

Schedule XX
Employment and Skills

[THIS VERSION: BOTH CONSTRUCTION AND END USE OBLIGATIONS]

1. GENERAL PROVISIONS

1.1 The Owner covenants with the Council:

- a. To prepare and submit to the Council (or procure the preparation and submission to the Council of) Employment and Skills Plans and to operate (or procure the operation of) Employment and Skills Plans on the terms more particularly set out in Section 2 of this Schedule;
- b. To deliver (or procure the delivery of) Employment and Skills Obligations; and
- c. To adhere (or procure adherence) to the arrangements for monitoring of and compliance with Employment and Skills Obligations on the terms more particularly set out in Section 4 of this Schedule.

1.2 The Council covenants with the Owner to adhere to the obligations on the part of the Council more particularly set out in Section 4 of this Schedule.

1.3 In this Schedule the following words and phrases have the following meanings (and the singular includes the plural and vice versa):

“Apprenticeship” means a Level 2 apprenticeship or above that is for under 25 year olds and “Apprentice” shall be construed accordingly

“Commercial Units” means [the units identified on plan number XX] *[OR insert such other definition as appropriate for the particular development. If residential development only, then omit this definition. ‘Commercial’ is used broadly to refer potentially to any non-residential floorspace. Where there is say a D use class or public facility in the development it will be necessary to decide whether this is to ‘count’ for the purposes of job generation in the end use phase. Note also that the end use obligations could potentially apply to purely residential schemes if likely to generate occupation phase jobs e.g. a residential scheme that will require say a concierge. Check for consistency with the rest of the Agreement].*

“Communications Channel” means an electronic and/or printed means of dissemination of information which may include one or more of the following: website; social media platform; newsletter; flyer

“Construction Phase” means the period of the building out of the Development from Implementation to a state that is immediately ready for Occupation *[Note: this*

assumes that 'Occupation' 'Implementation' and 'Development' are defined in the body of the Agreement, and that those definitions are workable in relation to the ES obligations. If they are not e.g. there is a carve-out from 'Implementation' that may mean a significant amount of construction activity would be excluded, consider revising these definitions for the purposes of this schedule]

“Employability Support” means a bespoke pre-employment and training programme that is intended to enable Lambeth Residents to access Jobs being created including arrangements for guaranteed interviews for suitably qualified candidates in relation to planned vacancies

“Employment Opportunity” means (together or such of the following as the context requires) Job, Apprenticeship, Employability Support or End Use Support for Long-term Unemployed (and a reference to a type of Employment Opportunity is a reference to any one of those categories)

“Employment and Skills Obligations” means those obligations set out in Section 3 of this Schedule

“Employment and Skills Plans” means together the ESCP and the ESOP or each one as may be submitted

“Employment Skills Construction Plan” or “ESCP” means the document relating to skills training and employment during the Construction Phase as required by this Schedule

“Employment Skills Occupation Plan” or “ESOP” means the document relating to skills training and employment during the Occupation Phase as required by this Schedule

“End Use Support for Long-term Unemployed” means in relation to the Occupation Phase a workplace opportunity (including a placement) that (in the case of a placement) lasts for a minimum of 6 months and has appropriate support to make it suitable for long-term unemployed Lambeth Residents (being those who have been out of work for at least 2 years) and that is open to candidates nominated by the Council (or another agency as agreed by the Council) in addition to candidates identified by other means

“ES Compliance Payment” means a payment in lieu of the Owner’s obligations contained in this Schedule arising in the circumstances specified in this Schedule and calculated in accordance with this Schedule

“ES Discharge Letter” means the written confirmation required by this Schedule to be issued by the Council on satisfaction of the Owner’s obligations contained in this Schedule

“ES Final Report” means the document required by this Schedule to be submitted by the Owner to the Council for the purposes of setting out final performance against targets and any other matters as specified by this Schedule

“ES Financial Obligations” means the financial contributions set out in Schedule XX *[Note: if there are no employment and skills financial obligations, omit this definition]*

“ES Non-financial Obligations” means the obligations set out in Clause 3.2 of this Schedule

“ES Progress Report” means the document required by this Schedule to be submitted by the Owner to the Council for the purposes of setting out interim performance against targets and any other matters as specified by this Schedule

“ES Remedial Plan” means the document to be submitted by the Owner to the Council (if requested by the Council) in the event that the Council (acting reasonably) determines that there has been or is likely to be material non-attainment of Target Number(s) of Employment Opportunities for Lambeth Residents and that sets out strategies for achieving the relevant Target Number(s)

“Job” means a paid employment or engagement that is not an Apprenticeship or End Use Support for Long-term Unemployed

“Lambeth Resident” means a person of working age who is resident within the London Borough of Lambeth at the time when an Employment Opportunity for that person commences or (as the context requires) would commence

“Level 2” means that level as specified nationally in relation to apprenticeships and having the equivalent educational level of GCSE *[Note: this definition relates to apprenticeships generally; ‘levels’ currently range from 2 up to 7]*

“Occupation Phase” means the period of 2 years commencing with the date of first Occupation of [the Commercial Units in the Development] [the Development] *[OR insert other agreed starting point for the Occupation Phase]* [PROVIDED THAT if on the expiration of the period of 6 months from the date of first Occupation 50% or more of the Commercial Units (rounded up to the nearest whole number of such units) are not Occupied the Occupation Phase shall be extended by a further 6 months] *[Note that 2 years is the default ‘end use’ period in the Employment and Skills SPD 2018; this period may be extended in individual cases and/or the optional ‘extension’ period in the event that the development is slow to be occupied may need to be adjusted]*

“Reasonable Endeavours” includes but is not limited to (i) designing and delivering in consultation with the Council recruitment strategies for Employment Opportunities to target Lambeth Residents, for example including but not limited to advertising vacancies in local job centres, in appropriate press outlets, with housing associations, local employment and training providers, through recruitment agencies and by organising recruitment days; (ii) providing in advance of wider publication a minimum of 10 Working Days’ notice to the Council of planned major recruitment activity (for example when multiple Employment Opportunities arise together); (iii) participating in activity as recommended by the Council where Employment Opportunities for Lambeth Residents can be promoted, including but not limited to attending and participating in employability and careers programmes delivered by the Council or other organisations recommended by the Council AND PROVIDED ALWAYS that in determining whether Reasonable Endeavours have been used the Council shall have regard to the supply from time to time of individuals willing and able to be engaged in relation to the particular nature of Employment Opportunities in question

“Target Number” means in relation to a type of Employment Opportunity the number thereof that is agreed in the Employment and Skills Plans or in default of agreement that is deemed by the Council pursuant to this Schedule

“Working Day” means any day except Saturday, Sunday or a bank or public holiday

“Young People Careers Inspiration Activities” means work with schools, colleges and other training providers to deliver careers inspiration for young people aged 11 to 19 years including but not limited to careers talks, mentoring, job preparation activity, curriculum support, work-based learning

2. APPROVAL OF THE EMPLOYMENT AND SKILLS CONSTRUCTION AND OCCUPATION PLANS

2.1 The Owner shall submit a draft ESCP to the Council for its written approval at least 3 months *[OR insert other timescale if agreed]* prior to Implementation.

2.2 The draft ESCP shall relate to the Construction Phase of the Development.

2.3 The draft ESCP shall include the following matters *[Note: if there is anything bespoke to a particular development, include it in this list]:*

- a. Planned Implementation date;
- b. Estimated construction completion date;
- c. Projected floorspace (gross internal area in square meters) and number(s) of units (of any type) within the Development;
- d. Projected total number of construction Jobs during the Construction Phase based on a construction labour forecast and broken down quarterly, identifying occupation(s) (where known);
- e. Projected total number of construction Apprenticeship opportunities with numbers of starts quarterly including level, trade/occupation area, course name(s) and training provider(s) (where known);
- f. Target Number of construction Jobs for Lambeth Residents during the Construction Phase (also expressed as a percentage of the projected total number of construction Jobs as identified at (d) above) and strategies for delivering that Target Number;
- g. Target Number(s) of Employment Opportunities (by type(s) other than Jobs) for Lambeth Residents during the Construction Phase;
- h. Arrangements for managing delivery during the Construction Phase of Apprenticeship programmes, including strategies to engage and recruit Lambeth Residents who are under 25 years of age;
- i. Arrangements for managing delivery during the Construction Phase of Employability Support including details of how the programme(s) will be delivered, by whom, target number of beneficiaries and target groups;

- j. Projected number of Young People Career Inspiration Activities relevant to the construction industry and details of how the activities will be delivered during the Construction Phase;
 - k. Data to be provided to the Council for the purposes of monitoring compliance with the ESCP.
- 2.4 The Development shall not be Implemented prior to approval of the ESCP in accordance with paragraph 2.1 above.
- 2.5 The Owner shall ensure in relation to the Construction Phase that its prospective and actual contractors and sub-contractors are made aware of the Employment and Skills Plans (where such Plans have come into being) and of the Owner's Employment and Skills Obligations.
- 2.6 The Development shall be constructed materially in accordance with the ESCP as approved by the Council including any variations to the ESCP as are agreed in writing between the Owner and the Council.
- 2.7 The Owner shall submit a draft ESOP to the Council for its written approval at least 6 months *[OR insert other timescale and/or trigger if agreed in any particular case]* before first Occupation of the [Commercial Units] [the Development] or by such other date as is agreed in writing between the Owner and the Council.
- 2.8 The draft ESOP shall include the following matters *[Note: if there is anything bespoke to a particular development, include it in this list]:*
- a. Projected floorspace (gross internal area in square meters) and number(s) and type(s) of end users/Occupiers [of the Commercial Units];
 - b. Intended date of first Occupation [of the Commercial Units] and projected dates for any phased Occupation [of the Commercial Units];
 - c. Projected total number and type(s) of Jobs during the Occupation Phase [of the Commercial Units] identifying occupations (where known);
 - d. Projected total number of Apprenticeship opportunities during the Occupation with numbers of starts quarterly including level, trade/occupation area, course name(s) and training provider(s) (where known);
 - e. Target Number of Jobs for Lambeth Residents during the Occupation Phase (also expressed as a percentage of the projected total number of Jobs as identified at (c) above) and strategies for delivering that Target Number;
 - f. Target Number(s) of Employment Opportunities (by type(s) other than Jobs) for Lambeth Residents during the Occupation Phase;

- g. Arrangements for managing delivery during the Occupation Phase of Apprenticeship programmes, including strategies to engage and recruit Lambeth Residents who are under 25 years of age;
- h. Arrangements for managing delivery during the Occupation Phase of Employability Support including details of how the programme(s) will be delivered, by whom, target number of beneficiaries and target groups;
- i. Projected number of Young People Career Inspiration Activities relevant to the projected type(s) of non-residential end user(s) of the Development and details of how the activities will be delivered during the Occupation Phase;
- j. Data to be provided to the Council for the purposes of monitoring compliance with the ESOP.

2.9 The [Development] [Commercial Units in the Development] shall not be Occupied prior to approval of the ESOP in accordance with paragraph 2.7 above.

2.10 The Owner shall ensure that the obligations contained in the ESOP are included in documentation issued to all prospective and actual Occupiers (whether by way of sale, lease or otherwise) of [the Commercial Units in the Development] [the Development] in relation to the Occupation Phase.

2.11 The Development shall be operated and Occupied during the Occupation Phase materially in accordance with the ESOP as approved by the Council including any variations to the ESOP as are agreed in writing between the Owner and the Council.

3. DELIVERY OF EMPLOYMENT AND SKILLS OBLIGATIONS

3.1 For the avoidance of doubt the ES Financial Obligations on the part of the Owner are provided for at Schedule **XX** of this Agreement.

3.2 The Owner covenants with the Council to provide (or to procure the provision of) the following ES Non-financial Obligations:

a. **Employment Opportunities:** (subject to the use of Reasonable Endeavours) delivery of:

- (i) the Target Number as specified in the ESCP of Jobs for Lambeth Residents in the Construction Phase (and for the avoidance of doubt that Target Number (unless agreed otherwise) shall be calculated as 25% of the total Jobs forecast in the ESCP less any allowance from that figure arising by virtue of agreement in the ESCP to one or more Target Numbers of Employment

Opportunities for Lambeth Residents in the Construction Phase other than Jobs);

- (ii) the Target Number(s) (if any) as specified in the ESCP of Employment Opportunities for Lambeth Residents in the Construction Phase other than Jobs;
- (iii) the Target Number as specified in the ESOP of Jobs for Lambeth Residents in the Occupation Phase (and for the avoidance of doubt that Target Number (unless agreed otherwise) shall be calculated as 25% of the total Jobs forecast in the ESOP less any allowance from that figure arising by virtue of agreement in the ESOP to one or more Target Numbers of Employment Opportunities for Lambeth Residents in the Occupation Phase other than Jobs); and
- (iv) the Target Number(s) (if any) as specified in the ESOP of Employment Opportunities for Lambeth Residents in the Occupation Phase other than Jobs

PROVIDED THAT in default of agreement in the Employment and Skills Plans to the Target Number(s) of Employment Opportunities for Lambeth Residents the Council shall (for the purposes of this Schedule and having regard to matters including the current state of the local labour market, prevailing trends in the construction industry and in the labour market generally and the nature of the Development) deem such Target Number(s) of Employment Opportunities for Lambeth Residents as it considers reasonable (and taking as the starting point the figures corresponding to 25% of the total Jobs that the Council estimates to be generated by the Development in each of the Construction Phase and the Occupation Phase and making any adjustment to those figures as the Council considers reasonable in respect of the scope for the Development to generate Employment Opportunities other than Jobs); and

- b. **Young People Careers Inspiration Activities:** (subject to the use of Reasonable Endeavours) delivery of Young People Careers Inspiration Activities as agreed in the Employment and Skills Plans.

3.3 The Owner shall during the Construction Phase and the Occupation Phase:

- a. Advertise upcoming Job vacancies relating to the Development through the Council's Communications Channels (either by means of uploading vacancy details directly to the Council's electronic Communications

Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council) with in all cases minimum deadlines of 5 Working Days for applications for Construction Phase Jobs and 10 Working Days for Occupation Phase Jobs; and

- b. Advertise details of any other types of unfilled Employment Opportunity relating to the Development through the Council's Communications Channels (either by means of uploading application details directly to the Council's electronic Communications Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council).

3.4 The Owner shall make available to the Council at all times during the Construction Phase and the Occupation Phase a minimum of one named contact with knowledge of and responsibility for delivery of the Employment and Skills Obligations.

3.5 The Owner covenants that it (and its contractors, sub-contractors and those whom it allows into Occupation of [the Commercial Units] [the non-residential parts of the Development]) *[Note: this wording may need to be adjusted according to whether there is a definition of 'Commercial Unit']* will as a minimum pay all Apprentices engaged during the Construction Phase and during the Occupation Phase the National Minimum Wage for the relevant age group (if aged under 25 years) or the London Living Wage (if aged 25 years or over).

4. MONITORING AND COMPLIANCE *[Note: on larger schemes, there may be specific monitoring/compliance provisions, with bespoke trigger dates and bespoke reporting obligations. If so, the drafting below will need to be adjusted]*

4.1 The Owner shall provide to the Council within 10 Working Days of approval of each of the ESCP and the ESOP one or more dates for a face to face meeting with the Council (and such meeting is to take place within 28 Working Days of the relevant approval or within such other period as is agreed) for the purposes of discussing the performance of the Owner's obligations required by this Schedule and the arrangements for monitoring the delivery of those obligations.

- 4.2 The Owner shall participate (if so requested by the Council) in a minimum of 2 meetings per year during the Construction Phase and the Occupation Phase and agrees that any such meeting may take place on site if the Council so requests. For the avoidance of doubt any particular meeting may relate to both the Construction Phase and to the Occupation Phase.
- 4.3 The Owner shall provide to the Council (or procure the provision of) through such systems as the Council reasonably requires (which may include the use of an electronic portal) **quarterly** monitoring data about progress against the Target Number(s) of Employment Opportunities for Lambeth Residents.
- 4.4 The Owner shall submit to the Council (or procure the submission of) during the Construction Phase and the Occupation Phase at intervals of 12 months commencing with Implementation (or at such other intervals as are agreed) one or more ES Progress Reports, to include a description of activities undertaken, any variation to any forecast Target Number(s) of Employment Opportunities for Lambeth Residents and/or projected activities and (if requested by the Council in writing) an ES Remedial Plan. For the avoidance of doubt where any 12 month (or other agreed) interval includes both the Construction Phase and the Occupation Phase the relevant ES Progress Report is to relate to activity during both phases with each Phase clearly identified in such report.
- 4.5 The Owner shall submit to the Council (or procure the submission of) an ES Final Report relating to each of the Construction Phase and the Occupation Phase no later than 3 months after the respective ends of those phases, to include a narrative description of activities undertaken (including performance against the Target Number(s) of Employment Opportunities for Lambeth Residents and any variation to any forecast number thereof and/or projected activities) and a description of outputs and benefits achieved for Lambeth Residents arising from performance of the Employment and Skills Obligations.
- 4.6 The Owner covenants with the Council that *[Note: the following clause is designed to cover the situation where the amount of any payment for failing to deliver the obligations in the ESCP/ESOP has not been separately agreed. If it is agreed with the developer that if (say) a certain level of progress has not been made by particular target times, an agreed default payment will be triggered, this clause will need to be modified accordingly to provide for that. If the agreement is only ever to make a payment in lieu and not to attempt to deliver obligations via the ESCP/ESOP, this should be dealt with*

via an appropriate clause in the financial obligations schedule and none of this schedule would then be used]:

- a. Where the Council acting reasonably (and after having given the Owner written notice of its provisional assessment in respect of the application of this clause) considers that any ES Final Report(s) submitted to it and/or such other information as is available to the Council demonstrate that there has been a shortfall in delivery against any of the Target Number(s) of Employment Opportunities for Lambeth Residents (as set out in the Employment and Skills Plans or in default of specification therein as set out in this Schedule), and where the Owner cannot demonstrate to the satisfaction of the Council that Reasonable Endeavours have been used, the Council shall serve written notice on the Owner seeking an ES Compliance Payment;
- b. Where the Owner receives written notice from the Council seeking an ES Compliance Payment, payment will be made by the Owner to the Council within the timescale stipulated in that written notice (which will be not less than 28 Working Days);
- c. The amount of any ES Compliance Payment will be calculated by the Council in accordance with Appendix One of the Council's Employment and Skills Supplementary Planning Document (February 2018) ('Appendix One') or any document superseding Appendix One applying to the identified shortfall in delivery of Employment Opportunities for Lambeth Residents the average cost figure per Employment Opportunity as follows:
 - (i) per Job shortfall: the average cost figure at (a)(iii)/(iv) of Appendix One;
 - (ii) per Apprenticeship shortfall: the average cost figure at (a)(i) of Appendix One;
 - (iii) per Employability Support shortfall: the average cost figure at (a)(iii)/(iv) of Appendix One;
 - (iv) per End Use Support for Long-term Unemployed shortfall: the average cost figure at (a)(ii) of Appendix One; and
- d. For the avoidance of doubt the dispute resolution procedures set out in this Agreement apply to the ES Compliance Payment provisions and any ES Compliance Payment that is due will be indexed from the date such payment

falls due in accordance with the indexation provisions set out in this Agreement.

- 4.7 The Council covenants with the Owner that any ES Compliance Payment received by it shall be applied by the Council to employment and skills initiatives operating in the London Borough of Lambeth *[Note: if the payment would be applied to a specific initiative, this should be specified here]* and that the Owner shall be given (on request) written notice of the manner of application by the Council of any ES Compliance Payment.
- 4.8 The Council shall provide the Owner with an ES Discharge Letter in respect of the Owner's Employment and Skills Obligations (including for these purposes any ES Compliance Payment that is due) once the Council (acting reasonably) is satisfied that those obligations have been complied with.
- 4.9 The Owner shall retain (pending provision by the Council of an ES Discharge Letter) and shall provide to the Council on request the following information about any Lambeth Resident(s) assisted or supported by the measures contemplated in this Schedule (subject always to the requirements of data protection legislation amounting to an absolute barrier to so doing):
- a. Name;
 - b. Full post code;
 - c. Age;
 - d. Gender;
 - e. Ethnicity;
 - f. Disability;
 - g. Employment status;
 - h. Outcomes achieved such as qualifications gained, certificates awarded, job title and duration, training hours; and
 - i. From the date of receipt of written notification thereof, any other category of information as notified by the Council to the Owner.
- 4.10 The Owner shall co-operate with any reasonable request on the part of the Council that is designed to facilitate the preparation by the Council (at the Council's expense unless agreed otherwise) of marketing and other communication information about the Council's employment and skills initiatives generally.