

Appendix A:

- **Employment and Training Clauses**
- **Sustainability and Energy Clauses**

Employment and Training Clauses:

In acknowledgement of The Mall's willingness to ensure that London Borough of Waltham Forest's residents are able to benefit from the opportunities resulting from the expansion of The Mall complex; The London Borough of Waltham Forest proposes the following amendment to the current SPD.

Diagram 1: Scaled S106 local labour and default contribution guide

	As stipulated in SPD				
% of local labour	100%	70%	50%	20%	Less than 20%
Default payment	None.	0.9% of total build cost.	1.5% of total build cost.	2.4% of total build cost.	3% of total build cost.
					As stipulated in SPD

Whereby the Owner is unable to meet the above stated default payment scale the following is requested:

Construction phase:

- 1.1 The stipulation referenced in the Planning Obligations, Supplementary Planning Document (SPD) 2017, 7.4 "An aspirational target of securing 100% of jobs for local Waltham Forest residents" will be substituted for the below listed obligations.
- 1.2 Throughout the build phase the Owner will make reasonable endeavours to ensure that 15% of all local labour on site is filled by residents from Waltham Forest.
- 1.3 Whereby the owner is unable to demonstrate reasonable endeavours to meet the local labour target a default payment of 1.5% of the total build cost^[1] will be implemented.
- 1.4 The Owner agrees to a working relationship with the Council; as stipulated in the SPD 2017, paragraph 7.5 "The Council is committed to working with developers and contractors to ensure that these targets are met" and 7.6 "Developers will also be required to work with the Council's Business Growth, Investment and Employment service". This will be demonstrated through the following:
 - a) Include a clause in a contractor contracts, which states that all new job opportunities, including for sub-contracted work, on-site will be ring-fenced to Waltham Forest residents for 30 days.

^[1] Total build cost will be defined as the total net build cost for construction of the whole scheme, excluding all allowances for inflation, contingency and fees, including contractors.

- b) Providing the council with fair notification (i.e. 30 days) of first time^[2] job opportunities on site prior to public advertisement.
 - c) Registering all apprenticeship opportunities with the Council's Group Training Agency.
 - d) Providing the council with a schedule of works, for the construction phase of the build. The schedule of works will be updated over time to reflect changes.
- 2.1. Stipulation 7.9 of SPD 2017, which states: "apprentice per £2m investment in situations where the construction phase is expected to last at least one year" shall be upheld by the developer.
- 2.2 In relation to apprenticeships the obligations cited in paragraphs 7.8 "A paid apprenticeship programme should combine on the job training and academic instruction for those entering the work force, which lasts a minimum of 40 weeks per apprentice post and includes a salary of at least the London Living Wage" and 7.9 "One apprentice per £2 million investment" of the SPD 2017, shall stand. 7.14 "Should it not be possible to provide these placements the Council will seek an equivalent contribution". The owner agrees to undertake reasonable endeavours to ensure that apprenticeships are completed. Whereby an apprentice departs before six months the owner will undertake to replace that apprentice. After six months this requirement will be waived.
- 2.3 Default payments for failure to meet apprenticeship targets will be calculated as follows:
- Minimum Salary of 12 months¹ apprenticeship programme (i.e. at London Living Wage of £10.20 per hour x minimum working hours of 30 hours per week x 52 weeks in a year = £15,912) x Number of apprenticeships the Owner fails to recruit directly or through their supply chain.
- 3.1 The Owner agrees to uphold stipulations 7.11, 7.12 and 7.13 in the SPD 2017 in relation to work experience placements during the construction phase of the build.
- 7.11 "Work placement for residents each lasting a minimum of 26 weeks",
7.12 "Number of placements sought will be based on the estimated number of construction jobs likely to be created",
7.13 "One construction placement per 1000 sqm (GEA), commercial and employment floor space and per 20 residential units"
- 3.2 Default payments for failure to meet work experience targets will be calculated based on stipulation 7.14 of the 2017 SPD.
- 4.1 The Owner will undertake reasonable endeavours to ensure that 10% of procurement is sourced from Waltham Forest businesses.
- 4.2 Whereby the owner is unable to demonstrate reasonable endeavours to meet the local procurement target a default payment of 1.5% of the total build cost will be implemented.

^[2] As in first appointments of the new job roles on site.

¹ 12 months of a standard 18-24 month trade apprenticeship.

- 4.3 The Owner will demonstrate reasonable endeavours through the following:
- a) Committing to involvement in a minimum of two local procurement events i.e. meet the buyer events.
 - b) Committing to involvement in a minimum of two activities relating to assisting local suppliers prepare for procurement activity.

End-use and Commercial tenants:

- 5.1 The stipulation referenced in the Planning Obligations, Supplementary Planning Document (SPD) 2017, 7.15 will be substituted for the below listed obligations.
- 5.2 Throughout the build and for five years following the completion of the build, the Owner agrees to provide the Council with access to employment and training opportunities arising from commercial tenants inhabiting the extension. This will be fulfilled through:
- a) Fair warning (60 days or within 7 days of contract being signed as a minimum) of new store openings in the Mall extension
 - b) Introductions to new tenants at least 90 days prior to occupation.
- 5.3 Failure to demonstrate reasonable endeavours to work collaboratively to fill new vacancies will result in a default payment of-which will be calculated as 0.1% the total commercial build cost divided by the total number of new commercial units. The default payment will be applied on a per unit basis.
- 5.4 To demonstrate reasonable endeavours to include a stipulation in all future commercial tenancy agreements relating to the retail extension stating:
- a) The London Borough of Waltham Forest will be notified of large recruitment exercises (5 or more staff)
 - b) Recruitment exercises requiring 10 or more staff will include 30% ring-fenced jobs to local residents for a period of 30 days.
- 5.5 Failure to include the above clause in first drafts of all commercial tenancy agreements will result in a default payment of 0.5% of the total build cost.
- 5.6 In the event that the above stipulations are not included in final drafts, the above default payment will be waived if the Owner provides The London Borough of Waltham Forest with:
- a) Proof of first draft tenancy with the stipulations included
 - b) Demonstration of the tenants unwilling to include the stipulation in the final draft.
- 6.1 In order to provide an uplift the Council's negotiated Local Labour target (i.e. from 100% to 15%), the owner will provide the London Borough of Waltham Forest with access to existing commercial tenants within The Mall. The Owner will provide access by:
- a) Providing formal introductions to all existing tenants.

- b) Notifying the London Borough of Waltham of new store openings within The Mall
 - c) Providing formal introductions to new tenants in The Mall throughout the build and for five years following the build.
- 6.2 If during S106 negotiations the Owner decides that they are unable to commit to the above stipulation, The London Borough of Waltham Forest shall increase the Local Labour target to 25% and the Local Procurement target of 15%.
- 7 The Owner agrees to provide information regarding the London Borough of Waltham Forest's employment and training initiatives (i.e. Steps into Work) to all commercial tenants using the Mall's communication tools.
- 8 The Owner will provide written support to the Council, on request, to demonstrate partnership work, should this be requested to assist the Council in securing third party funding for employment initiatives related to the development".

Sustainability and Energy Clauses:

- 1.1 An estimated sum of £688,000.00 would be paid towards the Carbon Offset Fund with the exact amount to be confirmed and triggered by submission of Reserved Matters for the residential element of the hybrid scheme.
- 1.2 Energy (35% CO2 reduction for entire development) - To submit for the Council's approval prior to implementation of the commercial element of the development an updated Energy Report detailing the measures to be adopted in the commercial element of the development to reduce the carbon dioxide emissions of the development by at least 35% compared to the 2013 Building Regulations. The report to also detail the renewable sources of energy to be incorporated within the commercial element of the development
- 1.3 To submit for the Council's approval as part of the Reserved Matters approval for the residential element and prior to implementation of the residential element updated Energy reports detailing the measures to be adopted to reduce the carbon dioxide emissions of the residential development by at least 100% compared to the 2013 Building Regulations. The reports detail the renewable sources of energy to be incorporated within the development in association with the residential use.
- 1.4 Prior to occupation of the commercial element of the development to submit to the Council for its written approval a report showing the "as built" performance of the commercial element and if this shows a shortfall against the 35% carbon reduction target beyond the 2013 Building Regulations, then a Carbon Offsetting Contribution will be payable in accordance with the formula contained in the Planning Obligations SPD.
- 1.5 Prior to occupation of the residential element of the development to submit to the Council for its written approval a report showing the "as built" performance of the residential element and if this shows a shortfall against the 100% carbon reduction compared to the 2013 Building Regulations, then a further Carbon Offsetting Contribution will be payable in accordance with the formula contained in the Planning Obligations SPD
- 1.6 Energy Centre - To provide an on-site energy centre within the development capable of supporting the whole development, (both commercial and residential) through a site-wide de-centralised energy network, details which are to be agreed by the Council in writing.
- 1.7 Prior to commencement of development to submit to the Council for its written approval the proposed details for the on-site energy centre
- 1.8 To design and construct the whole development so that it is capable of connecting to the on-site energy centre and any future wider local de-centralised energy network. This should also contain an assessment of wider district heat network potential within the immediate area around the development, including evidence of discussions with the Council and any other relevant parties.

Appendix B:

The Mall Equality Analysis (EA)