the Bioregional Sustainability Requirements Design Brief document.

9.2 Developer Requirements

The Developer shall ensure that all necessary sustainability measures are incorporated into their design. In order to assess the sustainability of the proposals, the Council will use the One Planet Living framework, the Code for Sustainable Homes (CSH) and BREEAM. The following BREEAM standards for both residential and commercial buildings within the Town Hall site are to be applied:

- Domestic: Code for Sustainable Homes

- Offices: BREEAM New Construction for Offices
- Retail: BREEAM New Construction for Retail
- Major refurbishment (domestic and non-domestic): BREEAM refurbishment (when launched) or BREEAM 2011
- Carbon Trust Heating Control Technology Guide (as provided within the data room)

A Design Stage assessment is to be provided for CSH and BREEAM to confirm how the required levels are to be achieved. Following construction, the Developer shall provide a Post Construction Review for both the CSH and BREEAM confirming achievement of the required levels. Full certification will be provided through the BRE a maximum of two months following Practical Completion. The new building works and major refurbishment works are to achieve sustainability standards as follows:

- CSH Level 4 for domestic new build.
- BREEAM "very goodExcellent" for non-domestic new build and refurbishmentfor refurbishments as a minimum and looking to exceed this standard wherever possible.

The Developer shall also ensure that a Post Occupancy Evaluation is carried out in line with CIBSE guidelines.

A strategy for achieving net zero carbon target by 2020 shall be provided. A detailed energy strategy will be required at detailed planning stage for both new build and refurbishment for all building types. This strategy will include;

- The expected energy demand and carbon emissions from the development
- The expected energy and carbon dioxide emissions savings from proposed energy efficiency and renewable energy measures.

The Developer shall also ensure that a Post Occupancy Evaluation is carried out in line with CIBSE guidelines.

A strategy for achieving net zero carbon target by 2020 shall be provided. A detailed energy strategy will be required at detailed planning stage for both new build and refurbishment for all building types. This strategy will include

- The expected energy demand and carbon emissions from the development
- The expected energy and carbon dioxide emissions savings from proposed energy efficiency and renewable energy measures.

The development should incorporate passive design measures that take advantage of natural light and heat from the sun and use natural ventilation, whilst preventing overheating in the summer.

Consideration should be given to the installation of a heat and power network and if feasible, the Developer should maximise connection opportunities. The heat network should be supplied by a renewable form of energy wherever possible

Renewable energy sources should be favoured and consideration should be given to the use of solar PV, solar water heating, wood fuel heating and potentially ground source and air source heating systems.

The Developer shall investigate the use of water efficient appliances, metering, rainwater harvesting systems, leak detection systems.

9.3 Design Targets for Developer

Mandatory Overarching Requirements

The following requirements will be expected as part of the Office Accommodation Strategy (OAS) development:

- All new buildings and major refurbishments should achieve minimum sustainability standards in accordance with the following:
 - CSH Level 4 for domestic new build

- BREEAM **very good**"Excellent" for non-domestic new build and **refurbishment**for refurbishments as a minimum and looking to exceed this standard wherever possible.
- The sustainability credentials of the overall scheme will be supported by a One Planet Action Plan which will include detailed strategies for each of the One Planet Living principles.
- Additional specific targets will be given to cover areas not covered or sufficiently covered by the CSH and BREEAM standards, see details below
- All staff included in the developments of the OAS site should receive a One Planet Living induction (for example using the One Planet for One Hour video). This should include designers, site workers, council staff and office workers and could also include residents.

Zero Carbon

Lambeth Council's aspirations for the OAS developments is to achieve a net zero carbon requirement by 2020, as per the One Planet Zero Carbon target. This means that all expected emissions (arising from both regulated and unregulated energy use) should be reduced through energy efficiency measures (building fabric and connection to a heat network) and renewable energy technologies, located both on-site and off-site (see below for allowable solution definition). Lambeth will therefore expect the OAS developments to meet the relevant energy standards of CSH Level 4 and BREEAM "**very good**Excellent" as soon as the buildings are built as a minimum and to define its own strategy for achieving the net zero carbon target by 2020. This means that intermediary solutions might be implemented before the 2020 target is achieved.

Overall energy requirements:

- Development at OAS to achieve net zero carbon by 2020
- A detailed energy strategy will be required at detailed planning stage for both new build and refurbishment for all building types. This strategy will have to include:
 - The expected energy demand and carbon emissions from the development;
 - The expected energy and carbon dioxide emissions savings from proposed energy efficiency and renewable energy measures
- The actions that will be implemented during construction and on-going use of the site by residents should also be clearly explained.

Specific energy requirements:

The following are specific energy requirements that should be integrated by developers of the OAS.

All development should incorporate passive design measures that take advantage of natural light and heat from the sun and use natural ventilation, whilst preventing overheating in the summer

Energy demand can be vastly reduced by passive solar design. This means designing buildings to take maximum advantage of free heat from the sun and free ventilation and cooling from the wind.

All proposals should investigate the integration of a heat and power network and plan the following:

- *All buildings should be designed and built with a communal heating system*
- *Include provision of an efficient gas or renewable fuel boiler system for temporary use in any buildings completed before the site-wide energy network is completed*

If a heat and power network is deemed feasible, all developers should engage with relevant stakeholders to ensure the network is taken forward to maximise connection opportunities. Particularly:

- *Engage with existing local heat users to try and facilitate their connection to the energy network*
- *Explore the feasibility of connection to existing heat sources and take this forward wherever possible*
- *The heat network should be supplied by a renewable form of energy wherever possible*

Decentralised energy generation is the use of an energy network to supply heat and/or power to a number of buildings from a local energy source. This can be a more efficient supply and lead to carbon dioxide savings. The density and proximity of the buildings in the OAS, as well as the complementary nature of heat requirements of residential and offices/retail units may be suitable for the integration of a heat only or heat and power network² serving the different building types in OAS development, whether new build or refurbished. Opportunities to use existing sources of heat in the vicinity should be explored as a starting point. Developers should also investigate whether there are existing buildings with high heat demand located directly in the vicinity of the OAS site that could also be connected to a future heat or heat and power network. This network could then potentially be connected to other regeneration areas of the Brixton town centre.

If a heat network is planned by the Council, planning conditions/obligations will be used to ensure that all buildings are connected. All buildings will need to plan for interim heating measures until the entire network is made available, which means that communal solutions with wet distribution systems should be installed.

Finally the source of fuel to be used for the energy centre should favour renewable energy sources wherever possible. However, as long as the development achieves the relevant CSH and BREEAM requirements at the time of construction, there is no compulsory requirement on the type of fuel that would be used for the network. Mains gas could be the initial fuel type used but the energy centre could be enabled to adapt to a renewable source (e.g. biomass or biogas) at a later date. This would be an element of the strategy to achieve the net zero carbon target.

Proposals should investigate and include renewable energy technologies to meet a proportion of the remaining energy demand after energy efficiency measures and decentralised energy have been planned

As much as possible of the energy demand remaining after passive design and energy efficiency (including decentralised energy) are applied should be supplied from renewable sources produced on-site. This reduces the development's reliance on remote sources of energy, including imported oil and gas. All low and zero carbon technologies should be investigated, particularly taking into account innovative technologies that may come forward in the future. However, due to the high density of buildings in the OAS, it is expected that only a limited number of technologies will be appropriate for this site. This should include solar PV, solar water heating, wood fuel heating and potentially ground source and air source heating systems.

Proposals should detail allowable solutions proposed for the site consisting of off-site renewable energy installations

In order to meet minimum CSH Level 4 and beyond, the majority of the required carbon reduction can be met on-site through good design, energy efficiency and on-site renewable energy technologies. However, in order to achieve the net zero carbon by 2020 target, it is likely that some remaining carbon dioxide emissions after the above measures have been implemented will need to be addressed through allowable solutions.

² In the case of the site, a heat and power network refers to a system that would be communal to all the buildings included in the OAS as opposed to a network that would expand to other areas in Brixton.

These are off-site means of reducing carbon dioxide emissions. They have not yet been fully defined by the Government but are likely to be measures such as installing renewable energy generating capacity off-site.

Based on the One Planet Living requirement, the Council's preference for the form of allowable solutions at the OAS is investment in off-site renewable energy sources only (not through 'green tariffs')

Zero Waste

Behind this concept is the idea to reduce the amount of waste generated, to promote recycling and reduce the amount of waste sent to landfill. In the long term, the aim is to eliminate the 'concept of waste' so that we can think of all material as a resource.

Construction waste

A site waste management plan should be submitted to and agreed by the council before construction starts. During demolition and construction, waste should be reused according to the guidance in the Institute of Civil Engineers' Demolition Protocol. Where it cannot be reused, it should be recycled according to the guidance in the same Protocol.

The construction sector uses over 420 million tonnes of material resources a year. It generates around 90 million tonnes of construction and demolition waste, three times the waste produced by all UK households combined. 13 million tonnes of construction materials are delivered to building sites but never used. It is essential that the design of the development and the management of the build programme consider how to minimise construction waste at every stage.

OAS development will be expected to:

- Minimise the creation of waste in the first place
- Re-use waste from the construction process
- Allow as much waste as possible to be recycled on other nearby development sites

At least 95% of waste by weight generated by construction and demolition should be reclaimed or recycled.

Household waste

Residential developments should meet the waste standards of the CSH

Currently about 70% of most domestic waste can be recycled. Therefore high levels of recycling from residents and businesses moving into new/refurbished buildings should be encouraged. Recycling and composting facilities should be as easy to access as waste facilities. This means provision of space within buildings to store recyclables as well as easily accessible and secure outside space for storing rubbish and recycling.

Ultimately, by 2020, at least 70% of domestic waste by weight generated will be reclaimed, recycled or composted. And ideally no more than 2% of waste by weight should be sent to landfill.

Commercial waste

Non-residential developments and major refurbishments should meet the waste standards required for BREEAM "very-good/Excellent"

Office waste generally contains a higher proportion of paper than domestic waste and a target of 80% can be set for reclaiming, recycling and composting. Again, ideally no more than 2% of waste by weight should be sent to landfill by 2020.

It is worth designing in separate white office paper collection as this is a high grade waste which can be recycled back into high grade office paper in a closed loop.

Additional recycling facilities can include collection for drinks cans and bottles, toner cartridges, electrical goods, batteries and food waste.

Sustainable Transport

The Town Hall site is very well connected to public transport with Brixton underground station, overland train station and bus stops all within a few minutes walking distance. The development should therefore

encourage that best use is made of all these facilities. This should be achieved through careful design but also promotion to residents after the site has been built/refurbished. In addition, the size of the development allows for measures to be implemented across the different building types.

Strategies for sustainable transport should investigate how to:

- Reduce the need to travel, for example through the promotion of home-working
- Encourage use of the very good public transport facilities existing near the site
- Provide an affordable car club service within the development for domestic and non-domestic residents to access
- Encourage alternatives to private car ownership, for example by providing only car club and disabled parking spaces as part of the development
- Encourage walking and cycling, for example through provision of showers and lockers in the commercial /office spaces as well as adequate and secured cycling facilities
- Promotion of sustainable transport lifestyles, for example through the commissioning of a travel plan coordinator responsible for the implementation of individual travel plans

Proposals should include a transport strategy that explains how impacts of transport of materials during construction will be minimised

The impact arising from the transport of materials during construction is very significant. There are also opportunities to reduce this through the following:

- Green Supply Chain Travel Plan to maximise water and rail freight transport where possible and to liaise with suppliers and sub-contractors to pass requirements down the supply chain.
- Develop a Green Travel Plan for construction and managerial personnel to travel to the site using sustainable transport methods
- Support the car club and lift sharing, either with a notice board or through programmes such as lift sharing
- Promote walking and cycling to work through incentives, cycle parking, showers, etc.
- Provide lockable and highly secure storage on site for personal tools so staff do not need to transport them every day
- Use locally sourced waste cooking oil/renewably sourced electricity to run site vehicles
- Monitor and report on fuel use, staff and supply transport

Sustainable materials

The One Planet Living framework promotes the use of high quality, low carbon, recycled and local materials for building construction, maintenance and everyday products used by the community in the long term. A key aim is to make it easy for households and businesses to choose high quality and low impact alternatives to every day goods and materials.

A pre-demolition audit should be carried out for the whole site in line with the Institute of Civil Engineers' Demolition Protocol. Where this demonstrates that re-use of a building is not possible, an appraisal of the potential to re-use and recycle the materials on-site should be made using the same protocol.

The energy used to create materials and in the construction process adds to a development's ecological and carbon footprints. The energy embodied in new construction and refurbishment each year accounts for about 10% of UK energy consumption. Roughly half of this is used in the extraction and manufacture of materials. The other half is largely from transport (getting the materials to the processing plant or to site). Building materials also have other potential impacts such as the emission of potent greenhouse gases (e.g. HCFCs) from manufacture, and environmental degradation during extraction and processing. There is a finite amount of resources available on the planet, so use of virgin materials should be minimised as far as possible.

Developments should therefore look at:

- Adopting design and procurement methods which minimise the use of materials and generation of waste (for example through re-use of existing buildings rather than demolishing them; re-use and recycle materials on-site)
- Specifying materials with low embodied energy and no substances contributing to ozone depletion

- Prioritising construction materials that are low impact, durable, local, reclaimed and from a replenishable source. Where possible, high impact or polluting materials (for example PVC and aluminium) will be avoided
- Considering the life cycle impact of buildings in design. This means design and materials choices that enable easy maintenance and longevity. Buildings will be designed with consideration for deconstruction so that on decommissioning, the materials can be recovered and re-used.

Proposals should aim to meet the materials and requirements set out below

The use of materials with a low environmental impact is not given significant weight in the scoring of the Code for Sustainable Homes or BREEAM. To meet the exemplar vision, additional requirements have therefore been set out below:

50% (by value) of construction materials should be sourced within 50 miles of the site

20% (by value) of construction materials should be recycled or reused

All materials should be responsibly sourced. New timber should be PEFC certified or FSC, CSA or SFI certified with a Chain of Custody Certificate. Other materials should be certified using the BRE's BES 6001 Responsible Sourcing of Construction Products scheme.

Building materials should be long lasting, taking into account their use and the conditions they will be exposed to

Residential developments should achieve an A+ to B rating from the BRE Green Guide to Material Specification (or equivalent replacement guide) on at least 3 of the following: roof, external walls, internal walls (including separating walls), upper and ground floors (including separating floors, and windows.

Non-residential developments should achieve an A+ to B rating from the above guide on at least 3 of the following: roof, external walls, internal walls, upper floor slabs, floor finishes/coverings, and windows.

Proposals should include a sustainable materials strategy for long-term involvement with residents and workers

Finally, sustainable material strategies should investigate how to enable residents and workers to reduce consumption and choose low impact goods in the long-term (e.g. sharing of goods, knowledge through community intranet) and specify how these strategies will be implemented.

Local and sustainable food

Around a quarter of an individuals' ecological footprint comes from food. This can be reduced by eating more local, seasonal and organic food. The Town Hall site should maximise the potential to assist residents to grow their own food, and to source more from local and seasonal sources.

When residents understand the benefits of local food, they are more likely to source more fresh food locally. This has many benefits, making residents healthier, reducing food miles and stimulating the local economy.

Proposals should include a detailed food strategy that promotes long-term adoption of local and sustainable food habits, both to residents and workforce during construction, in accordance with guidelines below

Strategies to promote local and sustainable food in the long-term should investigate the following:

- Encourage on-site food growing – even if there is only limited space on the site due to its high density, mini-allotments on roof-tops and window boxes can be integrated in the design, along with edible landscaping in communal areas
- Link with local retailers and markets and producers (e.g. box schemes)
- Promote cooking courses
- Support companies to employ caterers with green credentials

During construction, healthy eating should be promoted to workers by providing exclusively catering facilities on site that follow the Local and Sustainable Food principle.

Sustainable water

For both water consumption and water surface run-off:

- Residential developments should meet the water standards of the CSH Level 4
- Non-residential developments and major refurbishments should meet the water standards required for BREEAM ~~very good~~ **Excellent**

London's supply of fresh water is already under stress as there is a lack of supply in dry years. The average consumption of a Londoner is 160l litres/person/day, which is 7% higher than the national average. This water shortage will only be exacerbated by the effects of climate change (more sporadic and intense rainfall and a higher likelihood of droughts) and with the expected increase in population. It is therefore crucial that new developments and major refurbishments adopt best practice in water conservation, water efficiency and recycling, and surface water management.

Measures that should be investigated by developers are:

- Use of water efficient appliances, metering, rainwater harvesting systems, leak detection systems
- Use of drought resistant species of plants to avoid irrigation

The Town Hall site has a low risk of flooding from fluvial and tidal flooding, as classified by the Environment Agency. However, poorly designed or maintained drainage and too many hard surfaces in new/refurbishment development can lead to localised surface water flooding in heavy rainfall. This can also increase the risk of flooding elsewhere. Run-off must therefore be attenuated using sustainable urban drainage systems (SUDs) and not discharged into the sewer. In addition, green roofs should be integrated where possible to reduce the amount of surface water run-off.

Land use and wildlife

All developments at the OAS site to

- develop a strategy to improve biodiversity on the long-term
- achieve a net gain in biodiversity and meet relevant requirements of the CSH and BREEAM standards

The aim of this principle is to promote local biodiversity and biological productivity, as well as supporting beautiful landscapes.

Due to its urban location, density and lack of current green spaces, the current biodiversity level at the OAS site is expected to be fairly low and there is limited opportunity to increase natural landscape. Nevertheless, the Council expects the developments on the OAS site to achieve a net gain in biodiversity and biological productivity.

This can be achieved through, for example:

- Include a natural habitats and biodiversity management plan, working in collaboration with professional ecologists and project landscape architects
- Include green and/or brown roofs in the buildings
- Incorporate habitat needs into design of development e.g., bat boxes, bird boxes, bee habitats

Culture and community

Proposals should include a detailed strategy that promotes a long-term vision for promoting a diverse, culturally rich community connected to its local environment

The aim is to create a thriving sense of place and a sense of community through enhancing and reviving valuable aspects of local culture and heritage and by promoting a new culture of sustainable living.

Brixton is a vibrant community rich of numerous different cultures. The local cultural knowledge built up over generations should be used when building a strategy on this theme for developments at the OAS.

This can be done across the different phases of the development through:

- Co-production, consultation and engagement with the local community to ensure understanding of local specificities and good integration of the development in its environment
- Setting-up of a community focus to support community cohesion and interaction
- Integration of One Planet Living centre within the community centre

Equity and local economy

Proposals should include a detailed strategy that provides a long-term vision for promoting equity and local economy.

Two priority groups within the local community will be identified and actions taken to improve their welfare (through coordination)

This principle aims to promote diverse and resilient local economies. The following approach should be adopted to maximise the benefits of this regeneration scheme to the local population:

- Encourage local green economy through:
 - Working with local contractors and suppliers. If feasible, local unemployed people should be trained and recruited to work on the scheme
- Support the use of retail spaces by organisations that sell services/products that promote environmental and social sustainability at an affordable and fair trade price and bringing value to the local community.
- Allow affordability of the units with a range of prices in private properties and in lease to encourage first-time buyers and local entrepreneurs or start-ups. Release a proportion of the units in priority to local people/homebuyers.
- Ensure physical accessibility to all (e.g. wheelchair access)

Health and happiness

Proposals should include a detailed strategy that provides a long-term vision for promoting a healthy and happy community. It will also describe two showcase initiatives that will promote health and happiness and implement them

Residential developments should meet the Health & well-being standards of the CSH and BREEAM schemes

This principle aims at making it easy for residents and the local community to live a healthier lifestyle. The development should adopt an exemplar approach during construction and long term community management, aspiring to global best practice.

The following approach should be adopted:

- Design buildings and infrastructure in a way that promotes well-being (noise, light, pollution, etc)
- Working with existing community groups, establish a community trust that will become a key vehicle to establish and maintain a 'community spirit', support residents to adopt healthier lifestyles etc
- Working with existing community groups, set-up a community extranet to facilitate social interaction within the local community
- Provide information to residents on healthier lifestyles
- Monitor ongoing building performance and residents' satisfaction (through the community trust)

Other measures

Climate change mitigation and adaptation

Proposals should include a detailed strategy that explains how the development has been designed to mitigate against and adapt to the future impacts of climate change

Climate change is likely to mean hotter, drier summers and wetter, milder winters with more intense rainfall. Any new development will need to be designed so that it remains comfortable for users over its lifetime. It should also avoid making local climatic conditions worse. Key issues to be considered include:

- Flood risk
- High temperatures (and resultant need for cooling)

- Water supply and quality
- Managing ground conditions

Best practice guidelines have been developed on how to accommodate to climate change in new / refurbished developments. Some of these include:

- Orientate buildings to minimise summer gain and maximise winter solar gain;
- Maximise natural ventilation;
- Incorporate green roofs into buildings;
- Provide amenity spaces that can be used for the enhancement of biodiversity, sustainable drainage systems and for ameliorating the urban heat island effect;
- Be adaptable to allow for additional shading or cooling requirements as the climate changes;
- Allow for permeable paving in order to lessen the risk of flooding.

Encourage sustainable lifestyles

A green caretaking service or alternative sustainability advice should be provided for incoming occupiers of homes and commercial spaces at the site. The detailed strategy should explain how this will be achieved.

Proposals should include provision of a One Planet/Lifestyles Centre and exhibition within the development

In order to deliver a truly sustainable development, it is necessary to work with residents to help them live a sustainable lifestyle. Sustainability advisors or "green caretakers" are one option. They would be able to provide advice to residents and companies about how to live more sustainably and how to make the best use of features within the properties and the development as a whole. A Community Trust would be an ideal delivery method for the green caretakers. However, if this option is not taken, there should be an alternative provision.

In addition, a visitors' centre and exhibition should be included as part of the OAS development, providing for example:

- Information on the OAS development's (and others covered by Future Brixton) sustainability features
- Support and advice on sustainable lifestyles
- Co-ordination of local relevant events and courses
- Information on sustainability-related grants etc. available to local businesses and residents

There may be potential to convert the development's public information and consultation exhibition space into the new centre.

9.4 Documents required

This section highlights the type of documents that will be required through the different planning stages.

Some themes under the One Planet living framework are covered by CSH and BREEAM but others are not. Specific strategies will therefore be required when not covered or not sufficiently covered by existing national standards (e.g. food).

Outline planning applications must be supported by an Outline One Planet Action Plan showing how the requirements of this Design Brief will be met

At the outline planning stage, an overall strategy encompassing all the 10 principles will need to be provided. This document, called a One Planet Action Plan, will need to explain what the strategy will be to achieve the different requirements specified in this brief. This Plan will also have to specify which Code and BREEAM levels are planned to be achieved for each type of building.

Detailed planning applications must be supported by a detailed One Planet Action Plan demonstrating how the requirements of this Design Brief will be met, as well as CSH and BREEAM pre-assessments

At the detailed planning stage, proposals will need to include a detailed OPAP covering design, construction and long-term management (explaining how occupants of the buildings will be encouraged and supported to minimise their environmental impact as they live and work in the buildings). Detailed strategies explaining how the requirements of this Design Brief will be achieved under each of the 10 principles should be provided. In addition, pre-assessments for the CSH and BREEAM will be required.

Once permission is granted, Design Stage Assessments for Code and BREEAM must be submitted (before construction)

Once detailed planning permission has been granted, proposals will need to include Design Stage assessments for Code and BREEAM confirming the details of how the levels required will be achieved.

Post Construction reviews for CSH and BREEAM to be submitted

Following construction, developers will need to provide a Post Construction Review for both the CSH and BREEAM confirming that the levels required have been achieved.

10 Fire

10.1 Fire Strategy

The Developer shall complete the fire strategy for the Scheme to the satisfaction of the Council's Fire Officer and all statutory consultees. The Developer shall liaise with the Council at an early stage in the design process to ensure that Council requirements are taken into account, the following elements:

- Fire alarm and detection system
- Fire suppression systems as appropriate
- Interface and isolation of plant systems
- Interface with access control system, shutters, etc
- Means of escape
- Water supplies for fire brigade use
- Fire fighting equipment
- Appropriate access for fire fighting
- Emergency lighting
- Access for fire appliances
- Appropriate storage of flammable substances
- Ventilation provision associated with any atrium, car park, staircase etc.
- Standby power for fire systems, including fire-fighting lift, if necessary
- Fire evacuation points to be identified

The Fire Strategy for the building is to be provided to meet the Building Regulations and the requirements of the Building Control Officer. The design of the system is to be based on a risk assessment considering all issues including the nature of building users and the use of the facilities. The Fire Strategy is to ensure the safety of all building users and will be based on an agreed fire management plan for the property. The fire management plan should where necessary include, but not be limited to, the delivery of alarm, detection, escape, protected routes, hazard rooms, lighting, suppression systems etc.

The Developer should consult with the Council and Fire Service to develop a fire engineering design which avoids excessively complex systems including ventilation. Specific fire related ventilation systems should be used only after seeking specialist advice and in conjunction with Fire Officer. It is expected that designers will work closely with the Council on these issues.

The provision of automatic detection in all rooms and areas to give additional flexibility to the property should be considered.

All detector heads must be accessible for maintenance.

Analogue addressable systems shall be used which are compatible for central control and monitoring.

Self-resetting smoke and fire dampers should be used to allow periodic testing.

Fire alarm systems should be separate from BMS or security systems.

Areas of high risk should be identified i.e. flammable or waste stores.

10.2 Fire Alarm

A comprehensive fire detection system comprising automatic detection, manual call points, sounders and beacons shall be installed throughout the development. The Developer shall liaise with the local Fire Officer to confirm the exact requirements for the development. The system shall be fully analogue addressable and designed to conform to BS 5839 Part 1, Category L1.

The main fire alarm system control panel shall be located adjacent the main entrance and shall operate and monitor all fire alarm and detection functions throughout the building. The main panel shall be provided with an 80 character LCD display and built-in printer, together with full alarm, fault and health monitoring of the detection loops and alarm circuits. A manual over-ride facility shall be provided to allow auxiliary equipment to be over-ridden during testing of the system (Fire Test Button). The fire alarm system shall be connected

via a BT line for remote monitoring. The system must be capable of being programmed for pre- alarm/two-stage evacuation.

Where detection devices are located within areas which are normally locked or not visible e.g. roof voids, remote LED indicators shall be fitted.

Sensor types shall be selected to minimise false alarms. The system configuration and operational characteristics shall be as indicated on the fire alarm schematic.

The required fire alarm system shall provide an output signal to the security system, which shall be used by the security system to initiate the release of all necessary electro-magnetic locks.

Fire alarm input/output interface units shall be provided for all mechanical control panels, security panel, gas solenoid valve and passenger lift control system. The mechanical services control shall receive signals upon activation of an alarm which initiate close down automatically, or manual control for certain plant via the fireman's switches which shall form an integral part of the main fire alarm panel.

In addition to the above interface the fire alarm system shall have detection and control interlinks with the mechanical services installation. Any fire alarm detected in any part of the overall Scheme shall shutdown all gas solenoid valves associated with incoming gas supplies to boiler/heating plant. A fireman's override switch shall be provided at the main entrance at ground floor level of the building. This switch shall be operated by the fire brigade and shall facilitate the operation of all extract fans. The switch shall be wired to the mechanical control panel. The switches shall override the normal automatic controls and the fire alarm control signal.

11 External Requirements

11.1 Design Principles

The general townscape of Brixton is fundamentally of high quality. Any development proposals for the Town Hall site should be informed by detailed analysis of the following three key townscape views:

- Brixton Hill
- Acre Lane
- Buckner Road

Pedestrian circulation areas should be finished with concrete block paviors with kerbs being 50mm splay concrete block paviors or similar. Any manhole/service covers in paved areas to be the tray type to accept block pavior inserts.

Pathways within the site to be concrete block pavior, designed and laid to suit use by a 'Cherry Picker' maintenance vehicle. Due care to be taken to ensure the design loadings are sized to accommodate the proposed equipment required to maintain the building.

All new trees to have cast iron railing protection guards and tree grids.

11.2 Site Access Routes and Roadways

Servicing for the majority of premises occurs off street. The Town Hall and other Brixton Hill premises are currently serviced from Buckner Road and away from Brixton Hill and Acre Lane. The Brixton Electric and Fridge have large truck deliveries.

Servicing arrangements should be agreed with the Council and Transport for London and should allow for appropriate visitor parking, cycle parking and delivery drop off/pick up points. Within the new development we need to ensure mayoral car parking space as a minimum, plus statutory disabled bays, visitors (pre-booked). The Council currently have up to 300 essential car-users across existing sites to accommodate, plus the need for disabled bays. The Council has no required for essential car users parking in the new development. Any parking provision should be planning policy compliant.

The servicing strategy should form part of the development design proposals.

11.3 Hard & Soft Landscaping

Proposals for connections and street improvements should be incorporated into plans at an early stage so that the treatment of the public realm is coherent and seen as an integral part of creating a well designed site. The development proposals should:

- Be consistent with the public realm improvements in Brixton town centre e.g., Windrush Square
- Promote community safety with appropriate lighting and CCTV
- Prioritise the needs of pedestrians
- Include secure cycle parking and safe cycle routes
- Ensure full accessibility to all
- Include simple but high quality, durable and co-ordinated street furniture which discourages anti-social behaviour
- Remove/avoid street clutter
- Include public art as an integral element
- Include planting to enhance visual and environmental amenity

11.4 Waste Disposal

Waste disposal will be managed within the FM zone of the new facility as shown on the Site Plan.

An external, covered, secure area will be required for storage of general waste and recycling.

12 Information & Management Technology Requirements

12.1 Introduction

~~This document outlines the business and technical requirements of the Council. It primarily refers to the passive infrastructure that the contractor must provide. The new Council accommodation will require a minimum 1,650 desks for Lambeth staff in addition to additional areas referred to elsewhere in this document. It is estimated that 70% of staff will be Citrix users and 30% laptop users. 60% of Citrix users will be working on Dell Wyse terminals and 40% on reconditioned PCs. Citrix users will also have the option to access the Citrix network remotely using their own devices (e.g. mobile phone, tablet etc.)~~

~~The telephony solution is a Vodafone hosted solution. 75% of staff will be using standard Vodafone mobile devices, 20% desk phones and the remaining 5% will have enhanced profiles whereby they have both a desk phone and a mobile device. The ICT Strategy 2012 – 1215: any device, anywhere, anytime, which has been provided within the Dat Room, outlines the business and technical requirements of the Council.~~

~~Developers are required to provide a proposal that will support this strategy.~~

~~current estimate for provision of hot desks in the refurbished Town Hall is 350. Approximately 20% of these will be fixed desk Lambeth public access desktop PCs and 20% of desks will allow users to rent public access laptops from Lambeth. It is assumed that the remaining 60% of users will be using their own personal devices.~~

~~More detailed Information and Management Technology requirements will be sent to bidders at a later date.~~

13 Design Principles for New Buildings

13.1 Overview

The building must be completed to a standard consistent with good quality private sector commercial office space. It should also deliver lower running costs and an environmentally sustainable building.

The size of the new build should be tailored to reflect the Council's requirements during the design phase.

13.2 General Requirements

The fixed elements of the building and infrastructure, and in particular the arrangement of services, should provide sufficient flexibility to enable a range of layouts and support facilities to be introduced and amended over the life of the building, with a minimum of disruption and expense. The building must also allow for reasonable sections of the office accommodation to be sub-lettable, although it is not expected that this will require a separate reception area.

All works to provide the new building are to comply with current Building Regulations, applicable EC Regulations and Directives, HSE rules, all relevant current British Standards and Codes of Practice, and to be fully DDA compliant.

The major components of the structure and cladding will be designed to provide a minimum life of 30 years with the exception of the foundations and the steel frame which will be designed to provide a minimum life of 60 years. Design life will be subject to normal maintenance being carried out.

The finished building must be fit for purpose.

The finished building should contribute to the achievement of a BREEAM rating of "very good/Excellent". Considerate Contractors scheme and sustainable management processes to be in place.

The finished building should recognise the guidance within the Brixton Supplementary Planning Document.

13.3 Functional Design Principles

The accommodation should reflect the aspirations of a Cooperative Council based on the principles of co-production; community led commissioning and mutual organisations.

Buildings should be more permeable and accessible by the community by providing opportunities for co-location and shared work space for members of the public, partners and mutual organisations.

The workplace environment should conform to the Equalities Act and Safety Acts together with modern business continuity expectations so that work processes and service delivery are to be agile and more effective.

The Council is to adopt flexible working with a percentage target for staff reduction of 19% resulting in a future demand for core office buildings of 2,313 staff.

The Council have set a target average desk ratio for officers of 10 staff to 7 desks. Based on the above future demand the requirement is for 1,619 desks. However, the Council has estimated that for the purposes of the OAS the number of desk provided should be 1,650 +/- 150.

Retained buildings will require re-planning with new furniture and work-settings to support the flexible working strategy and creating new well designed accommodation for staff.

Key elements of the new working environment will include:

- A flexible working environment and work style, supported by ICT systems that enable staff to work at their own workstation, at other workstations in the Council's offices, at home, or any other location that is appropriate.
- Open plan working will be the norm. Standard workstations and sufficient cellular space will be provided for private working and meetings.
- Alternative workplace settings will be provided in the form of meeting rooms, study carrels, breakout areas and informal open plan meeting spaces.
- The working environment will support collaborative working. It will encourage communication, innovation and interaction between staff across the Council.

Successful delivery of the accommodation plan and flexible working requires the adoption of innovative technology solutions to enable distributed working.

The Council has adopted the following key ICT initiatives to support this:

Project Signal – this deals with voice and data networks plus mobile and fixed telephone systems.

Desktop 2012 – this deals with the provision of personal computing provision.

The intent from these and other ICT projects is to have improved technology in place during the planning and delivery of the OAS.

13.4 Fitting Out Requirements

In the base line case, it is anticipated the Council's new build accommodation space will be provided to Cat "A" standard. However the developer is invited to propose a variant solution to provide to Cat "B" standard including furniture, fittings and equipment.

Further details defining corporate furniture and fittings will be provided at ISD stage.

13.5 Orientation

Carry out site analysis to determine the orientation of the site(s) and potential building(s) to maximise passive design and reduce the building's environmental impact.

13.6 Core Elements

Ensure that the distances between any principle and secondary cores are maximised so that they serve the largest possible floor area. In addition the locations should allow the floor plate to be subdivided into smaller elements with the minimum of circulation space.

The location of the principle core to the ground floor should aim to reduce travel distances from the building reception to the lifts and associated accommodation stairs.

13.7 Design Life

Appropriate lifespan for materials, good quality construction and ease of maintenance are significant economic benefits for owners and occupiers. The major elements of the development will have varied life spans as follows:

Element	Design Life
Structure	60 years
Cladding	30 years
Mechanical services Major items	25 yrs, terminal units 15 yrs
Electrical services Major items	25 yrs, terminal units 15 yrs
Ceilings, floors, floor coverings	10 years
Finishes	15 years
Lifts	25 years
Telephone & data systems	20 years

Short life materials such as mastics in external walling should be avoided where possible

13.8 Structure

Foundations will be designed to suit the ground conditions and the Developer should allow for carrying out any necessary ground investigation and, when complete, publishing a the Ground Investigation Report.

The specification for substructure concrete will take due consideration to water content and water sources so as to minimise the use of potable, treated water from the mains supply so as to match the water management philosophy of the project.

Any basements formed should be fully tanked; the waterproofing installation is to have a 25 year guarantee.

The superstructure should be designed for a super imposed loading of 2.5 kN/m² + 1.0 kN/m² for lightweight partitions. Plant room areas are to be designed for a super imposed loading of 7.5 kN/m². Overall stability is to be demonstrated and any proposed insitu concrete stairs or lift cores or shear walls should extend down to the foundations.

The concrete slabs under the raised access floor will be sealed with anti-dusting paint.

13.9 Planning/Structural Grid

The planning grid is the means of co-ordinating components of the structure, fabric, services and finishes. This includes the column grid, mullion spacing, ceiling layout and partition grid.

A planning grid of 1.5m x 1.5m is the preferred standard in the UK as it supports efficient planning of circulation and work space.

The structural grid should be a multiple of the planning grid. However, it should be as large as possible to maximise flexibility.

13.10 Circulation

Primary circulation as a percentage of the net internal area should be equal to or less than 15% with a maximum of 22%.

13.11 Envelope

The envelope provides the interface between the controlled internal environment of the building and the variable external climate. Therefore the design and performance specifications must be developed in tandem with the building services strategy in order to contribute to reducing the building's energy consumption whilst achieving the necessary day lighting levels.

13.12 Externals, Roofing and Walling

The layout and design of the external elements of any new buildings e.g., façade materials and finishes should take due regard of the Council's aspirations for the project. All materials will comply with the Part L Building Regulations. Materials could include the following:

Externals

Combinations of hard wearing concrete/masonry products such as reconstituted stone, rain screen cladding systems, precast concrete wall panels, concrete block work or similar.

Composite rain screen cladding system, with a stone effect finish all fixed back to the primary structure.

Preformed aluminium composite cladding panels combined with the glazing system.

Powder coated aluminium screens, or similar, to the external plant enclosures at roof level.

Colours are to be as approved by Council.

Roofing

Single ply loose laid waterproof membrane system, mechanically fixed through-underlying insulation into profiled steel roof decking or concrete deck etc. All joints, laps, abutments to be installed utilising the proprietary system components to provide a fully waterproof membrane.

Product guarantee for the all the roofing systems to be for 25 years.

Polyester powder coated aluminium fascias and soffits as necessary.

Allocation of roof space will be provided for the installation of satellite dishes and radio aerial mast subject to space availability and approval of the Council.

A 'Mansafe' system should be provided to allow safe roof access and maintenance to all roof areas including two sets of harnesses and lanyards.

If proposed external rainwater goods to be polyester powder coated aluminium, square section gutters and circular downpipes as required. If internal rainwater pipes are required they will be formed from cast iron or HDPE.

Walling

All windows, curtain walling and glazed doors are to use a recognised proprietary system e.g., 'Schuco' or equal approved. Any system should comprise of fully thermally-broken, polyester-powder-coated (to an agreed RAL colour), aluminium heads, cills, mullions and transoms complete with factory-sealed, double-glazed units with glazed and insulated spandrel panels, where necessary and indicated on the drawings. The external panes of all glazing will be tinted 'anti sun glass'. Inner pane glass to be toughened/laminated throughout to negate thermal shock fracture and to comply with Part N of the Building Regulations.

Product guarantee for the window systems to be for 25 years.

Capless glazed curtain walling or similar approved to be installed to form the entrance pods to Building A and Building B.

Glazed curtain walling, windows and doors shall be detailed as "robust details" to achieve the required air tightness. In particular, they shall be sealed around their perimeter and to any adjoining element in a manner that is to maintain air-tightness without cracking, whilst allowing for thermal expansion and general building movement.

Any opening lights to windows are to be easily operable by occupiers.

If the glazing is to be cleaned from outside allow for static or non-static access equipment. The developer proposal should identify the selected technique e.g., abseiling, pole cleaning or from a "cherry picker".

Solar Shading

If appropriate design proposals should show the visual appearance of any external solar shading systems, e.g., fixed vertical systems, motorised polyester powder coated aluminium vertical systems or horizontal polyester powder coated aluminium or similar. Louvres to be framed and individually hinged to allow for cleaning glass behind.

All windows will be capable of having internal glare / thermal control blinds easily fitted.

External Doors

Where not forming part of a curtain walling panel or window section, external doors to be PVF2 coated steel doors and frames incorporating glazed vision panels where necessary with toughened safety glass.

External doors will have locking studs and conduits to receive alarm cabling. Fire escape doors to be fitted with heavy duty touch bar panic latches. Ironmongery to be heavy gauge brushed finish stainless steel.

Stainless steel finished Frameless glazed revolving doors to the main entrances, which maintains an air lock, with wheelchair access doors to either side.

13.13 Stairs

Should be designed to meet the maximum envisaged occupancy on the floors and be located to encourage use of inter-floor circulation.

Lighting and finishes should encourage people to utilise the stairs. Simple painted plasterboard to walls with self-finished concrete soffits are acceptable. Treads of carpet, rubber or self-finished concrete will suffice along with metal balustrades and handrails.

13.14 Lifts

Should be designed and located to ensure the efficient movement of people and goods through the building.

Lift car interiors are generally regarded as an integral part of the entrance hall design and it is appropriate to carry the floor finish through into the lift car. Other finishes should be good quality and selected from the manufacturer's standard range. Passenger lifts used for occasional goods use should be provided with an appropriate means of protection.

Arrangement for dealing with lift entrapment and contacting the out of hours maintenance/security services will need to be agreed.

13.15 Internal Walls and Partitions

Where not forming part of the building superstructure, internal solid walls will generally be dense concrete blockwork. Plasterboard on metal or timber studs with acoustic treatment, will be used where appropriate to subdivide areas.

13.16 Joinery and Internal Doors

Doors generally to be full height solid core flush HW veneer faced (FSC certified).

Door linings, skirtings, architraves and window boards to be formed from matching HW solid sections (FSC certified) with concealed fixings.

Vision panels to all corridor and staircase access doors to be glazed with fire rated clear glass where required.

Door linings and architraves to be solid with concealed fixings. All door sets to be complete with intumescent strips and smoke seals as required.

Allow for all skirtings to be nominally 200 x 25mm, profiled to detail.

Ironmongery to be from a proprietary range e.g., Dryad or similar approved. Ironmongery to be appropriate to the location of the door and to be heavy gauge brushed finish stainless steel with appropriate ancillary fittings.

13.17 Ceilings

Good quality modular polyester powder coated perforated metal ceilings, fully integrated with the planning grid and with a regular layout for luminaires, grilles and other service elements with non-visible suspension system.

All fittings and access zones are to be located in the area of the perforated tiles leaving solid tiles free to accept partitioning etc.

The perimeter ceiling is to be formed from a plasterboard soffit incorporating a blind box to suit the external wall detail.

Allow for all necessary ceiling plenum barriers to comply with Building Regulations.

All suspended ceilings, where provided, are to comply with the relevant recommendations and performance requirements of BS 8290 for the selection and assembly of components and materials. The whole system is to be installed in accordance with the recommendations of BS8290: Part 3 and the current SCA Codes of Practice.

Plantroom areas are to have no ceiling finish other than the soffit of roof constructions. Porous surfaces to be sealed with proprietary applied finish.

13.18 Raised Floors

Medium grade floors for office areas with strengthening considered to routes with heavy traffic and also high load usage areas e.g., notional corridor routes, computer rooms, roller racking etc. Installation to comply fully with MOB PF2 FS/SPU.

Allow for all necessary plenum barriers, fire breaks and closure details including dust sealing any concrete floors prior to the installation of the raised floor to comply with Building Regulations and proposed M&E services philosophy.

14 Mechanical, Electrical and Ventilation – New Build

14.1 Introduction

The project consists of a new build development on the Lambeth Town Hall Parade site and forms part of the Office Accommodation Strategy office rationalisation scheme. The Developer shall produce proposals for the site which satisfy the London Borough of Lambeth Council requirements stated within this document.

Reference should be made to the Architectural section of this document for building fabric details.

14.2 Services Philosophy

The Council's accommodation space will be provided to "Cat A" standard. However, the Developer is invited to provide Cat B fit out proposals for elements of the space where appropriate (i.e. the office accommodation areas).

The principles of Best Practice will be applied wherever possible throughout the design process, to provide the Council with a facility that balances performance with operational cost. Best Practice utilises known technology and modern design and process management techniques to produce systems that operate within sensible parameters, without excessive margins that result in over-design and poor performance.

The design of the mechanical, electrical and public health (MEP) services shall comply with the standards and guidelines provided by the publications listed in Section 6.1

The installation shall be capable of providing a comfortable internal environment throughout the year, incorporating facilities to reduce the use of fossil fuels and minimise building energy consumption.

The services design shall assist in achieving a sustainable and energy efficient facility, prioritising natural methods of illumination and ventilation, although it is acknowledged that there may be situations where artificial lighting, mechanical ventilation and comfort cooling will be required as a result of operational needs or site conditions.

All rooms except service cores, stairways, utility rooms, stores, plant rooms, IT hubs and cleaners' rooms should preferably have direct access to daylight and natural ventilation. Circulation areas should have natural light if possible.

Appropriate provision of standby heating, ventilation and/or cooling equipment is to be supplied where analysis of the requirement indicates that this will be required to enable the effective operation of the building in the event of failure of the primary provision

The arrangement of services should be such that the future layout changes can be accommodated with minimum alteration to the services installation.

The services installation shall be arranged in such a way as to make it possible for reasonable sections of the building to be sub-let.

Provision shall be made for diverse routing of power and data into the building.

Zoning of areas anticipated to have different usage patterns will be required.

14.3 Design Criteria

Design parameters for environmental conditions shall be as indicated below. Where no specific requirement is stated, the applicable CIBSE design guide figures shall be used.

[Bidders are also referred to the Sustainability Section \(Section 9 of this document\) and the requirement to comply with the Carbon Trust Technology Guide for Heating Controls.](#)

External design air temperature Winter	-4°C, Saturated.
Summer	28°C dry bulb, 20°C wet bulb maximum Chiller and condenser plant will be selected to operate at a summer external condition of 35°C, albeit at reduced capacity.
Internal air temperatures Occupied Areas	21°C minimum in the winter Generally 22°C to 25°C dry bulb in the summer and not exceeding 28°C for more than 1% of the year, in accordance with CIBSE adaptive comfort model.
Common areas (e.g. secondary staircases, toilets, store rooms, etc)	18°C minimum
Plant rooms and service risers	10°C minimum winter
Air velocities in occupied areas	In accordance with BS EN ISO 7730 for Moderate Thermal Conditions.
Ventilation Rates Occupied areas	12 l/s/person fresh air provision where provided by a mechanical ventilation mode, minimum. Mechanical and/or natural ventilation rates shall be as detailed in Building Regulations Part F.
Toilet areas	As detailed in Building Regulations Parts B & F.
Kitchens	As detailed in Building Regulations Part F and HVCA DW 172.

Internal heat gains (approximate)	
Artificial lighting	12 W/m ²
Office equipment	25 W/m ² Spare plant capacity provision and diversified heat loads shall be provided in accordance with BCO (2011)
Server areas	In accordance with Council ICT equipment requirements. Details to be obtained from the ICT department.
Acoustic Criteria (noise generated by HVAC equipment)	Noise levels in office areas will meet BCO (2011) standards
Open plan office areas	NR38 (Leq, occupied and furnished)
Cellular offices and meeting rooms	NR35 (Leq, occupied and furnished)
Toilets and common areas	NR40
Boiler plant rooms	NR70
Ventilation plant rooms	NR70
External criteria	As required by Local Authority
Approximate Electrical Loadings	
Lighting	12W/m ²
Small Power	20 W/m ²
HVAC Plant	50 W/m ²
Lifts	10W/m ²
Servers	To be advised by Council ICT department
Average Lighting Levels	
Office areas and meeting rooms	400 lux on the working plane
Reception	300 lux
Toilets	150 lux
Stairways	200 lux
Plant Rooms	150 lux
External	20 lux

The above figures are for guidance only. The Developer shall liaise with the Council to determine precise requirements.

14.4 Systems to be Provided

The following mechanical and public health services systems shall be provided:

- Incoming gas services, (metered at point of entry and as required by Part L of the Building Regulations)
- Incoming water services, (metered at point of entry and as required by Part L of the Building Regulations)
- Heating, ventilation and comfort cooling installations, as necessary
- Toilet extract ventilation installations
- Specialist ventilation installations
- Cold water storage and distribution
- Hot water generation and distribution
- Rainwater harvesting systems
- Specialist water features (if required)
- Above-ground and below-ground soil and waste systems
- Surface water drainage
- Rainwater harvesting
- Building Energy Management System (BEMS)
- Smoke control (if required)
- Fire fighting installations
- Passenger and goods lifts

The following electrical systems shall be provided:

- Incoming electrical services, (metered at point of entry and as required by Part L of the Building Regulations)
- External/security lighting installations
- Emergency lighting installations
- Fire detection and alarm systems
- Lightning protection
- Earthing and bonding
- Car parking barrier and access controls, if applicable
- LV switchgear
- Small power distribution
- General lighting installations
- Feature lighting installations
- Public address (if required)
- Electronic security and access control
- Internal CCTV extending to building perimeter external areas
- Disabled WC alarms

- Refuge alarms
- Panic alarms

14.5 Natural Gas

An low-pressure natural gas supply shall be provided to the building, via local infrastructure, where required. The gas supply is to be routed into a naturally ventilated gas meter room, with an installed gas meter.

14.6 Heating

Consideration shall be given to the use of non-fossil fuels and to the minimisation of fossil fuel use. High efficiency systems such as Ground Source Heat Pumps should be considered. Wherever a fossil fuel energy source is to be used it shall be natural gas. Consideration should be given to the possibility of connection to a local district heating scheme and to possible future connection to a district heating scheme.

Plant should be sized taking into consideration summer and winter loads, with optimisation and compensation, frost protection and night set back facilities, or equivalent to achieve the specified internal temperatures at the stated external design temperature. The installed plant shall be capable of heating the building to the desired temperatures within 2 hours of start up. Heat emitters should be selected to maximise the effective use of space.

The building should be zoned to allow for areas of different occupancy levels and durations of occupation. These zones should be controlled by the Building Energy Management System (BEMS) to reflect the occupancy levels and their duration, and have the capability to be adjusted if these change during the operational life of the building. Heating set points must be capable of being adjusted for each zone and for operating hours to be extended.

The rating and efficiency of any boilers shall be compliant with the requirements specified in Part L of the Building Regulations, and shall be high efficiency, low NO_x in accordance with BREEAM requirements.

The heating system shall be designed and installed to be inherently resilient, including the provision of a standby plant and pumping arrangements.

14.7 Ventilation and Air Conditioning

Maximum use shall be made of natural ventilation, subject to local heat gains, space temperatures, statutory or design requirements. In accordance with the Building Regulations, Local Authority requirements and good practice, specific areas such as toilets, bathrooms and shower rooms should employ mechanical ventilation.

Where design requirements cannot be reliably met by natural ventilation, mechanical ventilation should be employed to maintain the required conditions.

Only where natural ventilation or mechanical ventilation cannot meet the design conditions should comfort cooling be considered. Control of humidity will not be required.

The Computer Equipment Room is to be provided with independent 24 hour cooling, together with humidity control if required.

Air Handling Units shall, where possible incorporate heat recovery to maintain energy efficiency.

Sample thermal modelling is to be undertaken as part of the design process to demonstrate that the maximum temperature requirements will not be exceeded with the modelling data provided. Full thermal modelling is to be provided for any identified hot spots and the Developer shall provide all solutions, including necessary cooling provision.

Grilles and diffusers should be selected and positioned to provide even air distribution and avoid cold draughts.

14.8 Building Energy Management System

An integrated Building Energy Management System (BEMS) designed in accordance with the CIBSE Guide H: Building Control Systems is to be provided to monitor and control plant and engineering services within the building. The BEMS shall be open protocol and shall interface with the building ICT system.

The BEMS is to utilise localized, intelligent, stand-alone microprocessor based outstations that incorporate distributive intelligence and direct digital control (DDC) methodology. The outstations are to be fully networked. The completed network shall be engineered such that it forms an overall integrated knowledge based management system.

Outstations fitted within motor control centres (MCC) panels shall be programmable devices and shall supervise associated items of main plant and equipment. Terminal units shall typically be provided with devices linked via a network. Outstations shall share data and operate in conjunction with one another, via the communications network, but are to be capable of stand-alone operation, in the event of network failure. The BEMS shall control and/or monitor the mechanical, electrical, public health and fire systems.

Graphical representation shall be provided at the head end that can be web-accessed from any authorised terminal for read only access.

The network communication link and BEMS are to be designed to have sufficient versatility, diversity and UPS back-up such that in the event of a mains power failure or the loss of a particular section of the network installation it continues to operate and communicate with no adverse affects.

The BEMS will include an uninterruptible power supply (UPS), to protect the software and control logic from unforeseen interruptions in the power supply.

The BEMS shall be designed to ensure optimum usage of energy resources.

The BEMS is to have the facility to be interrogated locally and also to be interfaced with other remote monitoring facilities. The system should be capable of supporting BACnet browser-based web access and Modbus over TCP/IP at management level with support of Modbus and BACnet at Field level. The energy management system must include zone control, time clocks, weather compensation and space temperature sensors.

14.9 Cold Water Service

An independent, metered, mains water supply shall be provided to the building from the local Water Authority infrastructure.

The incoming mains will serve a break tank and booster set with run and standby pumps and integral automatic controls to serve all sanitary appliances. Spare capacity will be included to serve future drinking water points (e.g. two per floor level).

Cold water storage should be sized to ensure adequate turnover.

Flow rates to toilet areas will be monitored by leak detection systems and shut off if excess flow is detected. In addition, shut off valves shall be provided to isolate cold water supplies during periods of non occupation.

The domestic water services will be designed to minimise the use of water.

To minimise the use of processed water rainwater harvesting tanks will be incorporated to serve the flushing WCs.

Drinking water supplies should be provided to staff break-out areas to feed vending machines.

All water delivered from installed outlets should be potable.

14.10 Hot Water Service

All water heating and hot water delivery systems must comply with HSE requirements relating to the control of Legionella. Where used for hand washing hot water temperature at the point of delivery should be limited to minimise the risk of scalding with a maximum temperature of 43 +/- 2 deg.C.

Consideration in designing the hot water system should be given to minimising the use of fossil fuels. Hot water generation may be linked to the heating system but consideration should be given to maintaining efficiencies during the summer period

A solar thermal collector system should be used to pre-heat the incoming cold water supply.

All water delivered from installed outlets should be potable.

Shower and tap mixer valves shall be fail safe thermostatic type which shall cut off to prevent water flow in the event that the cold water feed is interrupted, as a minimum to comply with BS EN 1111/ BS EN 1287 and the TMV3 scheme.

14.11 Drainage

The drainage system should be installed to comply with Local Authority requirements.

The drainage system shall connect to the public sewerage system and shall incorporate above-ground and below ground drainage systems, pumped if necessary.

Above ground horizontal drain runs should be limited where practicable and adequate rodding eyes should be installed for maintenance purposes.

To prevent air from the drainage system entering the building each of the sanitary appliances shall incorporate a water seal at the point at where they discharge into the drainage system.

The design of the entire drainage installation shall be compliant with all relevant regulations and guidance.

A separate system of underground gravity drainage shall be provided to drain the surface water from the site, via appropriate petrol interceptors as necessary to the connection to the surface water sewer.

Surface water run-off must be attenuated using sustainable urban drainage systems (SUDs) and not discharged directly into the sewer.

14.12 Plant Space and Access

The design of all plant rooms and plant areas shall ensure that there is safe and effective access for the inspection, maintenance and removal/replacement of plant. The installation shall be designed for ease of the future maintenance and as such shall comply with the requirements of the Construction (Design and Management) Regulations.

The location of ventilation plant must carefully consider air quality and potential sources of contamination both from the building and externally.

Access hatches are to be located, where possible, in non-critical/operational areas to prevent disruption to users.

14.13 Service Risers

Where the demise extends over more than one floor level, major vertical ductwork, electrical and pipework runs shall be kept within riser shafts at services cores and adjacent the plant rooms. Electrical and mechanical services should be segregated. Riser access shall be via access doors from circulation spaces

The location of any service risers and ducts serving the Demise shall be co-ordinated with the structure. Access to all engineering and utility services should facilitate ease of maintenance, which should be safe and able to be effectively undertaken. Space should be provided to give flexibility for future re-planning and re-modelling of the services. Services should be designed to facilitate change of use without disruption or significant change to structure.

14.14 External Plant

Major plant and equipment shall be located at roof level where practical.

Any external plant serving the demise shall be integrated into the overall scheme design concept. Space provision may be required for additional Council plant (subject to confirmation).

Consideration should be given to the provision of passive solar control to external plant areas, utilising external brise soleil to south, south-west and south-east elevations. Provision of anodised aluminium solar shading louvres or similar shall be developed in conjunction with Part L2 calculations.

14.15 Electrical Supply & LV Distribution

Electrical Services are to be fully compliant with the latest Edition of the IET Wiring Regulations (BS 7671).

The resilience of the electrical supply and distribution system and the capacity of any secondary power sources such as uninterruptible power supplies (UPS) should be established following assessment of business continuity risks. As a minimum, suitable cable connection should be provided to allow the connection of a standby generator to meet the full building load. A suitable location for the generator is to be incorporated into the design.

Transient surge suppression shall be provided to the Computer Equipment Room and the feed shall be from a separate breaker to the rest of the building.

Small power distribution systems shall incorporate the provision of RCBO circuit protection.

The design/installation of the distribution systems includes spare capacity of 20% over and above the maximum calculated load on each sub main, for future development.

Sufficient additional socket-outlets (RCBO protected) should be provided to enable the use of cleaning equipment without the need to use extension leads. (Floor cleaning equipment having 9m-long power cables).

Distribution boards shall be lockable and shall incorporate a minimum of 20% spare ways. All distribution wiring shall be concealed.

Power factor correction will be fitted to achieve 0.95pf when the building is occupied

Sub-metering shall be installed to satisfy the requirements of Part L of the Building Regulations.

14.16 Standby Electrical Supplies

Space for a standby generator may be required including adequate space provision for exhaust, ventilation, fuel storage, cable routing and noise attenuation, etc. The Council will confirm regarding this requirement and the Developer shall make allowance for adequate space accordingly.

14.17 Uninterruptible Power Supplies

Installation of uninterruptible power supplies (UPS) should be considered wherever they provide a significant benefit to business continuity. The Developer shall ensure adequate provision for space, cooling, ventilation, etc.

14.18 Lighting

The lighting installation shall satisfy the requirements stated within Part L of the Building Regulations.

The lighting scheme shall provide an aesthetically pleasing environment throughout, whilst recognising the demands of functionality in specific areas.

Daylight is generally considered to provide the best colour rendering and the design of the building should maximise the benefits of natural light. Wherever possible, rooms and corridors should receive natural light. Where work is carried out under artificial light due to both the design of rooms and the availability of daylight, the artificial lighting must ensure good colour rendering by using, for example, intermediate or warm fluorescent lights, daylight tubes etc.

Glare must be minimised for the comfort of staff, particularly relating to Visual Display Terminal (VDT) use.

Low energy fittings should be used wherever possible. All fluorescent tubes, lamps etc should be long life type.

Light fittings and illumination levels for offices should be in accordance with CIBSE LG3 and LG7. Where VDTs will be routinely used, lighting should comply with the requirements of the Health and Safety (Display Screen Equipment) Regulations 1991.

Office Luminaires will be dimmable through a daylight linked control system as well as PIR occupancy control.

The luminaires in office areas will be set out on an open plan basis. The lighting shall be designed to provide an average illuminance of 400lux on the working plane at a uniformity of 0.8, in compliance with CIBSE Lighting Guide 7.

Where appropriate, levels of natural and artificial light must be capable of being locally controlled by those occupying the internal space. Individual switching should be provided in all areas to allow isolation of luminaires adjacent to windows and to make use of available daylight. Switching of meeting room lighting should be arranged to allow for the seating layout required. Dimming should be provided to all meeting room fittings.

Care should be taken that light fittings are easily accessible for lamp replacement.

Removal of luminaires for maintenance/replacement purposes shall not require the disconnection of the fixed wiring. Lighting of stairways and circulation areas shall be supplied from separate circuits differing from those serving general areas with a minimum of two circuits supplying designated escape routes. Diffusers shall be tethered to the main body of the fitting.

Passive infra-red occupancy controls for energy saving shall be provided in suitable areas (e.g., WCs and other infrequently occupied areas).

Lighting of any core(s) and circulation areas shall be centrally controlled with the provision of local switching where appropriate. Time switch and photocell control functions are to be provided for external lighting, as well as provision for central control of some exterior lighting where required.

A variety of luminaire types including uplighters, downlighters, wall and ceiling washers, shall be used to create a visually attractive environment. In all cases, emphasis will be given to the use of high efficiency fittings using LED units or fluorescent fittings, fitted with high frequency electronic control gear to provide improved visual comfort, reduced noise levels and ensure running costs are at a minimum. In rooms where VDTs are being used, luminaires with suitable diffusers will be provided.

Automatic lighting control is to be provided throughout the building. Illumination level detectors and presence detectors shall be utilized to enable control of both the operation and intensity of luminaires

Colour rendering should be appropriate to the room use

The lighting installation will be designed to comply with the latest guidance including the following publications:

- BS EN 12464-1: Lighting for Workplaces
- CIBSE Lighting Guide 3 "Lighting for Visual Display Terminals"
- CIBSE Lighting Guide 7: Office Lighting
- IES Technical Report on the Daytime Lighting of Buildings

14.19 Exterior Lighting

Roadways, paths, car parks and cycle racks will be illuminated in accordance with the relevant Lighting Guides, British Standards and BREEM. External lighting shall also comply with the requirements of "secured by Design" if required by terms of planning conditions.

All external areas, including car parks shall appropriate lighting in accordance with CIBSE guidance. Sustainable feature lighting is to be provided where possible.

The consideration of light spill is an important aspect regarding the neighbours. The phased/zoning of external lighting is to be designed and provided to minimise light pollution after agreed hours, whilst being sufficient for safety and security purposes.

Adequate levels of lighting to pedestrian and vehicular routes and parking spaces shall be provided as necessary for the safety of visitors and staff accessing the demise during the hours of darkness.

Any lighting incorporated within the external areas shall satisfy Health and Safety requirements, and shall be vandal-resistant.

14.20 Emergency Lighting

The emergency lighting installation shall be designed and installed in accordance with BS5266 Part 1 and CIBSE Technical Memorandum TM12.

The installation shall comprise either self contained battery luminaires or local inverter/battery units serving the general lighting luminaires, with the exception of final exit doors to staircases and from the building where maintained luminaires fitted with signage shall be installed. The luminaires shall be arranged to operate on failure of the 'normal' local lighting circuit and shall provide three hours back up.

The system shall unless otherwise agreed utilise LED technology.

Local test key switches shall be provided to allow routine maintenance and testing of the system or be an addressable self test system with the facility for zonal key switches.

Suitable emergency lighting is to be provided externally at all escape exit points from the facility.

14.21 Access Control

Electronic access controls with remote control shall be provided to all external doors, together with internal doors where required, e.g. main department access doors and boundaries between staff and public zones. Requirements are to be determined through consultation with the Council. The access control system shall, where possible, be compatible with the systems utilised at other Council properties and prevent tailgating.

Controls for the external car park barrier and/or external gates shall be provided

14.22 Lightning Protection

A lightning protection system shall have been provided as part of the works to comply with the requirements of British Standard BS 6651, to provide adequate protection of the scheme against damage from lightning and to minimise the risk to human life in the event of lightning.

Concealed down conductors are to be installed integrated with the building fabric where possible.

14.23 DDA Systems and Requirements

Induction loop, infrared or radio systems are required for staff and visitors who use hearing aids, or are visually impaired. Disabled toilet areas must be fitted with pull cord alarm, room reset, over-door indication with visual and audible alarm indication at a permanently manned location. Systems are to be compliant with the Equality Act 2010 and with Part M of the Building Regulations. Further requirements are listed in Section 8.4.

14.24 Earthing and Bonding

Earthing and bonding shall be carried out in accordance with the current edition of the IET Wiring Regulations (BS 7671).

14.25 Security

The security systems for the property shall be compatible with the systems installed at the Council's other properties, to permit user cards to be programmed to allow access to more than one building. The design of the security system(s) shall be subject to approval by the Council.

All alarm panels (ie. fire alarm repeater panel, security, disabled) shall be located behind the main reception and shall have a user-friendly display and ample capacity for alphanumeric details of the location of activated sensors.

Where the demise is part of a multi-tenanted scheme, all relevant alarm systems shall include the necessary interfaces with the landlord's system(s).

14.26 CCTV

Internal CCTV coverage should be installed at the following locations:

- Main entrance covering the lobby area and entrance
- Reception desk area to provide coverage and protection for reception staff and coverage of the reception area
- Staff/deliveries entrance
- Boundary between staff and public zones

Cameras shall have anti-glare capability (where applicable) and be capable of capturing identification quality images of all persons.

The CCTV system shall be linked to either a network video recorder at a location as determined by the Council or fitted with a digital video recorder (DVR) which is linked via an IP address to the security team at an off-site location, if required. The DVR system should have the following capabilities:

- Remote IP monitoring and interrogation of the hard drive
- CD/DVD burning facility
- Event alarms to IP address and the streaming of live footage
- Motion sensitive/movement activated recording and camera support to maximise the use of the hard drive
- MPEG4 compression
- 25 frames per second per channel real time recording capability (CIF)
- Minimum 500 Gb hard drive
- 31-day recording capability

The installations shall use colour, high definition cameras (with image quality and view suitable for use in a court of law) linked via a matrix system to a central control area with facilities which allow for live (when required) and time lapse recording. Live monitoring to be available across the facility IT backbone and remotely via the web.

The Developer is responsible for the provision of legally compliant CCTV signage and must produce a siting drawing for Council approval. CCTV signposting shall be provided on all entrances, clearly identifying to all visitors that CCTV monitoring is in use and that the system is owned and operated by the Council, along with a contact telephone number. Additional signs shall be provided in the building, including in stairwells and other public areas.

Internal cameras shall be used to monitor all public corridors, reception areas, entrances and sensitive areas.

Internal cameras are to be of covert design with high quality lenses to allow for zoom and wide angle use without loss of definition.

External cameras shall ideally be pole mounted, with anti-theft collars, looking back towards the buildings to view all external areas, entrances and exits. They are to have pan/tilt/zoom and night vision capability.

14.27 Security/ Locks

Consultation should be carried out with Council staff and advisers at an early stage in the design process regarding security requirements.

Electronic locking systems must be approved by the appropriate fire authority and shall not conflict with or compromise the Means of Escape.

A proximity reader system shall be provided for all electronic access controlled doors.

Zoning of suited locks is to be agreed in advance with the Council.

14.28 Security Systems

An intruder alarm system shall be provided and shall meet the standards of BS EN 50131 and PD 6662. The system is to be linked to all doors and windows and to PIR movement detectors located internally. The security system will be required to interface with the Lambeth LAN.

The alarm signal will be used to activate alarm sounders internally, externally and via a telephone or IP link to an external monitoring station.

The system will be expandable and will be capable of integrating with additional security systems.

14.29 Panic Alarms

The Developer shall liaise with the Council to determine the requirement regarding the provision of Panic Alarms.

Where fitted, Panic Alarm systems should be discreet localised systems reporting to a central monitoring point at the main reception.

14.30 Lifts

The provision of a lift installation is required to provide access to all levels of the building from the main entrance level.

Each lift shall be Equality Act 2010 compliant. Lift cars shall provide access into and within the building for disabled users (including, but not limited to, wheelchair users).

The lifts should be:

- Compliant with Part M of Building Regulations.
- Vandal/damage proof but aesthetically pleasing.
- Appropriately sized.

Where required, banks of lifts to be appropriately controlled to maximise movement.

Provided with emergency phones which must be accessible to the blind, partially sighted, deaf and wheelchair users.

Fitted with disabled friendly controls, information etc (wheelchair accessible height of buttons, tactile numbers, voice messages, and visual alarm).

Provided with internal finishes, such as non-polished stainless steel facilitate cleaning and maintenance.

The lifts shall be energy efficient in operation to European guideline VDI 4707.

Arrangements of dealing with lift entrapment will need to be agreed with the Council.

14.31 Automatic Doors

The Main entrance lobbies are to include automatic doors – the final configuration and controls to be confirmed with the Council.

Internal automatic doors shall be provided where required for Part M compliance.

Conflicts between security and fire escape requirements should be considered at design stage

15 Design Principles for Existing Buildings

15.1 Design Principles

Innovative and sensitive refurbishment of buildings will generate a sound investment for owners and provide occupiers with a contemporary and effective business environment. The scope for refurbishment may range from simple internal refitting to major structural reorganisation of buildings.

The developer's approach, particularly in an historic context, should be to restore authentically, where relevant and where opportunities permit, to introduce a transparent modern vocabulary for new interventions achieving a deliberate architectural 'play' between the old and the new.

The refurbishment of occupied buildings demands that the design, procurement and construction processes recognise the need to safeguard business operational needs and relocation logistics. The developer's should demonstrate how they will contribute significantly to both issues through the strategic aspects of space planning, sequential move planning, consideration of pragmatic construction/cost issues and mitigation of risk.

The developer's approach to refurbishment scope should balance creative instinct with pragmatism, build-ability and an understanding of procurement and programme risk.

15.2 Alterations

It is anticipated that any alterations within the existing building stock will improve the buildings and that should alterations to the building fabric be deemed necessary they should have no detrimental impact on any conservation requirements or listed status.

15.3 Strip Out

The strip out of redundant office/meeting/ancillary accommodation, including the removal of all necessary furniture/fittings, floor finishes (including carpet or vinyl), partitions and ceilings etc., should be allowed for.

15.4 Finishes and Fit-out

Finishes in all areas of the building should be fit for purpose.

15.5 Main Reception

Within existing buildings allow for making good, refurbishing and refinishing all existing marble and terrazzo finishes etc., to walls and floors including making good and redecorating existing paint decorated walls and ceilings.

15.6 Stairs

Within existing buildings allow for making good, refurbishing and refinishing all existing marble and terrazzo finishes etc., to walls and floors including making good and redecorating existing paint decorated walls and ceilings.

Where present allow for making good and/or replace treads of carpet, rubber or self-finished concrete along with metal balustrades and handrails.

15.7 Lift Cars and Lobbies

Within existing buildings allow for making good, refurbishing and refinishing all existing lift car interiors.

15.8 Toilets and Shower Rooms

Within all existing toilets and shower rooms allow for replacing all existing sanitary ware and cubicles with new

In addition allow for making good, refurbishing and refinishing all existing marble and terrazzo finishes etc., to walls and floors including making good and redecorating existing paint decorated walls and ceilings.

15.9 Walls and Doors

Within existing buildings allow for making good, refurbishing and refinishing all core and column walls, skirtings, door leaves and frames.

Where necessary upgrade doors to meet specific acoustic and fire integrity requirements.

15.10 Decorations

Generally allow for emulsion paint decoration to all core walls, columns and other exposed walls.

15.11 Ceilings

Where there are existing suspended ceilings allow for them to be carefully removed and replaced with new good quality modular polyester powder coated perforated metal ceilings, fully integrated with a regular layout for luminaires, grilles and other service elements with non-visible suspension system.

All fittings and access zones are to be located in the area of the perforated tiles leaving solid tiles free to accept partitioning etc.

The perimeter ceiling is to be formed from a plasterboard soffit incorporating a blind box to suit the external wall detail.

Allow for all necessary ceiling plenum barriers.

15.12 Floor Finishes

Where there are existing carpets or vinyl floor finishes allow for them to be carefully stripped and replaced with new.

Generally carpet with a combination of durability, quality and low static plus a minimum recycled content of 50%. Computer rooms and wiring cabinets etc., will use an anti-static vinyl finish (pre-finished on raised floor tiles).

15.13 Fittings

As necessary allow for window blinds and internal signs.

Allow for fire exit and safety equipment signs to be included and installed in accordance with statutory requirements and to be stainless steel with green lettering and symbols, hanging rod illuminated edge plate glass type with stainless steel cover plates.

16 Mechanical, Electrical and Ventilation – Existing Buildings

16.1 Introduction

As part of the London Borough of Lambeth's Office Accommodation Strategy project the buildings detailed elsewhere in the documentation are to be refurbished and the Developer shall produce proposals for the sites which satisfy the Councils requirements stated within this Employer's Requirements document. Works on the Town Hall site shall take into account the property's Listed Building status. Reference should be made to the Architectural section of the Employer's Requirements for building fabric details.

16.2 Services Philosophy

The Council's accommodation space shall be fully refurbished to ensure that it is fit for purpose and to provide a common standard of working environment across all areas of the Civic Accommodation.

The principles of Best Practice will be applied wherever possible throughout the design process, to provide the Council with a facility that balances performance with operational cost. Best Practice utilises known technology and modern design and process management techniques to produce systems that operate within sensible parameters, without excessive margins that result in over-design and poor performance.

The design of the mechanical, electrical and public health (MEP) services shall comply with the standards and guidelines provided by the publications listed in Section 6.1

The installation shall be capable of providing a comfortable internal environment throughout the year, incorporating facilities to reduce the use of fossil fuels and minimise building energy consumption.

The services design shall assist in achieving a sustainable and energy efficient facility, prioritising natural methods of illumination and ventilation, although it is acknowledged that there may be situations where artificial lighting, mechanical ventilation and comfort cooling will be required as a result of operational needs or site conditions.

All rooms except service cores, stairways, utility rooms, stores, plant rooms, IT hubs and cleaners' rooms should preferably have direct access to daylight and natural ventilation. Circulation areas should have natural light if possible.

Appropriate provision of standby heating, ventilation and/or cooling equipment is to be supplied where analysis of the requirement indicates that this will be required to enable the effective operation of the building in the event of failure of the primary provision

The arrangement of services should be such that the future layout changes can be accommodated with minimum alteration to the services installation.

The services installation shall be arranged in such a way as to make it possible for reasonable sections of the building to be sub-let.

Consideration shall be given to the provision for diverse routing of power and data into the building. The Developer shall liaise with the Council to determine their precise requirements.

Zoning of areas anticipated to have different usage patterns will be required.

16.3 Design Criteria

Design parameters for environmental conditions shall be as indicated below. Where no specific requirement is stated, the applicable CIBSE design guide figures shall be used.

External design air temperature Winter	-4°C, Saturated.
Summer	28°C dry bulb, 20°C wet bulb maximum Chiller and condenser plant will be selected to operate at a summer external condition of 35°C, albeit at reduced capacity.
Internal air temperatures Occupied Areas	21°C minimum in the winter Generally 22°C to 25°C dry bulb in the summer and not exceeding 28°C for more than 1% of the year, in accordance with CIBSE adaptive comfort model.
Common areas (e.g. secondary staircases, toilets, store rooms, etc)	18°C minimum
Plant rooms and service risers	10°C minimum, winter
Air velocities in occupied areas	In accordance with BS EN ISO 7730 for Moderate Thermal Conditions.
Ventilation Rates Occupied areas	12 l/s/person fresh air provision where provided by a mechanical ventilation system, minimum. Mechanical and/or natural ventilation rates shall be as detailed in Building Regulations Part F.
Toilet areas	As detailed in Building Regulations Parts B & F.
Kitchens	As detailed in Building Regulations Part F and HVCA DW 172.
Internal heat gains (approximate)	
Artificial lighting	12 W/m ²
Office equipment	25 W/m ²
	Spare plant capacity provision and diversified heat

Server areas	loads shall be provided in accordance with BCO (2011) In accordance with Council ICT equipment requirements. Details to be obtained from the ICT department.
Acoustic Criteria (noise generated by HVAC equipment)	Noise levels in office areas will meet BCO (2011) standards
Open plan office areas	NR38 (Leq, occupied and furnished)
Cellular offices and meeting rooms	NR35 (Leq, occupied and furnished)
Toilets and common areas	NR40
Boiler plant rooms	NR70
Ventilation plant rooms	NR70
External criteria	As required by Local Authority
Approximate Electrical Loadings	
Lighting	12 W/m ²
Small Power	20 W/m ²
HVAC Plant	50 W/m ²
Lifts	10 W/m ²
Servers	To be advised by Council ICT department
Average Lighting Levels	
Office areas and meeting rooms	400 lux on the working plane
Reception	300 lux
Toilets	150 lux
Stairways	200 lux
Plant Rooms	150 lux
External	20 lux

The above figures are for guidance only. The Developer shall liaise with the Council to determine precise requirements.

16.4 Systems to be Provided

The following mechanical and public health services systems shall be provided:

- Incoming gas services (metered at point of entry and as required by Part L of the Building Regulations)
- Incoming water services (metered at point of entry and as required by Part L of the Building Regulations)
- Heating, ventilation and comfort cooling installations, as necessary
- Toilet extract ventilation installations

- Specialist ventilation installations
- Cold water storage and distribution
- Hot water generation and distribution
- Rainwater harvesting systems
- Specialist water features (if required, Council to confirm)
- Above-ground and below-ground soil and waste systems.
- Surface water drainage
- Rainwater harvesting
- Building Energy Management System (BEMS)
- Smoke control (if required)
- Fire fighting installations
- Passenger and goods lifts

The following electrical systems shall be provided:

- Incoming electrical services (metered at point of entry and as required by Part L of the Building Regulations)
- External/security lighting installations
- Emergency lighting installations
- Fire detection and alarm systems
- Lightning protection
- Earthing and bonding
- Car parking barrier and access controls, if applicable
- LV switchgear
- Small power distribution
- General lighting installations
- Feature lighting installations
- Public address (if required)
- Electronic security and access control
- Internal CCTV extending to building perimeter external areas.
- Disabled WC alarms
- Refuge alarms
- Panic alarms

16.5 Existing Services

The Developer should note that existing services are to be retained and reused where appropriate and where they are capable of satisfying the requirements with regard to capacity, efficiency and plant design life (as stated in Section 13.6).

All retained services are to be fully validated, tested and commissioned as part of the project.

16.6 Natural Gas

The Developer shall assess the gas requirements for the sites and ensure that suitable, low-pressure natural gas supplies are provided from local infrastructure. The existing gas intakes should be retained and reused if possible.

The gas supply is to be routed into a naturally ventilated gas meter room, with an installed gas meter.

16.7 Heating

Consideration shall be given to the use of non-fossil fuels and to the minimisation of fossil fuel use. High efficiency systems such as Ground Source Heat Pumps should be considered. Wherever a fossil fuel energy source is to be used it shall be natural gas. Consideration should be given to the possibility of connection to a local district heating scheme and to possible future connection to a district heating scheme.

Plant should be sized taking into consideration summer and winter loads, with optimisation and compensation, frost protection and night set back facilities, or equivalent to achieve the specified internal temperatures at the stated external design temperature. The installed plant shall be capable of heating the building to the desired temperatures within 2 hours of start up. Heat emitters should be selected to maximise the effective use of space.

The building should be zoned to allow for areas of different occupancy levels and durations of occupation. These zones should be controlled by the Building Energy Management System (BEMS) to reflect the occupancy levels and their duration, and have the capability to be adjusted if these change during the operational life of the building. Heating set points must be capable of being adjusted for each zone and for operating hours to be extended.

The rating and efficiency of the boilers shall be compliant with the requirements specified in Part L of the Building Regulations and shall be high efficiency, low NOx in accordance with BREEM requirements.

The heating system shall be designed and installed to be inherently resilient, including the provision of a standby plant and pumping arrangements.

16.8 Ventilation and Air Conditioning

Maximum use shall be made of natural ventilation, subject to local heat gains, space temperatures, statutory or design requirements. In accordance with the Building Regulations, Local Authority requirements and good practice, specific areas such as toilets, bathrooms and shower rooms should employ mechanical ventilation.

Where design requirements cannot be reliably met by natural ventilation, mechanical ventilation should be employed to maintain the required conditions.

Only where natural ventilation or mechanical ventilation cannot meet the design conditions should comfort cooling be considered. Control of humidity will not be required.

Computer Equipment Rooms are to be provided with independent 24 hour cooling (together with humidity control, if required)

Air Handling Units shall, where possible incorporate heat recovery to maintain energy efficiency.

Sample thermal modelling is to be undertaken as part of the design process to demonstrate that the maximum temperature requirements will not be exceeded with the modelling data provided. Full thermal modelling is to be provided for any identified hot spots and the Developer shall provide all solutions, including necessary cooling provision.

Grilles and diffusers should be selected and positioned to provide even air distribution and avoid cold draughts.

16.9 Building Energy Management System

An integrated Building Energy Management System (BEMS) designed in accordance with the CIBSE Guide H: Building Control Systems is to be provided to monitor and control plant and engineering services within the building. The BEMS shall be open protocol and shall interface with the building ICT system.

The BEMS is to utilise localized, intelligent, stand-alone microprocessor based outstations that incorporate distributive intelligence and direct digital control (DDC) methodology. The outstations are to be fully networked. The completed network shall be engineered such that it forms an overall integrated knowledge based management system.

Outstations fitted within motor control centres (MCC) panels shall be programmable devices and shall supervise associated items of main plant and equipment. Terminal units shall typically be provided with devices linked via a network. Outstations shall share data and operate in conjunction with one another, via the communications network, but are to be capable of stand-alone operation, in the event of network failure. The BEMS shall control and/or monitor the mechanical, electrical, public health and fire systems.

Graphical representation shall be provided at the head end that can be web-accessed from any authorised terminal for read only access.

The network communication link and BEMS are to be designed to have sufficient versatility, diversity and UPS back-up such that in the event of a mains power failure or the loss of a particular section of the network installation it continues to operate and communicate with no adverse affects.

The BEMS will include an uninterruptible power supply (UPS), to protect the software and control logic from unforeseen interruptions in the power supply.

The BEMS shall be designed to ensure optimum usage of energy resources.

The BEMS is to have the facility to be interrogated locally and also to be interfaced with other remote monitoring facilities. The system should be capable of supporting BACnet browser-based web access and Modbus over TCP/IP at management level with support of Modbus and BACnet at Field level. The energy management system must include zone control, time clocks, weather compensation and space temperature sensors.

16.10 Cold Water Service

An independent, metered, mains water supply shall be provided to each building from the local Water Authority infrastructure.

The incoming mains will serve a break tank and booster set with run and standby pumps and integral automatic controls to serve all sanitary appliances. Spare capacity will be included to serve future drinking water points (e.g. two per floor level).

Cold water storage should be sized to ensure adequate turnover.

Flow rates to toilet areas will be monitored by leak detection systems and shut off if excess flow is detected. In addition, shut off valves shall be provided to isolate cold water supplies during periods of non occupation.

The domestic water services will be designed to minimise the use of water.

To minimise the use of processed water rainwater harvesting tanks will be incorporated to serve the flushing WCs.

Drinking water supplies should be provided to staff break-out areas to feed vending machines.

All water delivered from installed outlets should be potable.

16.11 Hot Water Service

All water heating and hot water delivery systems must comply with HSE requirements relating to the control of Legionella. Where used for hand washing hot water temperature at the point of delivery should be limited to minimise the risk of scalding with a maximum temperature of 43 +/- 2 deg.C.

Consideration in designing the hot water system should be given to minimising the use of fossil fuels. Hot water generation may be linked to the heating system but consideration should be given to maintaining efficiencies during the summer period

A solar thermal collector system should be used, if possible, to pre-heat the incoming cold water supply.

All water delivered from installed outlets should be potable.

Shower and tap mixer valves shall be fail safe thermostatic type which shall cut off to prevent water flow in the event that the cold water feed is interrupted, as a minimum to comply with BS EN 1111/ BS EN 1287 and the TMV3 scheme.

16.12 Drainage

The drainage system should be installed to comply with Local Authority requirements. The system shall connect to the public sewerage system and shall incorporate above-ground and below ground drainage installations, pumped if necessary. The existing connection shall be retained if suitable.

Above ground horizontal drain runs should be limited where practicable and adequate rodding eyes should be installed for maintenance purposes.

To prevent air from the drainage system entering the building each of the sanitary appliances shall incorporate a water seal at the point at where they discharge into the drainage system.

The design of the entire drainage installation shall be compliant with all relevant regulations and guidance.

A separate system of underground gravity drainage shall be provided to drain the surface water from the site, via appropriate petrol interceptors as necessary to the connection to the surface water sewer.

Consideration shall be given to the provision of surface water run-off attenuation using sustainable urban drainage systems (SUDs) and not discharged directly into the sewer.

16.13 Plant Space and Access

Existing plant rooms and plant spaces shall be retained and reused wherever possible.

The design of all plant rooms and plant areas shall ensure that there is safe and effective access for the inspection, maintenance and removal/replacement of plant. The installation shall be designed for ease of the future maintenance and as such shall comply with the requirements of the Construction (Design and Management) Regulations.

The location of ventilation plant must carefully consider air quality and potential sources of contamination both from the building and externally.

Access hatches are to be located, where possible, in non-critical/operational areas to prevent disruption to users.

16.14 Service Risers

Existing service risers are to be retained and reused wherever possible.

Where the demise extends over more than one floor level, major vertical ductwork, electrical and pipework runs shall be kept within riser shafts. Shafts should, where possible, be located at services cores and adjacent the plant rooms, although reuse of existing should be prioritized. Electrical and mechanical services should be segregated. Riser access shall be via access doors from circulation spaces

The location of any new service risers and ducts serving the Demise shall be co-ordinated with the structure. Access to all engineering and utility services should facilitate ease of maintenance, which should be safe and able to be effectively undertaken. Space should be provided to give flexibility for future re-planning and re-modelling of the services. Services should be designed to facilitate change of use without disruption or significant change to structure.

16.15 External Plant

Any new major plant items and equipment shall be located at roof level where practical.

Any external plant serving the demise shall be integrated into the overall scheme design concept. Space provision may be required for additional Council plant (subject to confirmation).

Consideration should be given to the provision of passive solar control to external plant areas, utilising external brise soleil to south, south-west and south-east elevations. Provision of anodised aluminium solar shading louvres or similar shall be developed in conjunction with Part L2 calculations.

16.16 Electrical Supply & LV Distribution

Electrical Services are to be fully compliant with the latest edition of the IET Wiring Regulations (BS 7671).

The resilience of the electrical supply and distribution system and the capacity of any secondary power sources such as uninterruptible power supplies (UPS) should be established following assessment of business continuity risks.

If required, a suitable cable connection should be provided to allow the connection of a standby generator to meet the full building load. The requirement for implementation of this provision shall be confirmed by the Council. If required, a suitable location for the generator is to be incorporated into the design.

Transient surge suppression shall be provided to Computer Equipment Rooms and the feed shall be from a separate breaker to the rest of the building.

Small power distribution systems shall incorporate the provision of RCBO type circuit protection.

The design/installation of the distribution systems includes spare capacity of 20% over and above the maximum calculated load on each sub main, for future development.

Sufficient additional socket-outlets (RCBO protected) should be provided to enable the use of cleaning equipment without the need to use extension leads. (Floor cleaning equipment having 9m-long power cables).

Distribution boards shall be lockable and shall incorporate a minimum of 20% spare ways. All distribution wiring shall be concealed.

Power factor correction will be fitted to achieve 0.95pf when the building is occupied

Sub-metering shall be installed to satisfy the requirements of Part L of the Building Regulations.

16.17 Standby Electrical Supplies

Space for a standby generator may be required including adequate space provision for exhaust, ventilation, fuel storage, cable routing and noise attenuation, etc. The Council will confirm regarding this requirement and the Developer shall make allowance for adequate space accordingly. The Town Hall presently has generator support from a neighbouring building and the Developer shall investigate the viability and suitability of retaining this arrangement.

16.18 Uninterruptable Power Supplies

Installation of uninterruptible power supplies (UPS) should be considered wherever they provide a significant benefit to business continuity. The Developer shall liaise with the Council to determine their requirements and shall ensure adequate provision.

16.19 Lighting

The lighting installation shall satisfy the requirements stated within Part L of the Building Regulations.

The lighting scheme shall provide an aesthetically pleasing environment throughout, whilst recognising the demands of functionality in specific areas.

Daylight is generally considered to provide the best colour rendering and the design of the building should maximise the benefits of natural light. Wherever possible, rooms and corridors should receive natural light. Where work is carried out under artificial light due to both the design of rooms and the availability of daylight, the artificial lighting must ensure good colour rendering by using, for example, intermediate or warm fluorescent lights, daylight tubes etc.

Glare must be minimised for the comfort of staff, particularly relating to Visual Display Terminal (VDT) use.

Low energy fittings should be used wherever possible. All fluorescent tubes, lamps, etc should be long life type.

Light fittings and illumination levels for offices should be in accordance with CIBSE LG3 and LG7. Where VDTs will be routinely used, lighting should comply with the requirements of the Health and Safety (Display Screen Equipment) Regulations 1991.

Office luminaires will be dimmable through a daylight linked control system as well as PIR occupancy control.

The luminaires for office areas will be set out on an open plan basis. The lighting shall be designed to provide an average illuminance of 400lux on the working plane at a uniformity of 0.8, in compliance with CIBSE Lighting Guide 7.

Where appropriate, levels of natural and artificial light must be capable of being locally controlled by those occupying the internal space. Individual switching should be provided in all areas to allow isolation of luminaires adjacent to windows and to make use of available daylight. Switching of meeting room lighting

should be arranged to allow for the seating layout required. Dimming should be provided to all meeting room fittings.

Care should be taken that light fittings are easily accessible for lamp replacement.

Removal of luminaires for maintenance/replacement purposes shall not require the disconnection of the fixed wiring. Lighting of stairways and circulation areas shall be supplied from separate circuits differing from those serving general areas with a minimum of two circuits supplying designated escape routes. Diffusers shall be tethered to the main body of the fitting.

Passive infra-red occupancy controls for energy saving shall be provided in suitable areas (e.g., WCs and other infrequently occupied areas).

Lighting of any core(s) and circulation areas shall be centrally controlled with the provision of local switching where appropriate. Time switch and photocell control functions are to be provided for external lighting, as well as provision for central control of some exterior lighting where required.

A variety of luminaire types including uplighters, downlighters, wall and ceiling washers, shall be used to create a visually attractive environment. In all cases, emphasis will be given to the use of high efficiency fittings using LED units or fluorescent fittings, fitted with high frequency electronic control gear to provide improved visual comfort, reduced noise levels and ensure running costs are at a minimum. In rooms where VDTs are being used, luminaires with suitable diffusers will be provided.

Automatic lighting control is to be provided throughout the building. Illumination level detectors and presence detectors shall be utilized to enable control of both the operation and intensity of luminaires.

Colour rendering should be appropriate to the room use.

The lighting installation will be designed to comply with the latest guidance including the following publications:

- BS EN 12464-1: Lighting for Workplaces
- CIBSE Lighting Guide 3: Lighting for Visual Display Terminals
- CIBSE Lighting Guide 7: Office Lighting
- IES Technical Report on the Daytime Lighting of Buildings

16.20 Exterior Lighting

Roadways, paths, car parks and cycle racks will be illuminated in accordance with the relevant Lighting Guides, British Standards and BREEAM requirements. External lighting shall also comply with the requirements of "Secured by Design" if required by terms of planning conditions.

All external areas, including car parks shall appropriate lighting in accordance with CIBSE guidance. Sustainable feature lighting is to be provided where possible.

The consideration of light spill is an important aspect regarding the neighbours. The phased/zoning of external lighting is to be designed and provided to minimise light pollution after agreed hours, whilst being sufficient for safety and security purposes.

Adequate levels of lighting to pedestrian and vehicular routes and parking spaces shall be provided as necessary for the safety of visitors and staff accessing the demise during the hours of darkness.

Any lighting incorporated within the external areas shall satisfy Health and Safety requirements, and shall be vandal-resistant.

16.21 Emergency Lighting

The emergency lighting installation shall be designed and installed in accordance with BS5266 Part 1 and CIBSE Technical Memorandum TM12.

The installation shall comprise either self contained battery luminaires or local inverter/battery units serving the general lighting luminaires, with the exception of final exit doors to staircases and from the building where maintained luminaires fitted with signage shall be installed. The luminaires shall be arranged to operate on failure of the 'normal' local lighting circuit and shall provide three hours back up.

The system shall unless otherwise agreed utilise LED technology.

Local test key switches shall be provided to allow routine maintenance and testing of the system or be an addressable self test system with the facility for zonal key switches.

Suitable emergency lighting is to be provided externally at all escape exit points from the facility.

16.22 Access Control

Electronic access controls with remote control shall be provided to all external doors, together with internal doors where required, e.g. main department access doors and boundaries between staff and public zones. Requirements are to be determined through consultation with the Council. The access control system shall, where possible, be compatible with the systems utilised at other Council properties.

Controls for the external car park barrier and/or external gates (where applicable) shall be provided.

16.23 Lightning Protection

A lightning protection system shall have been provided to comply with the requirements of British Standard BS 6651, to provide adequate protection of the property against damage from lightning and to minimise the risk to human life in the event of lightning.

Concealed down conductors integrated into the building fabric are to be utilised where possible.

16.24 Public Address System

Requirement to be advised by the Council.

16.25 DDA Systems and Requirements

Induction loop, infrared or radio systems are required for staff and visitors who use hearing aids, or are visually impaired. Disabled toilet areas must be fitted with pull cord alarm, room reset, over-door indication with visual and audible alarm indication at a permanently manned location. Systems are to be compliant with the Equality Act 2010 and with Part M of the Building Regulations. Further requirements are listed in Section 8.4.

16.26 Earthing and Bonding

Earthing and bonding shall be carried out in accordance with the current edition of the IET Wiring Regulations (BS 7671).

16.27 Security

The security systems for the property shall be compatible with the systems installed at the Council's other properties, to permit user cards to be programmed to allow access to more than one building. The design of the security system(s) shall be subject to approval by the Council.

All alarm panels (ie. fire alarm repeater panel, security, disabled) shall be located behind the main reception and shall have a user-friendly display and ample capacity for alphanumeric details of the location of activated sensors.

Where the demise is part of a multi-tenanted scheme, all relevant alarm systems shall include the necessary interfaces with the landlord's system(s).

16.28 CCTV

Internal CCTV coverage should be installed at the following locations:

- Main entrance covering the lobby area and entrance
- Reception desk area to provide coverage and protection for reception staff and coverage of the reception area
- Staff/deliveries entrance
- Boundary between staff and public zones

Cameras shall have anti-glare capability (where applicable) and be capable of capturing identification quality images of all persons.

The CCTV system shall be linked to either a network video recorder at a location as determined by the Council or fitted with a digital video recorder (DVR) which is linked via an IP address to the security team at an off-site location, if required. The DVR system should have the following capabilities:

- remote IP monitoring and interrogation of the hard drive
- CD/DVD burning facility
- event alarms to IP address and the streaming of live footage
- motion sensitive/movement activated recording and camera support to maximise the use of the hard drive
- MPEG4 compression
- 25 frames per second per channel real time recording capability (CIF)
- minimum 500 Gb hard drive
- 31-day recording capability

The installations shall use colour, high definition cameras (with image quality and view suitable for use in a court of law) linked via a matrix system to a central control area with facilities which allow for live (when required) and time lapse recording. Live monitoring to be available across the facility IT backbone and remotely via the web.

The Developer is responsible for the provision of legally compliant CCTV signage and must produce a siting drawing for Council approval. CCTV signposting shall be provided on all entrances, clearly identifying to all visitors that CCTV monitoring is in use and that the system is owned and operated by the Council, along with a contact telephone number. Additional signs shall be provided in the building, including in stairwells and other public areas.

Internal cameras shall be used to monitor all public corridors, reception areas, entrances and sensitive areas.

Internal cameras are to be of covert design with high quality lenses to allow for zoom and wide angle use without loss of definition.

External cameras shall ideally be pole mounted, with anti-theft collars, looking back towards the buildings to view all external areas, entrances and exits. They are to have pan/tilt/zoom and night vision capability.

16.29 Security/ Locks

Consultation should be carried out with Council staff and advisers at an early stage in the design process regarding security requirements.

Electronic locking systems must be approved by the appropriate fire authority and shall not conflict with or compromise the Means of Escape.

Zoning of suited locks is to be agreed in advance with the Council.

16.30 Security Systems

An intruder alarm system shall be provided and shall meet the standards of BS EN 50131 and PD 6662. The system is to be linked to all doors and windows and to PIR movement detectors located internally.

The alarm signal will be used to activate alarm sounders internally, externally and via a telephone or IP link to an external monitoring station.

A proximity reader system shall be provided for all electronic access controlled doors.

The system will be expandable and will be capable of integrating with additional security systems.

16.31 Panic Alarms

The Developer shall liaise with the Council to determine the requirement regarding the provision of Panic Alarms.

Where fitted, Panic Alarm systems should be discreet localised systems reporting to a central monitoring point at the main reception.

16.32 Lifts

The provision of a lift installation is required to provide access to all levels of the building from the main entrance level. Where possible the existing lift systems are to be retained. If the existing lift systems, renewed as necessary, would not be capable of satisfying the stated requirements, the Developer shall agree with the Council the extent of modifications/alterations to be implemented at each site.

Each lift shall be Equality Act 2010 compliant. Lift cars shall provide access into and within the building for disabled users (including, but not limited to, wheelchair users).

The lifts should be:

- Compliant with Part M of Building Regulations.
- Vandal/damage proof but aesthetically pleasing.
- Appropriately sized.

Where required, banks of lifts to be appropriately controlled to maximise movement.

Provided with emergency phones which must be accessible to the blind, partially sighted, deaf and wheelchair users.

Fitted with disabled friendly controls, information etc (wheelchair accessible height of buttons, tactile numbers, voice messages, and visual alarm).

Provided with internal finishes, such as non-polished stainless steel facilitate cleaning and maintenance.

The lifts shall be energy efficient in operation to European guideline VDI 4707.

Lift entrapment arrangements will need to be agreed with the Council.

16.33 Automatic Doors

The Main entrance lobbies are to include automatic doors – the final configuration and controls to be confirmed with the Council.

Internal automatic doors shall be provided where required for Part M compliance.

Conflicts between security and fire escape requirements should be considered at design stage

17 Fixtures, Fittings and Equipment

17.1 Developers Responsibilities for Fixtures and Fittings

Products and materials are to be robust and, where applicable, demountable/reconfigurable multiple times by non-specialists.

Products and materials are also to be of standard guaranteed on-going production (not bespoke, 'one-offs', 'end of range') with additional and replacement parts to be available 'off the shelf'/immediately/locally and low cost.

Products and materials should be appropriate for use, fit for purpose, hard-wearing, easy to clean/stain proof/stain resistant.

Decorations to be wipe able/washable, paint finishes to be RAL/BS standard colours.

Samples of systems and finishes will be required to be approved by the Council.

17.2 Developer Responsibilities for Equipping

The compliant bid is for a Category B fit out. Bidders are also requested to provide mandatory variant bids to included Fixtures, Fittings and Equipment as defined below.

The mandatory variant submission described as the second variant above, requires the developer to provide furniture within the development. The Developer will be expected to liaise with the Council to provide new furniture, as necessary, to the new building. In principle the Council's furniture standards are as follows:

Desks

New desks should be designed to be capable of being single stand-alone units or combined into bench style multi-person groups.

Dimensions: 1600mm wide x 800mm deep x 720-750mm high. NB: 10% to be height adjustable.

Divider: Allow for a 1600mm wide x 450mm high fabric wrapped acoustic panel.

Optional Divider: Allow for a moveable divider 800mm wide x 300mm high to delineate individual workplaces

Desk return: Allow for a desk return 500mm wide x 800mm deep x 720-750mm high for executive positions.

All new desks should be the same size and style to maximise their flexibility and should be provided with:

Desk top double power socket outlet for chargers etc.

Suspended cradles to house thin client PCs and cable management

Task Chair

Height adjustable arms, seat and back.

Depth adjustable seat.

Back/seat tilt and spring adjustment.

Ergonomic lumbar support back.

Swivel base with castors.

Visitor/meeting Chair

To suite with the task chair. Cantilever frame and matching ergonomic back but without the adjustment.

Storage

- Low storage cabinet: 2 drawer side filer 800mm wide x 450mm deep x 720mm high.
- Medium storage cabinet: 3 drawer side filer 800mm wide x 450mm deep x 1100mm high
- High storage cabinet: Double door, 4 shelf cabinet 800mm wide x 450mm deep x 1850mm high
- Locker: For mobile workers, complete with personal filing/stationery box.
- Lockers should be provided within each breakout area for each member of staff/headcount. Each locker should be equipped with a slot for post and a label holder for a number or name card and be at a height to avoid manual handling problems.
- Coat cabinet: Double door, 1 shelf cabinet 800mm wide x 450mm deep x 1850mm high with ventilation.
- Coat storage should be provided near to breakout areas.
- Team storage should be allocated, in principle, at 2.5 linear metres of storage per desk position (not headcount).
- All storage, including pedestals, to be provided with 4 keys per lock plus a master key.

Breakout Furniture

- Sofa with arms: 1650mm wide x 620mm deep x 640mm high.
- Sofa without arms: 1200mm wide x 620mm deep x 640mm high.
- Easy chair: 620mm wide x 777mm deep x 818mm high.
- Dining chair: Cantilever frame or four legs, stackable, with easily cleanable finishes
- Coffee table: 800mm diameter x 450mm high.

Meeting Furniture

- Small circular table: 800mm diameter x 720mm high for 2-3 people.
- Large circular table: 1000mm diameter x 720mm high for 4 people.
- Small meeting table: 1200mm wide x 1200mm deep x 720mm high for 4-6 people including power and data outlet in table top.
- Medium meeting table: 1200mm wide x 2400mm deep x 720mm high for 6-10 people including power and data outlet in table top.
- Large meeting table: 1200mm wide x 3600mm deep x 720mm high for 10-16 people including power and data outlet in table top.
- In principle the meeting tables should be capable of providing multiple configurations and should have the ability to be broken down or have folding legs/frame.

18 Maintenance

The Landlord ~~shall is not required to provide any repair service to deliver management and maintenance of to the external elements of buildings including major and minor repairs and their associated repair times;~~

~~Major Repairs are assumed to be repairs which are required to ensure that within the Council is able to occupy the premises and carry out their main business activities scope of this project.~~

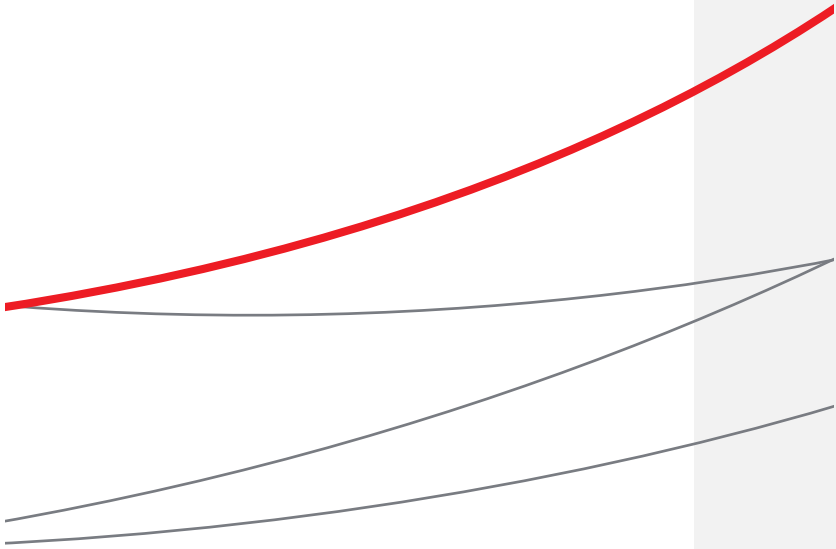
~~Minor Repairs are assumed to be a repair on any fault that is not seen as immediately detrimental and not causing significant operational problems if not attended to.~~

~~As a minimum the existing building standards are to be maintained providing that they meet all current (at development completion date) statutory regulations.~~

19

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echarris.com



v Appraisal

Summary sheet

Scenario in use **5% Land Price Inflation 20% affordable housing**

Returns

Developer Profit on Cost %	7.50%
Council surplus / (deficit) %	(13.27%)
IRR of Project Cashflows %	n/a
NPV of Project Cashflows	(7,546)
IRR of Cashflows to Equity %	n/a
NPV of Cashflows to Equity	n/a
IRR of Cashflows to the Council %	n/a
NPV of Cashflows to the Council	(4,487)

Returns by site

	Income	Development Costs	Other Council costs	Finance Costs	Total	Overage	Site IRR	Site NPV
<i>Council Accommodation incl. Town Hall</i>		(63,507)		0	(63,507)	0	0.00%	(68,402)
<i>Olive Morris House</i>	15,603	0	(234)	0	15,369	0	6.80%	1,576
<i>Olive Morris House Leasehold Saving</i>								3,673
<i>Hambrook House/Porden</i>	12,844	0	(2,543)	0	10,302	0	1.41%	(1,029)
<i>Ivor House</i>	9,223	0	(138)	0	9,084	0	5.88%	685
<i>Phoenix House</i>	19,099	0	(286)	0	18,812	0	8.16%	2,132
<i>Wanless</i>	1,922	0	(29)	0	1,893	0	12.60%	215
<i>Authority Loan (PWLB)5%LI 20%AH</i>				(929)	(929)			
<i>Council Shortfall</i>								
Total (Aggregate) SW2 Project Cashflow	58,690	(63,507)	(3,230)	(929)	(8,976)	0	n/a	(7,546)
Total (Aggregate) Council Cashflow	0	(63,507)	0	(929)	(64,436)	0		plus 3,673 for OMH Leasehold Saving
Total (Aggregate) Non Council Cashflow	58,690	0	(3,230)	0	55,460	0		
Matches ISFT sheet:	TRUE	TRUE	TRUE	TRUE	TRUE			

Base Case surplus/(deficit) per Scenario

	12% Affordable Housing	20% Affordable Housing	40% Affordable Housing
0% Land Price Inflation	(18,369)	(22,306)	(27,637)
5% Land Price Inflation	(3,770)	(8,976)	(15,981)

Exclusions:

Olive Morris House Leasehold Saving NPV of £3,673k
Wynne Road receipt, per paragraph 4.11, of £1,000k.
Third party income and on-going costs.

Project Land Receipts per Scenario

Quarter of Sales	Council Accommodation including To	Olive Morris House	Hambrook House/Porden	Ivor House	Phoenix House	Wanless
	n/a	31-Mar-18	31-Mar-16	30-Sep-17	30-Sep-17	31-Mar-14
0% Land Price Inflation 12% affordable housing	0	13,193	0	8,500	6,804	19,099
0% Land Price Inflation 20% affordable housing	0	9,281	1	8,500	6,804	19,099
0% Land Price Inflation 40% affordable housing	0	6,270	2	6,286	6,804	19,099
5% Land Price Inflation 12% affordable housing	0	20,787	0	12,844	9,223	19,099
5% Land Price Inflation 20% affordable housing	0	15,603	1	12,844	9,223	19,099
5% Land Price Inflation 40% affordable housing	0	11,548	2	10,019	9,223	19,099

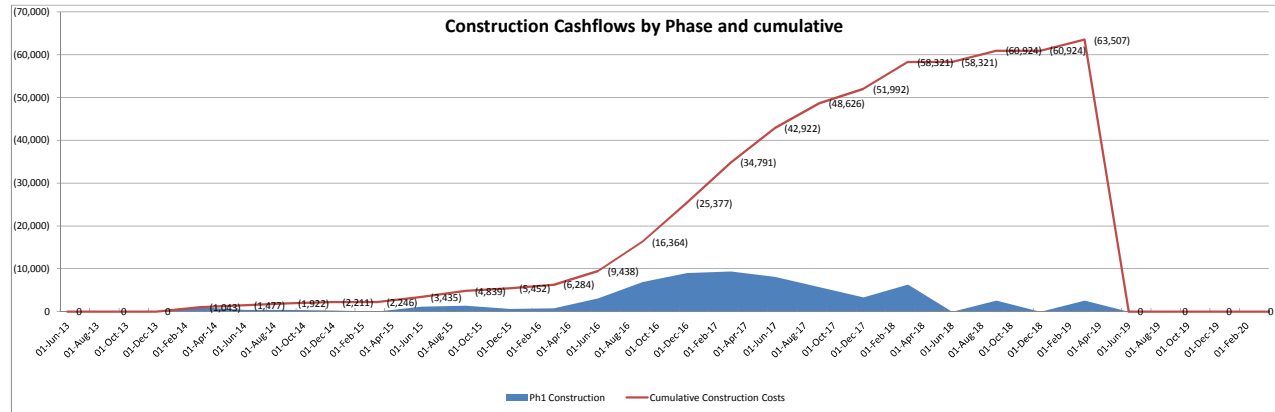
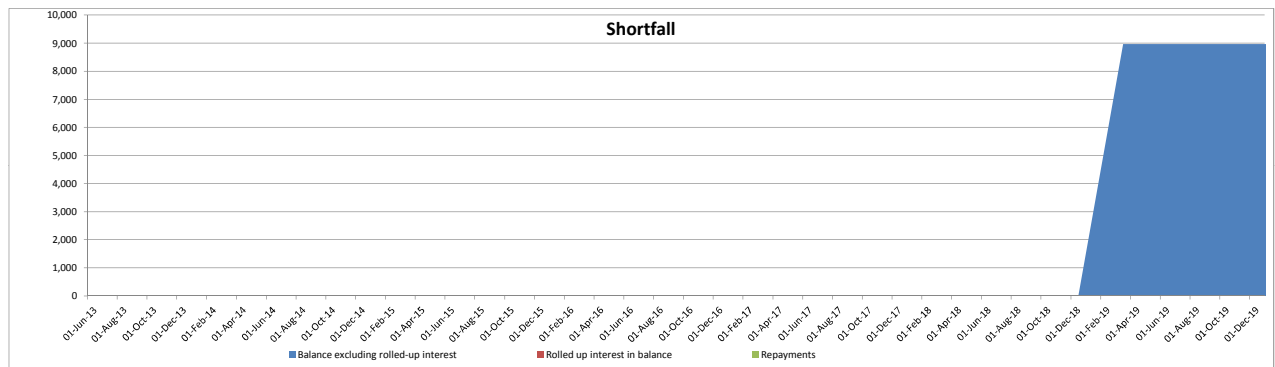
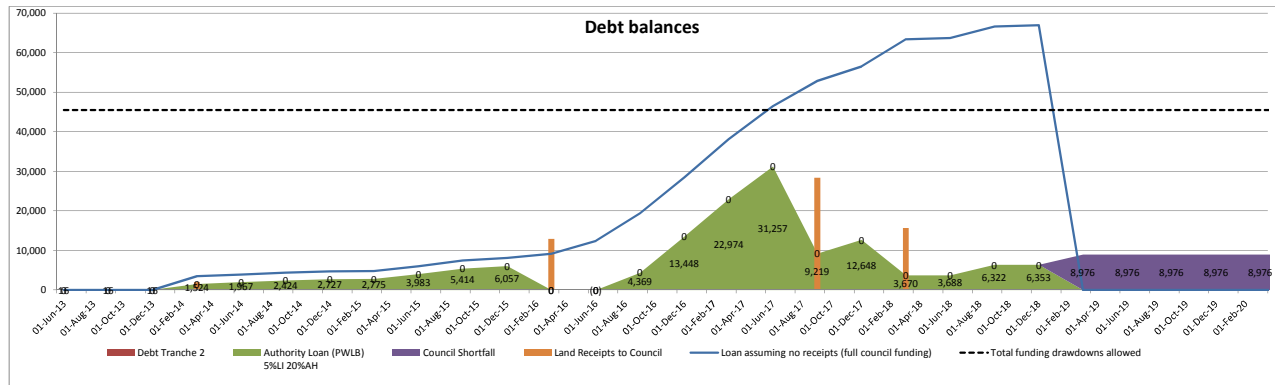
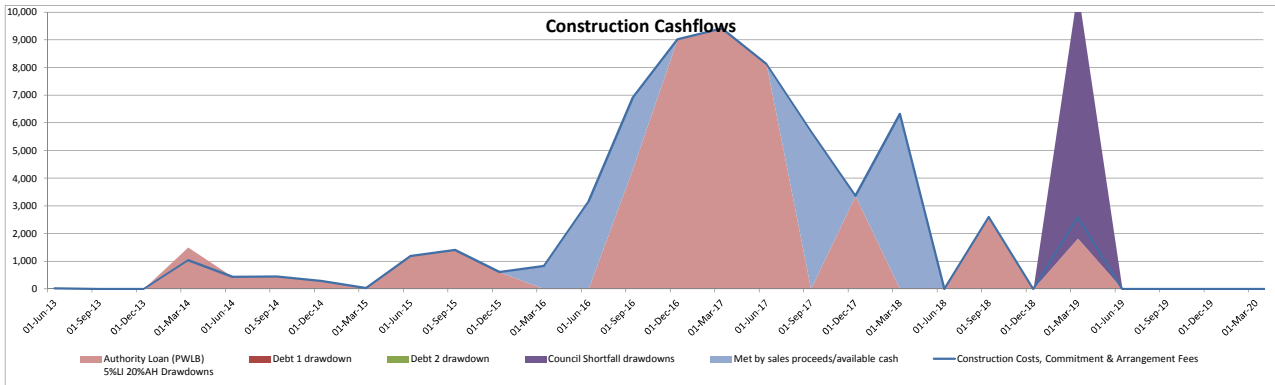
Funding Summary

Peak Consolidated Funding		Date first reached		
Authority Loan (PWLB)5%LI 20%AH (€)	31,257	30-Jun-17	Peak Gearing %	100.00%
Calculated subsidy/shortfall to be funded	8,976	31-Mar-19		
Loan	Authority Loan (PWLB)5%LI 20%AH			
Tranche Gearing	100.00%			
Drawn	As required			
Repaid	CashSweep			
First available	30-Apr-13			
Final repayment	31-Mar-19			
Interest rates:	0.00%			
Swap/base rate:	1.17%			
MLA assumption:	0.00%			
Margin:	0.80%			
Arrangement Fee rate:	0.035%			
Commitment Fee rate:	0.00%			

Lifetime Uses and Sources

Uses		Sources	
Cash Balance	0.00	Opening Cash	0.00
Costs	3,230.35	Land Receipts to Council	58,690.31
Tax paid	0.00		
<i>Total operational uses</i>	<i>3,230.35</i>	<i>Total operational sources</i>	<i>58,690.31</i>
Construction Costs	63,506.63	Sales Proceeds	0.00
<i>Total building-related uses</i>	<i>63,506.63</i>	<i>Total building-related sources</i>	<i>0.00</i>
Debt 1 Commitment and Arrangement Fees	0.00		
Debt 2 Commitment and Arrangement Fees	0.00		
Authority Loan (PWLB)5%LI 20%AH Commitment	15.93		
Debt 1 interest	0.00		
Debt 2 interest	0.00	Debt 1 interest rolled-up	0.00
Authority Loan (PWLB)5%LI 20%AH Interest	913.36	Debt 2 interest rolled-up	0.00
Debt 1 Repayment	0.00	Authority Loan (PWLB)5%LI 20%AH Interest rolled-up	913.36
Debt 2 Repayment	0.00	Debt 1 drawdown	0.00
Authority Loan (PWLB)5%LI 20%AH Repayments	45,539.74	Debt 2 drawdown	0.00
<i>Total Funding uses</i>	<i>46,469.02</i>	Authority Loan (PWLB)5%LI 20%AH Drawdowns	44,626.38
Council Shortfall interest	0.00	<i>Total Funding sources</i>	<i>45,539.74</i>
Council Shortfall repayments	0.00	Council Shortfall interest rolled up	0.00
Share of gross surplus	0.00	Council Shortfall drawdowns	8,975.95
Surplus on scheme	0.00	Share Capital	0.00
<i>Total Equity uses</i>	<i>0.00</i>	<i>Total Equity sources</i>	<i>8,975.95</i>
Total	113,206.00		113,206.00
Balance?	Yes		

Graphs



London Borough of Lambeth - SW2 Enterprise Centre

Proforma Financial Model Output Sheet £'000

Key to shading

Bidder to link outputs to financial model and cashflow

Insert value of cross subsidy from development sites. Value of "Cross Subsidy to Council Development" should equal total "Land Value for Cross Subsidy from Development Sites". Excludes Phoenix House.

Name of Building	Council Accommodation				Development Sites Undertaken by Bidder						Total SW2 Development
	New Council Accom. Inc Town Hall	Olive Morris House	Other Council Site (please specify)	Total Council Development	Hambrook House	Ivor House	Wanless Road	Phoenix House	Olive Morris House	Total Non Council Development	
Key Dates											
Construction Start Date	31/03/2014				31/03/2016	30/09/2017		31/03/2014	30/09/2017	31/03/2018	
Construction End Date	31/12/2018				30/09/2018	30/06/2020		31/03/2015	30/09/2019	31/12/2020	
Sales Start Date	n/a	n/a	n/a	n/a							
Sales End Date	n/a	n/a	n/a	n/a							
Income (£'000)											
Gross Development Value											
- Residential Private											
- Residential Affordable											
- Retail / Commercial											
- Other											
Land Receipts					12,844	9,223	1,922	19,099	15,603	58,690	58,690
Lease Income											
Olive Morris House Leasehold Saving NPV									3,673, not included in total SW2 return below.		
Cross Subsidy Land Value to Council Development	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a		
Total Income	0	0	0	0	12,844	9,223	1,922	19,099	15,603	58,690	58,690
Costs (£'000)											
Land Value for Cross Subsidy of Council Accommodation	n/a	n/a	n/a								
Pre-Implementation Costs	3,023			3,023							3,023
Build Costs (inc. contractor margin)	37,940			37,940							37,940
Refurbishment Costs (inc. contractor margin)											
Contingency Costs	10% in build costs										
Professional Fees	3,394			3,394							3,394
±106 / CIL Costs	383			383							383
Public Realm											
Stamp Duty											
Legal and Sales Fees	150				193	138	29	286	234	880	880
Olive Morris House purchase											
Right of Light Compensations	500			500							500
Hambrook House Option Cost					2,350					2,350	2,350
Total Capital Expenditure	45,390			45,240	2,543	138	29	286	234	3,230	48,470
Other Costs (£'000)											
Developers Profit	4,431			4,431							4,431
Development Management Fee	1,153			1,153							1,153
Project Management Fee											
Sales & Marketing Costs											
Other (please specify)											
Other (please specify)											
Cat A Fit Out Allowance	Included within build costs										
Cat B Fit Out Allowance	8,183			8,183							8,183
FF&E Fit Out Allowance											
ICT Costs Allowance	4,500			4,500							4,500
Other Costs Total	18,267			18,267							18,267
Finance Costs (£'000)											
Senior Debt Interest	913			913							913
Equity Interest											
Senior Debt Fees	16			16							16
Equity Fees											
Mezzanine Interest (if applicable)	n/a										
Mezzanine Fees (if applicable)	n/a										
Other (please specify, including any Council finance)											
Total Finance costs	929			929							929
Total Development Costs	64,586			64,436	2,543	138	29	286	234	3,230	67,666
Net Development Surplus / (Deficit)	n/a	n/a	n/a	(64,436)	10,302	9,084	1,893	18,812	15,369	55,460	(6,976)
Ratios and Returns											
Peak Funding											
Equity (£)	n/a										
Senior Debt (£)	31,257										
Other (£) - please specify, including any Council finance											
Peak Gearing %	100.00%										
Returns											
Developer Profit on Cost %	7.500%										
Developer Profit on GDV %	n/a										
IRR of Project Cashflows %	n/a										
NPV of Project Cashflows	(7,546)										
IRR of Cashflows to Equity %	n/a										
NPV of Cashflows to Equity	n/a										
IRR of Cashflows to the Council %	n/a										
NPV of Cashflows to the Council	(4,487)										

This does not include the Olive Morris House NPV saving or the third party income and on-going running costs.

London Borough of Lambeth - SW2 Enterprise Centre

Proforma Council Cashflow Output Sheet

Key to shading

Input Cell

Period		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Period Start		01/04/2013	01/04/2014	01/04/2015	01/04/2016	01/04/2017	01/04/2018	01/04/2019	01/04/2020	01/04/2021	01/04/2022	01/04/2023	01/04/2024	01/04/2025	01/04/2026	01/04/2027	01/04/2028	01/04/2029	01/04/2030	01/04/2031	01/04/2032	01/04/2033
Period End		31/03/2014	31/03/2015	31/03/2016	31/03/2017	31/03/2018	31/03/2019	31/03/2020	31/03/2021	31/03/2022	31/03/2023	31/03/2024	31/03/2025	31/03/2026	31/03/2027	31/03/2028	31/03/2029	31/03/2030	31/03/2031	31/03/2032	31/03/2033	
Total																						
Contribution / Subsidy Required from Council		£'000's																				
Construction costs	(63,507)	(1,043)	(1,203)	(4,037)	(28,508)	(23,529)	(5,186)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt interest and fees	(929)	(24)	(48)	(106)	(199)	(432)	(120)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales fees and other costs	(3,230)	(2,379)	0	(193)	0	(659)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[Enter Description]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[Enter Description]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contribution / Subsidy Cashflow	(67,666)	(3,445)	(1,252)	(4,336)	(28,707)	(24,620)	(5,306)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Council Contribution / Subsidy		(3,445)	(4,697)	(9,033)	(37,740)	(62,360)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)	(67,666)
Land Receipts to Council		£'000's																				
Olive Morris House	15,603	0	0	0	0	15,603	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hambrook House & 24 Porden Road	12,844	0	0	12,844	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ivor House	9,223	0	0	0	0	9,223	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phoenix House	19,099	0	0	0	0	19,099	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wanless Road	1,922	1,922	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[Enter Site]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[Enter Site]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
[Enter Site]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipts Cashflow	58,690	1,922	0	12,844	0	43,924	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Council Receipts		1,922	1,922	14,766	14,766	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690	58,690
Net Council Cashflow	(8,976)	(1,524)	(1,252)	8,508	(28,707)	19,304	(5,306)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Net Council Cashflow		(1,524)	(2,775)	5,733	(22,974)	(3,670)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)	(8,976)
Other Items																						
Cumulative net cashflow to Mar'19 (construction end)	(8,976)	(8,976)																				
Guaranteed Olive Morris House Saving		138																				
Potential Olive Morris House Saving		138																				
Contribution to scheme cost from OMH purchase by Mar'19	828	828																				
Cumulative Net Council Cashflow inc OMH Leasehold saving at Mar '19	(8,148)	(8,148)																				
Recognise: on-going third party income to Mar'33	3,721	0	0	0	0	0	0	120	168	215	263	278	293	298	298	298	298	298	298	298	298	298
Recognise: on-going maintenance costs to Mar'33	(16,062)	0	0	0	0	0	0	(905)	(967)	(1,048)	(1,023)	(1,101)	(1,123)	(1,292)	(1,183)	(1,269)	(1,370)	(1,280)	(1,195)	(1,137)	(1,170)	(1,170)
Cumulative Net Council Cashflow inc OMH Leasehold saving at Mar '19	(8,148)	(8,148)																				

vi Local Labour Statement

SECTION 1: COOPERATIVE COUNCIL

1.3 JOBS

KAJIMA'S ROLE AS INVESTOR AND DEVELOPER

Kajima employs over 7,700 staff globally. As a developer and investor within the UK we employ 55 staff, 45 of which are based in London at our European headquarters on Baker Street.

We note the London Borough of Lambeth's "More Jobs" campaign, and the priority that this has within the Council. As your Development Partner we will work with Lambeth Working to ensure that the selected Building Contractor and associated supply chain, procured later in the development process, is able to demonstrate and evidence a commitment to creating local jobs and maximising meaningful apprenticeship opportunities throughout the project.

This will require early engagement and collaboration with Lambeth Working, tapping in to the Council's existing systems, processes and relationships with Job Centre Plus, Lambeth First, Lambeth College and other key local agencies programmes and third sector organisations. We would anticipate these including The Young Builders' Trust, TGB Learning Lambeth, the Construction Employer Accord and the Construction Youth Trust.

Our approach is in line with our Corporate and Social Responsibility commitments, and reflects the particularly high level of commitment required by our many public sector clients. The strength of our commitment was evidenced in our recent final tender bid for a further education college in Scotland where our contract included payment deduction provisions for the duration of the 25 year contract if we do not meet the employment targets agreed with the Client.

Prior to contract commencement, a project specific Employment and Skills

Plan will be developed through co-production with the Council to establish meaningful, achievable and measureable local employment targets. Specific targets will be included as part of the Building Contractor tender package to secure the selected Building Contractor into these commitments, ensuring that the local employment opportunities meet the needs of the local community.

APPRENTICESHIP AND TRAINING SCHEMES

Development

Kajima works with partner organisations to provide direct opportunities for apprentices to gain employment and work experience at our European headquarters in Baker Street, London. We currently employ an apprentice within the Kajima Community team and are therefore familiar with the training and management obligations that come with apprenticeships. In the case of our Kajima Community apprenticeship, Kajima acts as a host company, providing on-the-job experience in business administration whilst the apprentice is training towards a Business and Administration NVQ. We have included our template training checklist for this particular role that is used to monitor and record progress, development and training at Appendix A1.2.

Specifically in relation to the SW2 Enterprise Centre project and through collaboration with Lambeth Working, Kajima will commit to directly recruiting an apprentice from the London Borough of Lambeth to work within our ten strong development and investment team based in Baker Street, London. This office-based Level 3 Apprenticeship will give the apprentice full exposure to the world of commercial real estate including development and investment



SECTION 1: COOPERATIVE COUNCIL

1.3 JOBS

management. With the help of the Chartered Surveyor's Training Trust we have identified an appropriate training plan for the role that leads to a qualification as a Royal Institution of Chartered Surveyors Associate as well as a Level 3 NVQ in Surveying, Property and Maintenance and a Diploma in Surveying Practice. This is a real and exciting opportunity for a local student with an interest in commercial real estate to get on the job training with a substantial and successful developer and investor. We have attached further details of this proposed apprenticeship at Appendix A1.3.

Construction

In relation to all building, civil engineering and environmental works, and associated site-based administration, we will work collaboratively with the Council and in particular with Lambeth Working to ensure that, if desired by the Council, our selected Building Contractor:

1. Regularly consults with the Council in relation to appropriate recruitment and training arrangements, delivery support arrangements and the provision of opportunities for targeted SMEs and to attend meetings reasonably requested by the Council in writing.
2. Four weeks prior to material commencement of the development, provides the Council with, and subsequently implements, a Construction Recruitment and Training Method Statement to the Council's reasonable satisfaction showing how our selected Building Contractor will achieve the following:

- Provides either directly or via its supply chain 52 person-weeks of employment for new trainees recruited via Lambeth Working for each £2m in site works value, and

in accordance with the Construction Skills Certification Scheme;

- Within one week of commencement on site provides each new trainee with a written Training Plan leading to at least a NVQ level 2 qualification. This plan will be updated and available for review by Lambeth Working on a monthly basis;
- Notifies Lambeth Working in relation to each vacancy on site, including those in sub-contractor organisations, prior to the commencement of the recruitment process;
- Ensures good equal opportunities recruitment procedures and management practices by the Contractor within its own organisation and also its sub-contractors;
- Provides up to 20 person-weeks of unpaid work experience opportunities per £2m in site works value to be provided for work experience candidates obtained via Lambeth Working.

We believe, based on our previous experience and through our contacts with major Building Contractors on other projects that the above commitments are both aspirational and realistic to deliver. We will work closely with the Council to identify opportunities throughout every stage of the project and ensure that the selected Building Contractor applies policies that encourage the maximisation of apprenticeship and other training opportunities.

LOCAL JOBS DURING CONSTRUCTION

Kajima has a commitment to working with Building Contractors who can demonstrate previous experience of developing local supply chains and working with local agencies and chambers of commerce to identify local suppliers and sub-contractors. It is a requirement of working in partnership that the Building Contractor appointed will make contacts within local authorities, build links with local schools, employment agencies, local labour in construction schemes and job centres to identify a database of those seeking work.

We will ensure that "Meet the Buyer" workshops are held to meet local firms and present the opportunities available, and that a minimum of three targeted small and medium enterprises (SMEs) will be included in each list of firms invited to tender or price for sub-contract or supply contracts (where suitable firms exist), it being understood that this obligation does not carry with it an obligation to award such contracts to the targeted SMEs.

Kajima will further commit to use all reasonable endeavours to achieve a minimum of 30% of total labour being sourced locally from within the London Borough of Lambeth in relation to this project.

Kajima will endeavour to achieve a minimum of 30% labour from within the borough

We will co-produce with the Council and the selected Building Contractor a strategy for effectively recording and monitoring adherence to these commitments, recognising the challenges of monitoring and tracking staff who due

to the nature of construction work, move from contract to contract as required. An approach agreed collaboratively with the Building Contractor is more likely to lead to a measurable and successful outcome. As an example, we have previously monitored and recorded the performance of Building Contractors by contractually requiring them to:

1. Consult with the local Targeted Recruitment and Training agency (TR&T agency) in relation to under achievement or misconduct (including gross misconduct) by a new trainee prior to considering dismissal.
2. Periodically provide the Authority and the local TR&T agency with a Construction Targeted Recruitment and Training Performance Statement setting out in relation to such period and the contract to date:

- the numbers of weeks employment provided to new trainees recruited from a source named by the TR&T agency, including those on sites outside of the site where this is necessary to provide continuity of employment and training and where the new trainee has been provided with transport to the new site if this is outside of the Authority's area;
- the numbers of weeks employment provided by persons whose main residence has a local post-code;
- a list of targeted SMEs invited to price / tender for work, those that submitted a price, those offered contracts, and for those that were unsuccessful what percentage their price represented of the price submitted by the bidder that was awarded the contract.

This approach has proven to be successful in ensuring adherence to targets and policies established at the start of projects, and we believe this would be a good basis upon which

to collaboratively develop and agree a strategy with the Council for this project. If, at the time of selecting our Building Contractor, the Council was to seek more extensive employment obligations in relation to the project, this can be agreed, but may have an impact upon the construction prices obtained in the market.

LOCAL JOBS – LONG TERM

A key objective of the SW2 Enterprise Centre project is to create opportunities for local businesses and endeavours. Whilst the Council cannot force enterprise to occur it can act as a catalyst and enabler, and the new SW2 Enterprise Centre offers a significant number of opportunities for local entrepreneurs, businesses and groups to build upon.

The biggest beneficial impact of our development proposal is the bringing together of all Council staff onto one site. The local economic benefit of having more than 2,000 Council staff working in the heart of Brixton each day will deliver patronage and revenue to local cafes, shops, markets and restaurants.

In addition to this, our proposals for the surplus sites will mean more than 600 new residents will live, shop, eat and relax in Brixton town centre.

On a more specific level, we have identified a proportion of the Town Hall that will be made available to local groups and businesses for meeting or office space. We envisage this space be made available to both the Council and local enterprises on a booked basis. Kajima have extensive experience of managing and marketing unused classrooms through our Kajima Community team and we propose to operate a similar booking system for specifically identified surplus rooms during the day and in the

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evenings. Entrepreneurs and businesses can utilise their own Town Hall to develop embryonic businesses at a low cost and risk point without long-term commitments to significant overheads.

This is the opportunity to create real, long term high quality job opportunities for local people. We see this space provision as complimentary to the nearby and highly successful Piano Factory, both allowing growing businesses within the Piano Factory to take advantage of additional serviced meeting / office space and also potentially feeding the Piano Factory with new tenants as embryonic businesses formed in the SW2 Enterprise Centre gain strength and scale.

Our masterplan also creates such opportunities in terms of High Street compatible uses on the ground floors of Ivor House and the Hambrook House site. The Triangle at the centre of the development can also offer opportunities for larger or more established local businesses to utilise the space for pop-up business uses such as monthly farmer's markets or an extension of the Brixton Market Traders' Federation's initiatives.

Our design proposals for the SW2 Enterprise Centre will have a significant regenerative impact on Brixton town centre. In addition to the exciting opportunity spaces created within the SW2 Enterprise Centre, the completed development will attract ongoing inward investment into Brixton as other investors and entrepreneurs gain confidence from seeing the transformational impact of the investment into the SW2 Enterprise Centre.

EQUALITY AND DIVERSITY

Kajima employs staff on the basis of individual merit alone. As a company we are committed to a policy of equal opportunities for all staff, and we have a zero tolerance approach to discrimination and / or harassment within the workplace. We do not discriminate on the grounds of gender, gender reassignment, race, age, nationality, ethnic or national origin, marital status, sexual orientation, disability or religion. This encompasses every aspect of our business including recruitment, training, remuneration, access to benefits, career progression and any other employment matter.

Our approach to promoting equality and diversity within our business is evidenced by analysis of the make-up of our staff employed throughout the business as at 1 January 2013 as set out in the adjacent table.

Furthermore, we expect our partners and suppliers to evidence adherence to a similarly robust policy of promoting equality and diversity within their organisations.

Kajima is committed to taking all steps necessary to prevent all types of unlawful discrimination in the workplace and take positive action to promote equal opportunities for everyone within or applying to join Kajima. Our aim is to select, recruit, train, promote and reward on the basis of merit, competence and performance.

The maintenance of an equal opportunities environment is every employee's responsibility. As a consequence, everyone working for Kajima is required to:

(a) ensure they treat everyone: colleagues and clients, fairly and without bias;

(b) focus on what people can do rather than on what they cannot;

(c) recognise, accept and value people's differences and ability;

(d) not stereotype or generalise about people or groups of people;

(e) listen and respect everyone's views regardless of their background, sex or experience; discriminatory acts or practices; and

(g) carry out duties at all times with due regard to the Kajima's equal opportunities policy.

All employees are required to follow this policy. Kajima will not tolerate discrimination or harassment, and

(f) draw attention to any discriminatory acts or practices; and

(g) carry out duties at all times with due regard to the Company's equal opportunities policy.

All employees are required to follow this policy. Kajima will not tolerate discrimination or harassment, and failure to follow our policy may lead to disciplinary action and, in some cases, dismissal.

We have attached at Appendix A1.4 our Recruitment and Equal Opportunities and Dignity at Work Policies, which have been extracted from the Kajima staff handbook issued to all staff as part of their induction upon joining the company.

	% of total workforce
Age	
65+	9
55-64	28
40-54	28
25-39	26
Under 25	9
Gender	
Male	68
Female	32
Nationality / Ethnicity	
British (white)	31
British (black)	11
British (Asian)	20
British (other)	0
Other European	8
Other non-European	30
Working Pattern	
Part time	8
Full time	82
Flexible working	10
Disability	
Yes	6
No	94

Make up of Kajima staff as at 1 January 2013

vii Heads of Costs

Council offices and Town Hall Net Construction to Cat B for Dev. Man. Fee calc	£50,623,000
Council offices and Town Hall Net Construction to CAT A (inc Prelims and Contingencies)	£37,940,000
Residential Net Construction (inc Prelims and Contingencies)	£19,488,866
Triangle Net Construction (inc Prelims and Contingencies)	£600,000

		Total fees per stage, excluding 1.5% design fee contingency					
		% of net construction to CAT A (inc prelims and contingencies) - £37,940,000	Total fee	Fees to Planning Submission (Stage C+)	Fees to Stage D	Fees to Stage E	Fees during Construction
Design Fees - Town Hall/Civic Offices							
Architect	AHMM	4.750%	£1,802,150	£360,430	£405,484	£405,484	£630,753
M&E Consultant	Atelier 10	1.775%	£673,435	£101,015	£101,015	£202,031	£269,374
Civil and structural engineering	Elliott Wood	1.300%	£493,220	£73,983	£123,305	£147,966	£147,966
Cost consultant	Davis Langdon	1.100%	£417,340	£66,774	£125,202	£225,364	
Employers Agent/Contract Administrator	Davis Langdon	0.500%	£189,700				£189,700
Interior design	AHMM	0.500%	£189,700		£37,940	£56,910	£94,850
Landscape Architect	Grant Associates	0.430%	£163,142	£27,734	£32,628	£32,628	£70,151
Planning Consultant	DP9	0.575%	£218,155	£109,078	£109,078		£0
Graphics/Wayfinding/branding	tbc	0.175%	£66,395		£26,558	£39,837	£0
Rights of light consultant	tbc	0.175%	£66,395	£66,395			£0
Commissioning engineer	tbc	0.150%	£56,910				£56,910
Fire engineer	Arup	0.120%	£45,528	£6,829	£13,658	£25,040	£0
Acoustics	Arup	0.120%	£45,528	£6,829	£13,658	£25,040	£0
Conservation Consultant	tbc	0.100%	£37,940	£37,940			£0
CDM Coordinator	tbc	0.100%	£37,940	£2,000	£5,000	£5,000	£25,940
Transport engineer	Arup	0.080%	£30,352	£20,000		£8,000	£2,352
BREEAM	Atelier 10	0.075%	£28,455	£8,000	£8,000	£8,000	£4,455
Building control	tbc	0.070%	£26,558	£5,000		£5,000	£16,558
Heritage Consultant	tbc	0.050%	£18,970	£18,970			£0
Energy Modelling	Atelier 10	0.050%	£18,970	£4,000	£4,000	£4,000	£6,970
Lighting design	Atelier 10	0.050%	£18,970	£5,000	£5,000	£7,500	£1,470
Ecologist	tbc	0.040%	£15,176	£10,500			£4,676
Geotechnical engineering	Elliott Wood	0.040%	£15,176	£15,176			
Facade engineer	Elliott Wood	0.100%	£37,940			£37,940	
Total design fees, exc Contingency		12.425%	£4,714,045	£945,654	£1,010,527	£1,235,740	£1,522,125
Design fee contingency		1.500%	£569,100	£114,163	£121,995	£149,184	£183,757
Total design fees, inc Contingency		13.925%	£5,283,145	£1,059,817	£1,132,522	£1,384,924	£1,705,882
Design Fees - Surplus Sites							
Architect (Surplus sites)	SEW	1.425%	£277,716	£277,716			
Other surplus site related fees		1.000%	£194,889	£194,889			
		2.425%	£472,605	£472,605			
Design fees - Triangle site							
Architect	Coffey Architects	14.000%	£84,000	£18,900.0	£18,900.00	£18,900.00	£27,300.00
Survey Costs							
Party Wall surveyor	tbc		£25,000			25000	
Topographical (inc. measured survey of Town Hall)	tbc via Elliott Wood		£60,000	£60,000			
Verified views	tbc via DP9		£15,000	£15,000			
BIM coordinator	tbc		£25,000	£7,000	9000	9000	
Exisiting utilities	tbc via Elliott Wood/Atelier 10		£30,000	£30,000			
Archaeology	tbc		£15,000	£15,000			
Asbestos	tbc		£30,000	£30,000			
Heritage condition survey	tbc via DP9		£25,000	£25,000			
			£225,000	£182,000	£9,000	£34,000	£0
Other costs							
Planning application fees	London Borough of Lambeth		£80,000	£80,000			
Planning legal fees (S106/CIL/S278)	Lawrence Graham		£30,000		£30,000		
Building contract legal fees	Lawrence Graham		£50,000			£50,000	
Cil			£83,930				£83,930
S106			£0				£0
S278			£250,000				£250,000
Rights of light compensation			£500,000				£500,000
Public relations			£30,000	£30,000			
			£1,023,930	£110,000	£30,000	£50,000	£833,930
		% of net construction to CAT B (inc prelims and contingencies) - £50,623,000					
Development Management							
Development Manager	Kajima	2.500%	£1,265,575	£206,624	£38,742	£64,570	£645,702
Rolled up DM Fee catch-up payments	Kajima				£219,539		£90,398
			£1,265,575	£206,624	£258,281	£64,570	£736,100
			£8,354,255	£1,843,322	£1,190,422	£1,487,824	£2,567,112
Total fees per stage, excluding 1.5% design fee contingency							