Haringey
LONDON

DATED 23 September 2016

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

and

(2) J W CLINE ROAD LIMITED

AGREEMENT RELATING TO LAND KNOWN AS CLINE ROAD LOCK UP GARAGES, N11 2NE PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Bernie Ryan
Assistant Director of Corporate Governance
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/HXF/50411
Planning Ref: HGY/2016/0558

DATE 23 September 2016

PARTIES

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("Council") of the first part

(2) **J W CLINE ROAD LIMITED** (company registration number 9724836) of Unit 11, Worton Court, Worton Road, Isleworth TW7 6ER ("Owner") of the second part

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.

2. The Owner is the owner with freehold title absolute of the part of the Property registered at the Land Registry under title number MX310396.

3. The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act in order to facilitate the Development.

4. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the London Borough of Haringey's development plan and all other material considerations has resolved ~~(by delegated decision)~~ at the meeting of the Council's Planning Sub-Committee on 5 September 2016 and following executing of the Agreement to grant the Planning Permission.

5. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

6. The parties to this Agreement have given due consideration to the provisions of regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 204 of the NPPF and agree that the planning obligations it contains comply with the provisions thereof and are:

   (i) necessary to make the Development acceptable in planning terms;

   (ii) directly related to the Development; and

   (iii) fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESSETH as follows:-

1. Enabling Powers and Interpretation

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

"the Act"	the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that Act.
"Affordable Housing"	subsidised housing that will be available to persons

	who cannot afford to rent or buy housing generally available on the open market which shall include intermediate housing and social rented housing.
"Affordable Housing Contribution"	the sum of three hundred and seventy nine thousand six hundred and eighty pounds (£379,680) towards the provision of Affordable Housing in the Council's area.
"Agreement"	this Agreement containing planning obligations made pursuant to Section 106 of the Act.
"the Application"	the planning application seeking planning permission for the Development bearing Ref HGY/2016/0558 dated 22 February 2016 and validated on 22 February 2016.
"the Considerate Contractors Scheme"	means the scheme in the Third Schedule of this Agreement incorporating a code of practice identifying that construction on the Property will be as follows: • Considerate • Environmentally Aware • Clean • Neighbourly • Respectful • Safe • Responsible, and • Accountable.
"the Development"	Demolition of existing lock-up garages and construction of 9 residential units (comprising 6 x 4 bed town houses, 2 x 2 bed flats, and 1 x 1 bed flat) and 87.9sq metres of commercial floor area with associated access road, parking areas and cycle stores as set out in the Application.
"Dwelling"	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained.
"the Implementation Date"	the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly.

"NPPF"	the National Planning Policy Framework published in March 2012 as may be amended from time to time.
"Occupation Date"	the first date when any part of the Development is occupied (and which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly.
"the Parties"	the parties to this Agreement and their successors in title.
"Planning Obligations Monitoring Officer"	an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to s106 of the Act.
"the Planning Permission"	planning permission for the Development pursuant to the Application a draft copy of which is annexed to this Agreement at the Second Schedule.
"the Property"	the land and premises known as Cline Road Lock Up Garages, N11 2NE shown indicatively edged in red on the Plan.
"the Site Location Plan"	The plan at the First Schedule to this Agreement showing indicatively the location of the Property.
"Supplemental Section 106 Agreement"	means an agreement with the Council under section 106 of the Act to bind the freehold interest in the Supplemental Section 106 Land with the terms of this Agreement (but for the avoidance of doubt the terms of this Agreement shall only apply once in relation to the whole of the Property and shall not be duplicated by the terms of the Supplemental Section 106 Agreement) and to include an obligation on the Owner to pay the Council's reasonable legal costs incurred in connection therewith.
"Supplemental Section 106 Land"	means the land forming part of the Property shown in the Supplemental Section 106 Land Plans registered under title numbers AGL152868 (but being part only of this title), MX92538, P41283, NGL454391 and AGL386085.
"Supplemental Section 106 Land Plans"	means the plans at the Fourth Schedule showing the location of the Supplemental Section 106 Land

1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling statutory provisions.

1.3. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.

1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.6. Unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.

1.7. Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall take effect on the grant of Planning Permission.

3. Application of Section 106 of the Act

3.1. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act and that the Council is the local planning authority by whom they may be enforced.

3.2. Both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

3.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

3.4. This agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or shall expire prior to the Implementation Date.

4. Obligations of the Owner

The Owner hereby joint and severally covenants and undertakes for itself and its successors in title with the Council as follows:

4.1. General

4.1.1 Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.

4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.

4.1.3 Not to encumber or otherwise deal with its interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.2. The Affordable Housing Contribution

4.2.1 On or prior to the Occupation Date to pay to the Council the Affordable Housing Contribution.

4.2.2 Not to

(i) Occupy or cause or permit the Occupation of the Development or any part thereof;

(ii) use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3. Considerate Contractors

To use all reasonable endeavours to procure that the Considerate Contractor's Scheme set out in the Third Schedule shall be complied with and to undertake the Development in accordance with the said Considerate Contractors Scheme.

4.4. Supplemental Section 106 Agreement

4.2.3 To enter into the Supplemental Section 106 Agreement as soon as reasonably practicable after acquisition of the Supplemental Section 106 Land.

4.2.4 Not to:

(i) Implement, cause or permit Implementation of the Development;

(ii) Occupy or cause or permit the Occupation of the Development or any part thereof; or

(iii) use or cause or permit the use of the Development or any part thereof;

until the Supplemental Section 106 Agreement has been entered into.

5. Council's covenants

5.1 Expending of Contributions

The Council hereby covenants with the Owner to use within five years of the date of receipt by the Council all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to

be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

5.2 Discharge of obligations

At the written request of the Owner, the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

6. Notice to the Council/Other Matters

6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.

6.2 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Dwellings forming the Development are ready for Occupation.

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

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

7. Payments VAT and Index linking

7.1 Payment of contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account (Barclays Bank plc, Wood Green Branch, 748 Lordship Lane, London N22 5JU; account name; London Borough of Haringey; sort code 20-98-21; account number 73294617) quoting reference number (S106 - V33399/72058 - site address) and the Owner shall advise the Planning Obligations Monitoring Officer in writing that the transfer has been made by letter citing the names dates and parties to this Agreement, the planning reference number of the Application and the specific clause of this Agreement to which the Contribution relates.

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

7.3 Any contributions referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied together with if such payment or application is made more than six months after the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the Index figure last published at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

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

7.4 All contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the date such payment is due until payment is made.

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

8. Notices

8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.

8.2 Payment of Council's Costs

The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

8.3 Registration

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

8.3.2 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register to the title to the Property and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

8.3.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8.4 Waiver

8.4.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule of appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

8.4.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

8.5 Third Party Rights

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.

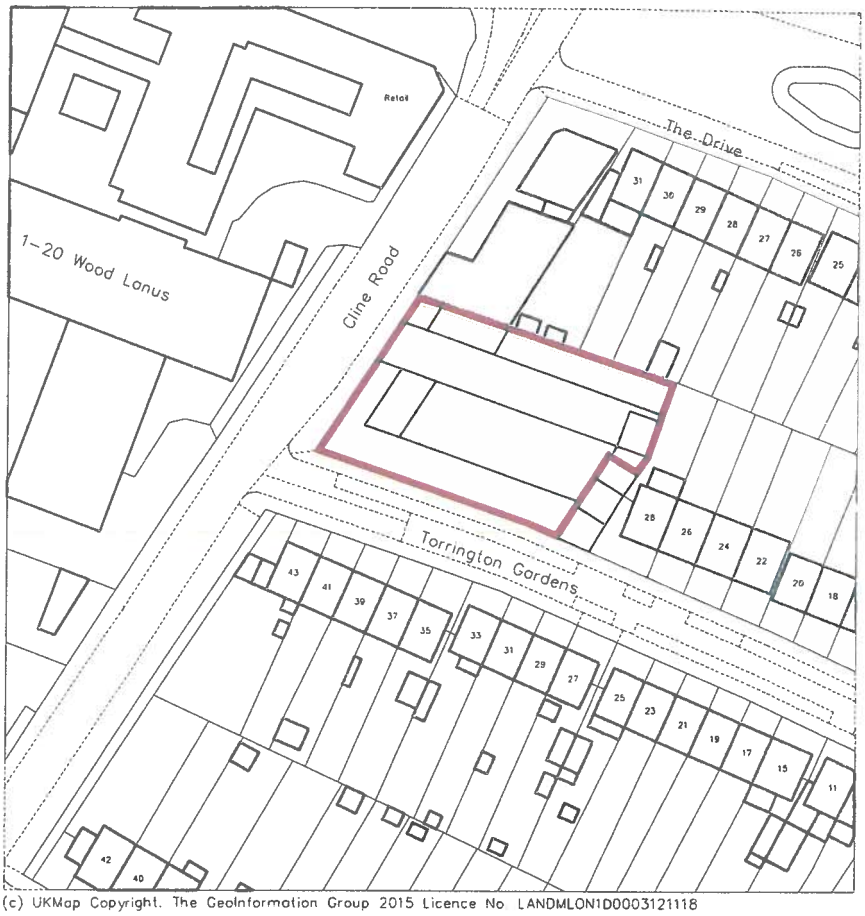
8.6 Dispute Resolution

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement shall be referred for the determination of an independent expert to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall be final and binding on the parties and the said expert's fees and expenses shall be payable as the expert directs.

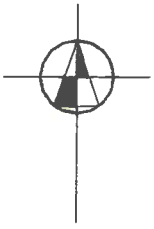
FIRST SCHEDULE

Site Location Plan

MSQUARE
architects ltd



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1:1250 0 25 50 60m

CLIENT	JW CLINE ROAD LTD	DWG No.	PAR	199	SUR	001	↑ REVISIONS
PROJECT	RESIDENTIAL DEVELOPMENT AT CLINE ROAD GARAGES, CLINE RD HARINGEY, LONDON, N11 2LX	DATE	JAN '16	SCALE	1:1250		MSQUARE *architects ltd* LEEFE HOUSE, 27 ABBEY STREET, MARKET HARBOROUGH LEICESTERSHIRE, LE16 9AA - TEL. 01858 410915 www.msquarearchitects.com
		DRAWN	OTM	CHECKED			
TITLE	SITE LOCATION PLAN	Do not scale from this drawing, use dimensions only All discrepancies must be reported to the Architect © MSQUARE ARCHITECTS LTD					

SECOND SCHEDULE

Draft decision notice granting the Planning Permission

Haringey LONDON

Planning Service

Emma Williamson Assistant Director Planning Service ,

Mr T Millican
Msquare Architects Ltd
Leefe House
27 Abbey Street
Market Harbrough
Leicestershire
LE16 9AA

On behalf of
J W Cline Road Ltd
30-34 Parliament Square
Harefield
Hertsfordshire
SG14 1EZ

Planning Application Reference No. **HGY/2016/0558**

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

NOTICE OF PLANNING PERMISSION

Location: **Lock up Garages Cline Road, N11**

Proposal: **Demolition of existing lock-up garages and construction of 9 residential units (comprising 6 x 4 bed town houses, 2 x 2 bed flats, and 1 x 1 bed flat) and 87.9sq metres of commercial floor area with associated access road, parking areas and cycle stores**

In pursuance of their powers under the above Act, the London Borough of Haringey as Local Planning Authority hereby **PERMIT** the above development in accordance with the application dated 22/02/2016 and drawing numbers: PAR-199-SUR-001, Lifetime Homes Assessment, Ecology Appraisal, Transport Statement v2, Planning Statement, Viability Report, 1341/1, GS-2440995 Radon Report, GS-2440996 Site Contamination Report, GS-2440997 small scale report and GS 2440997 large scale report received 15/02/16, PAR-199-PA-102B Drainaged Sustainability Report Rev B and Air Quality Report received 01/06/16, Energy Statement Rev A received 26/06/16, and PAR-199-PA-101E, PAR-199-PA-100D and PAR-199-PA-001D received 11/07/16

SEE SCHEDULE OF CONDITIONS ATTACHED

Stuart Minty
Interim Head of Development Management
Planning Service

NOTE: 1. You can find advice in regard to your rights of appeal at: www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent

2. This notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.
For more information about making a Building Regulations application, please contact Haringey Council Building Control Team by email building.control@haringey.gov.uk, telephone 020 8489 5504, or see our website at www.haringey.gov.uk/buildingcontrol.

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Haringey LONDON

Planning Service

Emma Williamson Assistant Director Planning Service

HGY/2016/0558

The following conditions have been applied to this consent and these conditions must be complied with:

1. The development hereby authorised must be begun not later than the expiration of 3 years from the date of this permission, failing which the permission shall be of no effect.

Reason: This condition is imposed by virtue of the provisions of the Town and Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

2. Notwithstanding the information submitted with the application, the development hereby permitted shall only be built in accordance with the following approved plans:

PAR-199-SUR-001, Lifetime Homes Assessment, Ecology Appraisal, Transport Statement v2, Planning Statement, Viability Report, 1341/1, GS-2440995 Radon Report, GS-2440996 Site Contamination Report, GS-2440997 small scale report and GS 2440997 large scale report received 15/02/16, PAR-199-PA-102B Drainaged Sustainability Report Rev B and Air Quality Report received 01/06/16, Energy Statement Rev A received 26/06/16, and PAR-199-PA-101E, PAR-199-PA-100D and PAR-199-PA-001D received 11/07/16

Reason: To avoid doubt and in the interests of good planning.

3. Prior to commencement, a Construction Management Plan (CMP) and Construction Logistics Plan (CLP) shall be submitted to, approved in writing by the Local planning Authority and implemented accordingly thereafter. The Plans should provide details on how construction work would be undertaken in a manner that disruption to traffic and pedestrians on Cline Road and the roads surrounding the site is minimised. The construction vehicle movements shall be carefully planned and co-ordinated to avoid the AM and PM peak periods.

Reason: To reduce congestion and mitigate any obstruction to the flow of traffic on the transportation network.

4. Before development commences other than for investigative work:

a) A desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.

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b) If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-

"" a risk assessment to be undertaken,
"" refinement of the Conceptual Model, and
"" the development of a Method Statement detailing the remediation requirements.

The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority for written approval.

c) If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

Where remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority, before the development is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2015 and Saved Policy UD3 of the Haringey UDP.

5. Where remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority, before the development is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2015 and Saved Policy UD3 of the Haringey Unitary Development Plan.

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

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

7. No works shall be carried out on the site until a Dust Management Plan (DMP), detailed the management of demolition and construction dust, has been submitted and approved by the LPA and thereafter the development shall only be implemented and carried out in accordance with the approved DMP.

Reason: As required by the London Plan 2015 Policy 7.14.

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8. Prior to the commencement of any works the site or Contractor Company is to register with the Considerate Constructors Scheme. Proof of registration must be sent to the LPA.

Reason: As required by the London Plan 2015 Policy 7.14.

9. Prior to installation details of the gas boilers to be provided for space heating and domestic hot water should be forwarded to the Local Planning Authority. The boilers to be provided for space heating and domestic hot water shall have dry Nox emissions not exceeding 40 mg/kWh (0%).

Reason: As required by London Plan 2015 Policy 7.14.

10. The development hereby permitted shall be built in accordance with the approved renewable energy statement and the energy provision shall be thereafter retained in perpetuity unless agreed in writing by the Local Planning Authority.

Reason: To ensure that a proportion of the energy requirement of the development is produced by on-site renewable energy sources to comply with Policy 5.7 of the London Plan 2015, emerging Policy DM21 of the DM,DMP (pre-submission version January 2016), and Policies SP0 and SP4 of the Local Plan 2013.

11. Details of a scheme for the storage and collection of refuse from the herby approved commercial unit shall be submitted to and approved by the Local Planning Authority prior to the commencement of the use. The approved scheme shall be implemented and permanently retained to the satisfaction of the Local Planning Authority prior to the commencement of the commercial use.

Reason: In order to protect the amenities of the locality and to comply with Saved Policy UD7 of the Haringey UDP 2006 and Policy 5.17 of the London Plan 2015.

12. No development shall take place until a detailed surface water drainage scheme for Site, which is based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year plus 40% for climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall include details of its maintenance and management after completion and shall subsequently be implemented in accordance with the approved details before the development on Site is occupied.

Reason: Mechanism for the detailed drainage proposals to be approved as the scheme is developed.

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13. No construction works (excluding demolition) shall commence until further details of the design methodology, implementation, maintenance and management of the sustainable drainage scheme have been submitted & approved in writing by the Local planning Authority. Details shall include:-

(a) Methodology and reasoning for SuDS flows and volumes proforma determination enabling full assessment that the allowable thresholds have been achieved have been submitted to and approved in writing by the Local Planning Authority.

(b) Management and maintenance plan for the lifetime of the development, management by Residents Management Company or other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime a scheme of surface water drainage works including an appropriate maintenance regime have been submitted to and approved in writing by the Local Planning Authority. The sustainable drainage scheme shall be constructed in accordance with the approved details and thereafter retained.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013 and emerging Policy DM25 of the DM,DMP (pre-submission version January 2016).

14. Notwithstanding the information submitted with this application, no development shall take place until precise details of the external materials to be used in connection with the development hereby permitted be submitted to, approved in writing by and implemented in accordance with the requirements of the Local Planning Authority and retained as such in perpetuity.

Reason: In order to retain control over the external appearance of the development in the interest of the visual amenity of the area and consistent with Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey UDP 2006.

15. Details of the proposed boundary treatment shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development. The approved boundary treatment shall thereafter be installed prior to occupation of any new residential unit.

Reason: In the interest of the visual amenity of the area and residential amenities of neighbouring occupiers.

16. Details of a scheme depicting those areas to be treated by of hard and soft landscaping shall be submitted to, approved in writing by the Local Planning Authority and thereafter implemented in accordance with the approved details. Any trees which die within a period of 5 years from the completion of the development; are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In order to provide a suitable setting for the proposed development in the interests of visual amenity of the area.

17. The cycle parking facilities shown on the approved plans shall be provided prior to first occupation of the dwellings hereby approved and permanently retained thereafter to the satisfaction of the Local Planning Authority.

Reason: To promote sustainable modes of transport in accordance with Policies 6.1 and 6.9 of the London Plan 2015 and Policy SP7 of the Haringey Local Plan 2013.

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18. Prior to first occupation of the development, hereby approved, a survey report on the electricity sub-station shall be submitted to and approved in writing by the Local Planning Authority. The report shall include an assessment of the associated electromagnetic field and noise generated by the sub-station, by reference to relevant standards Planning Officer Delegated Report and studies, and any mitigation measures that may be required. Thereafter all works shall be carried out in accordance with the details approved.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 2015 and Saved Policy UD3 of the Haringey UDP.

19. Notwithstanding the provisions of the the Town and Country Planning (General Permitted Development) (England) Order 2015, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the commercial unit shall be used as a B1 business use only and shall not be used for any other purpose unless approval is obtained to a variation of this condition through the submission of a planning application.

Reason: In order to restrict the use of the premises to one compatible with the surrounding area because other uses within the same Use Class or another Use Class are not necessarily considered to be acceptable consistent with Saved Policy UD3 of the Haringey UDP 2006.

20. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 or any Order revoking or re-enacting that Order, no roof extensions, or rear extensions shall be carried out without the grant of planning permission having first been obtained from the Local Planning Authority.

Reason: To safeguard the visual amenities of the area and to prevent overdevelopment of the site by controlling proposed extensions and alterations consistent with Policy 7.4 of the London Plan 2015 and Saved Policy UD3 of the Haringey UDP 2006.

21. The development hereby permitted shall not be occupied until such time as the existing crossover has been removed and the footway reconstructed. The necessary works to re-construct the footways will be carried out by the Council at the applicant's expense once all the necessary internal site works have been completed.

Reason: To safeguard the integrity of the local highways network, facilitate travel by sustainable mode of transport in particular by pedestrians.

22. All residential units within the proposed development shall be designed to Part M4 (2) 'accessible and adaptable dwellings' of the Building Regulations 2010 (as amended) (formerly Lifetime Homes Standard) unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the proposed development meets the Council's Standards in relation to the provision of wheelchair accessible homes and to comply with Haringey Local Plan 2013 Policy SP2 and the London Plan 2015 Policy 3.8.

23. Notwithstanding the provisions of Class H of part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no satellite antenna shall be erected or installed on the building hereby approved. The proposed development shall have a central dish or aerial system for receiving all broadcasts for the residential units created: details of such a scheme shall be submitted to and approved by the Local Planning Authority prior to the occupation of the property, and the approved scheme shall be implemented and permanently retained thereafter.

Reason: In order to prevent the proliferation of satellite dishes on the development.

INFORMATIVE: Land Ownership

The applicant is advised that this planning permission does not convey the right to enter onto or build on land not within his ownership.

INFORMATIVE: Hours of Construction Work

The applicant is advised that under the Control of Pollution Act 1974, construction work which will be audible at the site boundary will be restricted to the following hours:-

8.00am - 6.00pm Monday to Friday
8.00am - 1.00pm Saturday
and not at all on Sundays and Bank Holidays.

INFORMATIVE: Party Wall Act

The applicant's attention is drawn to the Party Wall Act 1996 which sets out requirements for notice to be given to relevant adjoining owners of intended works on a shared wall, on a boundary or if excavations are to be carried out near a neighbouring building.

INFORMATIVE : Community Infrastructure Levy

The applicant is advised that the proposed development will be liable for the Mayor of London and Haringey CIL. Based on the information given on the plans, the Mayor's CIL charge will be £21,640.85 (503.1m2 x £35 as up-rated for inflation x 1.229) and the Haringey CIL charge will be £72,207.43 (415.2m2 x £165 as up-rated for inflation x 1.054). This will be collected by Haringey after the scheme is implemented and could be subject to surcharges for failure to assume liability, for failure to submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

INFORMATIVE:

The new development will require numbering. The applicant should contact the Local Land Charges team at least six weeks before the development is occupied (tel. 020 8489 5573) to arrange for the allocation of a suitable address.

INFORMATIVE :

The London Fire Brigade strongly recommends that sprinklers are considered for new developments and major alterations to existing premises, particularly where the proposals relate to schools and care homes. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers, and can reduce the risk to life. The Brigade opinion is that there are opportunities for developers and building owners to install sprinkler systems in order to save money, save property and protect the lives of occupier.

Planning Service
6th Floor, River Park House,
225 High Road, Wood Green,
London, N22 8HQ
T 020 8489 5504
www.haringey.gov.uk

Haringey LONDON

Planning Service

Emma Williamson Assistant Director Planning Service

INFORMATIVE :

With regards to surface water drainage, it is the responsibility of a developer to make proper provision for drainage to ground, water course, or a suitable sewer. In respect of surface water, it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

INFORMATIVE:

Legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you share with your neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend you contact Thames Water to discuss their status in more detail and to determine if a building over / near to agreement is required. You can contact Thames Water on 0800 009 3921 or for more information please visit our website at www.thameswater.co.uk

INFORMATIVE:

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.""

INFORMATIVE:

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

INFORMATIVE:

Prior to demolition of existing buildings, an asbestos survey should be carried out to identify the location and type of asbestos containing materials. Any asbestos containing materials must be removed and disposed of in accordance with the correct procedure prior to any demolition or construction works carried out.

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LONDON

Planning Service

Emma Williamson Assistant Director Planning Service

INFORMATIVE:

In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our development plan comprising the London Plan 2011, the Haringey Local Plan 2013 and the saved policies of the Haringey Unitary Development Plan 2006 along with relevant SPD/SPG documents, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably. In addition, where appropriate, further guidance was offered to the applicant during the consideration of the application.

Stuart Minty
Interim Head of Development Management
Planning Service

Planning Service
6th Floor, River Park House,
225 High Road, Wood Green,
London, N22 8HQ
T 020 8489 5504
www.haringey.gov.uk

THIRD SCHEDULE

CONSIDERATE CONTRACTOR SCHEME

Consideration:

All work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, pedestrians, shoppers and general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties.

Environment:

Noise from construction operations and all other sources is to be kept to a minimum at all times. Consideration should be given to the selection and use of resources, using local wherever possible. Attention should be paid to waste management and the avoidance of pollution - recycling of surplus materials is encouraged.

Cleanliness:

The working site is to be kept clean and in good order at all times. Temporary safety barriers, lights and warning signs are to be maintained in a clean and safe condition. Surplus materials and rubbish shall not be allowed to accumulate on the site or spill over on to the surrounding environment. Dust from construction operations shall be kept to a minimum.

Neighbourliness:

General information regarding the scheme shall be provided for all neighbours affected by the work. Full and regular communications with neighbours, including adjacent traders and businesses, regarding programming and site activities shall be maintained from pre-start to completion.

Respect:

Respectable and safe standards of dress shall be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated, under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives shall be instructed in dealing with the general public.

Safety:

Construction operations and site vehicle movements are to be carried out with care and consideration for the safety of the general public, traders, shoppers as well as site personnel. No building activity shall be a security risk to others.

Responsibility:

All site personnel, specialist sub-contractors, drivers and any other persons working on the site shall understand and implement the obligations of this Code, and will monitor their compliance with it.

Accountability:

Posters are to be displayed around the site, giving names and telephone numbers of staff who can be contacted in response to issues raised by the general public, traders, shoppers and others affected by the site operations.

Complaints:

Complaints received from any source will be recorded giving name, telephone number, the nature of the complaint together with the site concerned.

Nature of complaint headings:

- **Noise**
- **Abusive language**
- **Road conditions**
- **Dirt/Dust**
- **Other Safety**
- **Parking**
- **Inconsiderate**

The site manager will be informed of the nature of the complaint and will be advised of the name and details of the complainant together with any suggested manner to deal with the complaint. The complainant will be contacted by the site manager after approximately two days and asked if the complaint has been properly dealt with.

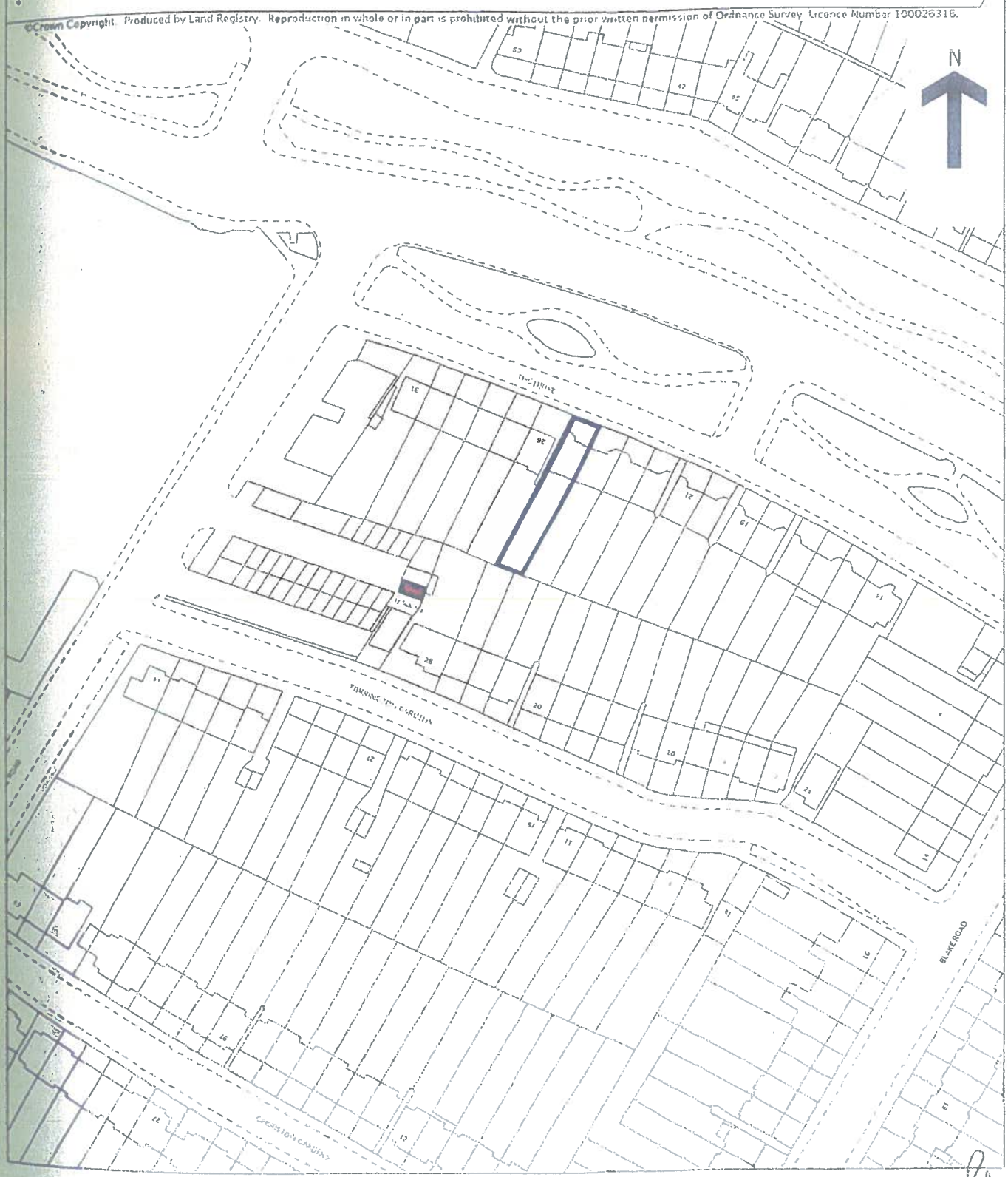
FOURTH SCHEDULE

Supplemental Section 106 Land Plans

Land Registry Official copy of title plan

Title number **AGL152868**
Ordnance Survey map reference **TQ2991NW**
Scale **1:1250**
Administrative area **Haringey**

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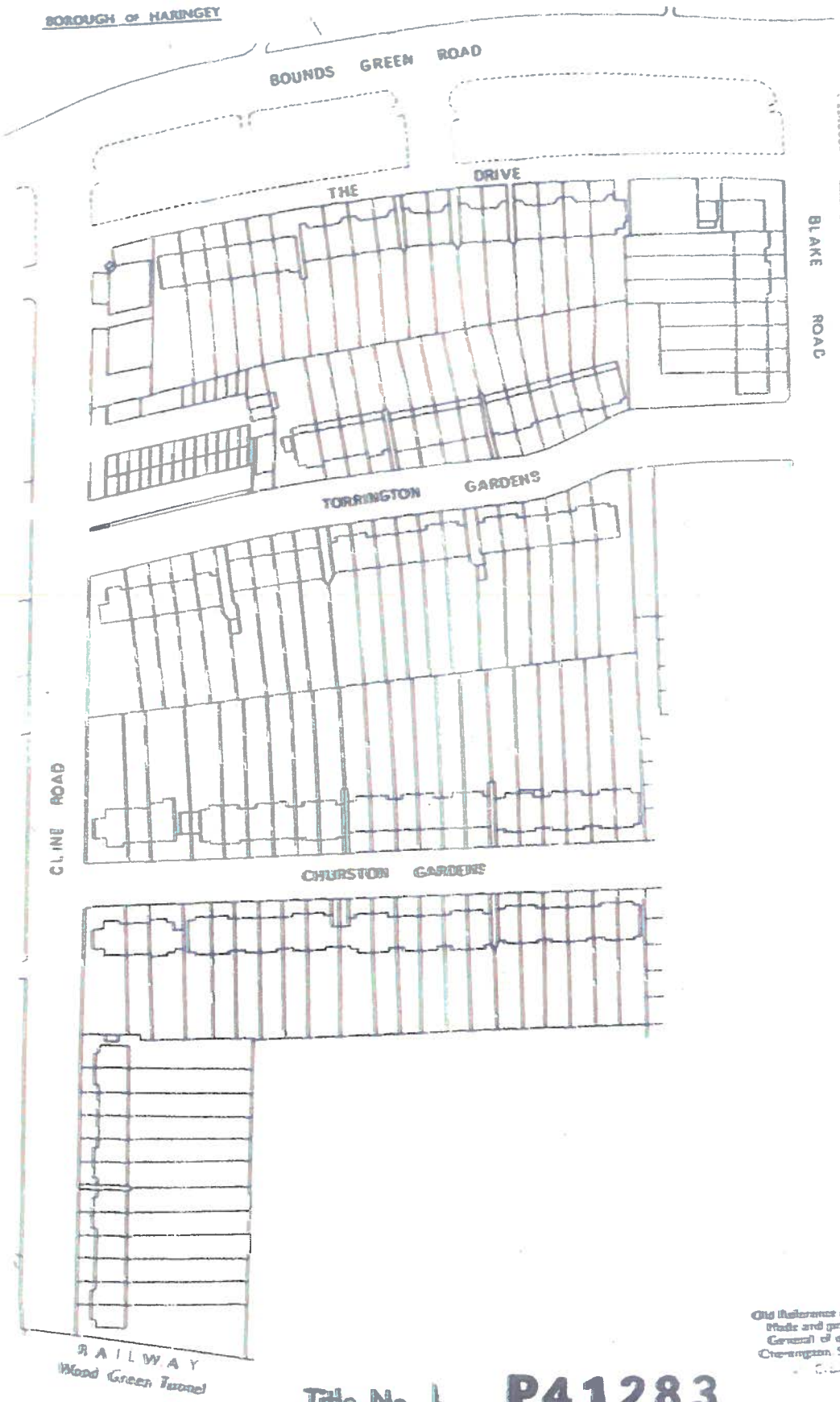
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H. M. LAND REGISTRY

NATIONAL GRID PLAN @ TQ 2991 SECTION V

GREATER LONDON

Scale 1/1250



FILED PLAN

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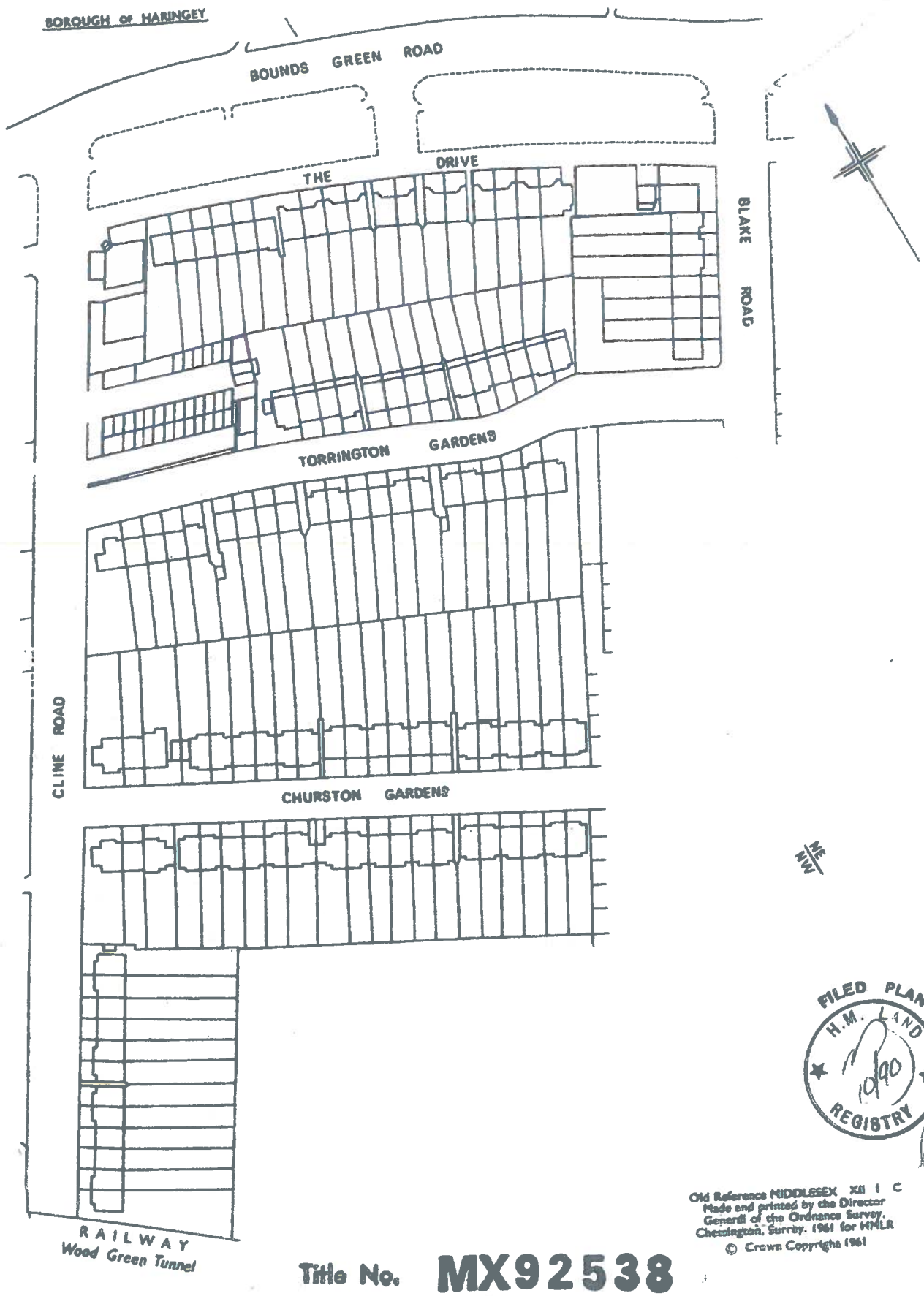
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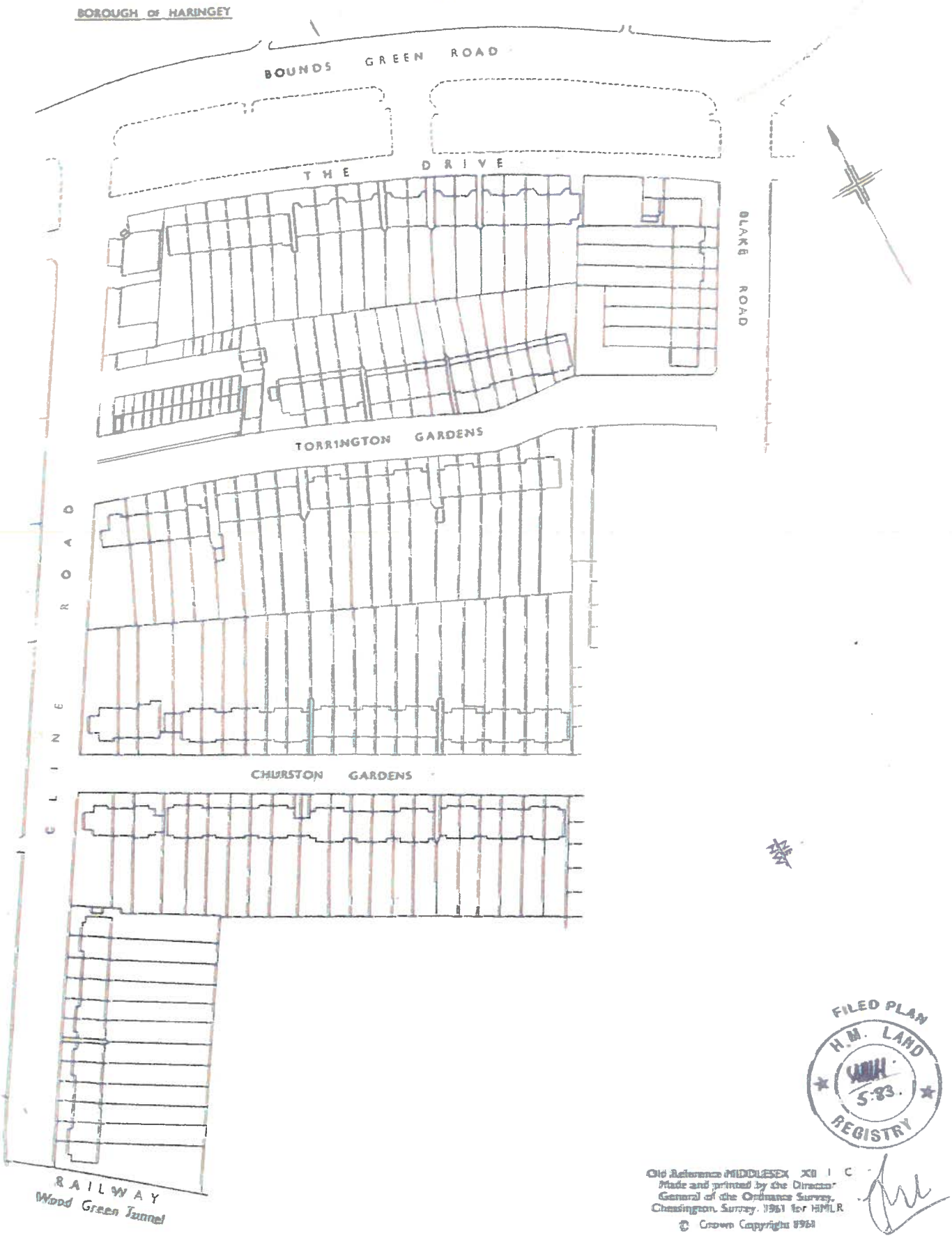
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H. M. LAND REGISTRY GENERAL MAP

NATIONAL GRID PLAN TQ 2991 SECTION V

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5.83.
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IN WITNESS whereof the parties have executed this instrument as a Deed the day and year first before written

THE COMMON SEAL OF
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF HARINGEY)
was affixed by Order:)



Authorised Officer

EXECUTED AS A DEED by **J W CLINE ROAD**)
LIMITED acting by two directors or a director and)
the company secretary:

Director:

Director / ~~Secretary~~: