DATED 8 December 2016

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

and

(2) LJ GREEN LANES LIMITED

and

(3) AERIANCE INVESTMENTS S.A.R.L

AGREEMENT RELATING TO LAND KNOWN AS 590-598 GREEN LANES N8 0RA 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/51937
Planning Ref: HGY/2016/1807

DATE 8 December 2016

PARTIES

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part

(2) **LJ GREEN LANES LIMITED** (incorporated in the Isle of Man) of 1 Bowring Road, Ramsey, Isle of Man ("Owner") of the second part

(3) **AERIANCE INVESTMENTS S.A.R.L** (a company incorporated and domiciled in Luxembourg and registered with the Luxembourg Companies Register under number B138867) whose registered address is 20 Boulevard Emmanuel Servais, L-2535, Luxembourg, Grand Duchy of Luxembourg acting as management company on behalf of Aeriance FCP-SIF, a common placement fund (fonds commun de placement) organised as a special investment fund under Luxembourg law of 13 February 2007, and in particular its sub-fund AMREF 2 ("Mortgagee") of the third part

WHEREAS

1. The Council is the Local Planning Authority and the Local Highways Authority for the purposes of the Act and the Highways Act 1980 for the area within which the Property is situated.

2. The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number NGL280419.

3. The Mortgagee holds a mortgage over the Owner's interest in the Property by virtue of a legal charge dated 10 September 2015 registered in the Charges Register of title number NGL280419 and is entering into this Agreement to give its consent to it and to bind its interest in the Property.

4. 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.

5. 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 at its meeting of the Council's Planning Committee held on 3 November 2016 and following executing of the Agreement to grant the Planning Permission.

6. 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.

7. 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.
"Additional Affordable Housing Provision Surplus"	the amount of money provided as a contribution to the provision of the Healthcare Facility in the Flexible Floorspace by the Healthcare Provider or NHS which is remaining after that funding has been applied to the provision of additional Dwellings as Intermediate Housing so that if for example £1.5m is provided by the Healthcare Provider or NHS this amount shall be £30,000: (£1,500,000 less (£245,000 x 6 additional Dwellings to be provided as Intermediate Housing)).
"Additional Affordable Housing Units"	that part of the Development comprising Dwellings to be provided as Intermediate Housing the number, size, tenure and location of which shall be as set out in the Affordable Housing Report approved by the Council pursuant to clause 4.12.1 of this Agreement.
"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"	a financial contribution towards the provision of Affordable Housing in the Council's area: • which shall only be due in the event that the Healthcare Facility is provided in the Flexible Floorspace and the Healthcare Provider or NHS makes a financial contribution to the funding of the construction to shell and core of the Healthcare Facility; and • the amount of which shall be the Additional Affordable Housing Provision Surplus.
"Affordable Housing Provider"	a non profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008

which is approved by the Council (such approval not to be unreasonably withheld or delayed).

"Affordable Housing Report" means a report setting out:

i. the size and location of the sixteen (16) Dwellings to be provided as Intermediate Housing; and

ii. the number, size, location and tenure of additional Dwellings to be provided as Intermediate Housing as part of the Development and, if applicable, the amount of the Affordable Housing Contribution provided that it is hereby agreed that:

- In the event that the Healthcare Facility is provided in the Flexible Floorspace and the Healthcare Provider or NHS makes no financial contribution towards the funding of constructions to shell and core of the Healthcare Facility, no additional Dwellings shall be provided as Intermediate Housing;

- In the event that the Healthcare Facility is provided in the Flexible Floorspace and the Healthcare Provider or NHS makes a financial contribution to the funding of the construction to shell and core of the Healthcare Facility, between zero (0) and ten (10) additional Dwellings shall be provided as Intermediate Housing; and **PROVIDED THAT** it is agreed that for every two hundred and forty five thousand pounds (£245,000) the Healthcare Provider or NHS contributes to the funding of the construction to shell and core of the Healthcare Facility the Owner shall provide one additional Dwelling as Intermediate Housing.

- In the event that the Healthcare Facility is not provided in the Flexible Floorspace, ten (10) additional Dwellings shall be provided as Intermediate Housing.

"Affordable Housing Units" that part of the Development comprising:

- sixteen (16) Dwellings to be provided as Intermediate Housing the size and location of which shall be as set out in the Affordable Housing Report approved by the Council pursuant to clause 4.12.1; and

- the Additional Affordable Housing Units (if any).

"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/2016/1807 dated 9 June 2016 and validated on 13 June 2016.
"Block"	means a block in the Development as shown on the Block Plan.
"Block Plan"	the plan at the First Schedule of this Agreement showing the Blocks
"Carbon Offsetting Contribution"	means the sum of twenty nine thousand four hundred and fifty pounds (£29,450) towards the Council's implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan policy 5.2.
"Car Club"	means a club operated by a Car Club Operator which residents of the Development and of the general public may join and which makes cars available, in the vicinity of the Development, for hire to members either on a commercial or part-subsidised rate.
"Car Club Operator"	means a company that is accredited by Carplus to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing.
"Chargee"	any mortgagee or chargee of the Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
"Commercial / NHS Site Management Parking Plan"	a plan setting out details of the allocation and management of onsite parking spaces for Occupiers and users of the commercial or healthcare element of the Development in order to maximise the use of public transport as well as increasing onsite disabled parking provision in line with London Plan policy and guidance.
"Commercial / NHS Residential Travel Plan"	a plan: (a) setting out ways to encourage sustainable transport to and from the commercial or healthcare element of the Development; (b) containing amongst other things the provision of welcome induction packs to occupants of the commercial or healthcare element of the Development containing public transport and

cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan 2013; and

(c) including the Commercial / NHS Site Management Parking Plan.

"Commercial / NHS Travel Plan Co-Ordinator"	a person appointed to liaise with the Council in the submission and agreement of the Commercial / NHS Travel Plan and on compliance therewith and to be responsible for promoting the Commercial / NHS Travel Plan to Occupiers of the commercial or healthcare element of the Development.
"Commercial / NHS Travel Plan Monitoring Contribution"	the sum of **THREE THOUSAND POUNDS (£3,000)** to be paid to the Council in respect of the Council's costs of monitoring the Commercial / NHS Travel Plan.
"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.
"CPZ Review Contribution"	means the sum of twelve thousand Pounds (£12,000) to be paid towards the costs associated with a review and potential amendment of the controlled parking zone in the area of the Property.
"Demolition Contract Date"	means the date on which a certified copy is submitted to the Council of a completed unconditional contract for the demolition of the existing building on the Property.
"Design and Quality Standards"	means the design and quality standards for Affordable Housing dwellings set out in the Mayor of London's Housing SPG or such replacement standards as may be in place from time to time.

"the Development"	the demolition of the existing retail warehouse and the redevelopment of the site to provide a part 4, part 5 and part 7 storey mixed use residential scheme, comprising 133 residential units (42 x 1-bed, 62 x 2-bed and 29 x 3-bed) and 940sqm of flexible A1/A2/A3/B1/D1 or D2 floorspace at ground floor level, 14 disabled car parking spaces for the residential use, with 3 additional spaces and 1 disabled space for the ground floor use, a new vehicular access off Colina Road and associated landscaping; works also include the upgrading of Colina Mews and Colina Road as set out in the Application.
"Dwelling"	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"Flexible Floorspace"	means that 940sqm of flexible A1/A2/A3/B1/D1 or D2 floorspace at ground floor level to form part of the Development.
"GLA"	the Greater London Authority as the non-departmental government body that funds and regulates Affordable Housing Providers or such other body as may replace it.
"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 PROVIDED THAT it is agreed that site investigations, remediation and demolition works shall not be construed as implementation for this purposes of this Agreement.
"Intermediate Housing"	means accommodation made available for letting to persons on assured shorthold tenancies at rents no more than 80% of the market level in the local area and/or accommodation in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier the balance of the equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier.
"Haringey Employment Partnership"	means the established steering group arrangements of the Chair of Haringey Council Job Centre Plus and the Spurs Foundation. The wider partnership includes employers and the College of Haringey Enfield and

North East of London and other invited stakeholders and partners. The Partnership has been established to promote opportunities in employment, training, workforce and business development in construction and other sectors for unemployed Haringey residents.

"Healthcare Facility"	means a facility providing healthcare which could include: • waiting room, record storage, reception, practice manager, general admin/secretarial and a small meeting room, communications room, staff rest space, nurse store, stores, trainer/trainee space, multipurpose room, education/training/large meeting room facility; • general practitioner consulting space, treatment/minor surgery, phlebotomy and NHS dental services; • primary care teams consisting of interdisciplinary groups of general practitioners, nurses, midwifes, healthcare assistants, home helpers, physiotherapists, occupational therapists and social workers; or • support services including childcare, clinical nutrition, community work, medical care administration, mental health, speech and language therapy, travellers health/community social inclusion, podiatry, psychology, public health nursing, rehab support, family planning, imaging and outpatient services, together with ancillary complimentary health-related businesses (including pharmacy services) and/or patient-related commercial services (such as coffee shop concessions)
"Healthcare Facility Long Stop Date"	the later of (i) 3 months after the date of the Demolition Contract Date or (ii) 31 December 2017.
"Healthcare Provider"	providers of primary healthcare services which at the date hereof are the NHS Commissioning Board and Clinical Commissioning Groups
"Highways Agreement"	an agreement with the Council under section 278 of the Highways Act for the payment of the reasonable and proper costs of the carrying out of the Highway Works such costs estimated to be seventy eight thousand five hundred and forty pounds (£78,540) and which for the avoidance of doubt shall include an obligation to pay the Council's reasonable and proper legal costs in connection with the agreement.

"Highway Works"	the works to the public highway as shown on the Highway Works Plan including the following: • a new shared footway / cycle track; • new entry treatment from Colina Road to Colina Mews to reduce vehicular speeds and improve the pedestrian environment; • relocation of the shared use parking bays on Colina Mews; • improved street lighting; and • traffic calming measures along Colina Mews to facilitate additional pedestrian movements.
"Highway Works Plan"	the plan annexed to this agreement at the First Schedule showing the Highway Works.
"Jobs for Haringey"	means a programme by the Council working with local partners to assist unemployed Haringey residents to acquire the skills, confidence and knowledge to gain and retain employment.
"Local Labour Initiatives Contribution"	the sum of one hundred and ninety two thousand five hundred and forty one pounds (£192,541) towards initiatives to support local people in accessing job opportunities from the Development.
"Market Housing Units"	Dwellings which are general market housing for sale on the open market and which is not Affordable Housing.
"Nominations Agreement"	means an agreement giving the Council nomination rights to be entered into between the Council as local housing authority and the Affordable Housing Provider in substantially in the form attached at the Fourth Schedule.
"NPPF"	the National Planning Policy Framework published in March 2012 as may be amended from time to time.
"Occupation Date"	the date when any part of the Development is occupied (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.
"Practical Completion"	completion of the construction of the Affordable Housing Units so that they are ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Affordable Housing Units.
"the Property"	the land and premises known as 590-598 Green Lanes N8 0RA shown indicatively edged in red on the Site Location Plan.
"Protected Tenant"	any tenant of an Affordable Housing Unit who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit (c) has been granted a shared ownership lease of the Affordable Housing Unit by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and who has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire leasehold interest in the Affordable Housing Unit.
"Recruitment and Training Initiative"	means the Jobs for Haringey Initiatives coordinated by a named Council Officer to promote and deliver opportunities in employment, training, workforce and business development in construction and other sector for unemployed Haringey residents.
"Residential Site Management Parking Plan"	a plan setting out details of the allocation and management of onsite parking spaces for Occupiers and users of the Dwellings in order to maximise the use of public transport as well as increasing onsite disabled parking provision in line with London Plan policy and guidance.
"Residential Travel Plan"	a plan: (a) setting out ways to encourage sustainable transport to and from the Dwellings;

(b) containing amongst other things the provision welcome residential induction packs to reside of the Dwellings containing public transport a cycling/walking information, available bus/rail/tu services, map and time-tables in accordance w the London Plan 2013; and

(c) including the Residential Site Manageme Parking Plan.

"Residential Travel Plan Co-Ordinator"	a person appointed to liaise with the Council in th submission and agreement of the Residential Trav Plan and on compliance therewith and to b responsible for promoting the Residential Travel Pla to Occupiers of the Dwellings.
"Residential Travel Plan Monitoring Contribution"	the sum of **THREE THOUSAND POUNDS (£3,000)** t be paid to the Council in respect of the Council's cost of monitoring the Residential Travel Plan.
"Resident's Parking Permit"	a permit issued under the Traffic Management Orde which permits the holder to park in accordance wit the Traffic Management Order.
"Site Location Plan"	the plan at the First Schedule of this Agreement showing the location of the Property.
"Social Rented Housing"	means accommodation available for rent at no more than the maximum rent levels for social rented housing set by the GLA or such other body having responsibility for setting such levels as may replace the GLA.
"the Traffic Management Order"	means the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 which establishes a controlled parking zone in which the Property is situated.
"Transfer"	the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly.
"Wheelchair Accessible Dwelling"	means a Dwelling which meets the requirements of a wheelchair accessible housing unit in the London Plan

1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, 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 any 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 and it is further agreed that they are undertakings for the purpose of section 16 of the Greater London Council (General Powers) Act 1974.

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.

3.5. The restrictions, obligations, conditions and covenants in this Agreement shall not be enforceable against residential owner/occupiers or tenants of individual Dwellings provided that:

3.5.1 the restrictions on Occupation herein and the provisions of clause 4.5 (Car Free Development) shall be enforceable against residential owner/occupiers or tenants of individual Market Housing Units; and

3.5.2 the restrictions on Occupation herein and the provisions of clauses 4.5 (Car Free Development) and 4.12 (Affordable Housing) shall be

enforceable against residential owner/occupiers or tenants of individual Affordable Housing Units.

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 on not less than 48 hours prior notice to the Owner 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 their 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 Contributions

4.2.1 On or prior to the Occupation Date to pay to the Council the Carbon Offsetting 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 Carbon Offsetting Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3. Considerate Contractors

To include an obligation to use all reasonable endeavours to comply with the Considerate Contractor's Scheme set out in the Third Schedule in the terms of appointment of the building contractor for the construction of the and to enforce the terms of this obligation so far as is reasonably necessary to ensure compliance therewith.

4.4. Jobs for Haringey Initiative

4.4.1. To commit a named individual to participate in the Council's Jobs for Haringey Initiative by working in partnership with the assigned Council Officer from the department of the Council named Economic Development/Regeneration ("the Assigned Officer") to meet the requirements of the Recruitment and Training Initiative following Implementation and during construction of the Development comprising-

(a) The procurement of not less than 20% of the onsite workforce employed during the construction of the Development to be comprised of residents of the London Borough of Haringey but if achieving this target is not practical for reasons notified in writing to the Assigned Officer then a discussion to resolve this will take place between parties at the earliest opportunity and another target will be set agreed between the parties acting reasonably;

(b) The procurement of the 20% mentioned in paragraph (a) above of the onsite workforce to undertake training but in the event that achieving this target is not practical for reasons notified in writing to the Assigned Officer then a discussion to resolve this will take place between the parties at the earliest opportunity and another target will be agreed between the parties acting reasonably;

(c) To liaise with the Assigned Officer to assist local suppliers and businesses to tender for such works as may be appropriate for them to undertake;

(d) To provide the Assigned Officer with such information as is reasonably required to ensure compliance with these requirements.

4.4.2 Prior to the Occupation Date to pay to the Council the Local Labour Initiatives Contribution

4.4.3 Not to Occupy or cause or permit the Occupation of the Development until such time as the Council has received the Local Labour Initiatives Contribution in full by direct bank transfer to the Council's bank in accordance with Clause 7.1.

4.5. **Car Free Development**

4.5.1 That occupiers and residents of the Development, successors in title to the Owner or those holding rights in succession to those of the Owner or deriving through the Owner's title will neither be eligible to make an application nor will make an application to the Council for a Resident's Parking Permit.

4.5.2 In the event that a Resident's Parking Permit is issued in respect of the Development it shall be surrendered to the Council within 7 days of a written demand therefor from the Council.

4.5.3 Prior to the Occupation of each Dwelling any resident shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any licence transfer lease or tenancy to any resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of clauses 4.5.1 and 4.5.2 above in substantially the form set out below:

"*the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a*

resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

4.5.4 The provisions of clauses 4.5.1-4.5.3 shall not apply in respect of any Occupier or resident of the Development who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970.

4.5.5 To pay to the Council the CPZ Review Contribution prior to the Implementation Date.

4.5.6 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 such time as the Council has received the CPZ Review Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.6. **Residential Travel Plan**

4.6.1 Within three months of the Occupation Date of the Development:

(i) to appoint the Residential Travel Plan Co-Ordinator;

(ii) to submit to and have approved by the Council such approval not to be unreasonably withheld or delayed the Residential Travel Plan; and

(iii) to pay the Residential Travel Plan Monitoring Contribution

4.6.2 Not to further Occupy or cause or permit further Occupation of the Development at such time as there is a breach of clause 4.6.1.

4.6.3 To work in collaboration with the Council to conduct annual reviews of the Residential Travel Plan and following such reviews to make such reasonable amendments to the Residential Travel Plan as may reasonably be required by the Council.

4.6.4 To comply with the Residential Travel Plan (as may be amended from time to time in accordance with clause 4.6.3) for the lifetime of the Development.

4.7. **Commercial / NHS Travel Plan**

4.7.1 Within three months of the Occupation Date of the Development:

(i) to appoint the Commercial / NHS Travel Plan Co-Ordinator;

(ii) to submit to and have approved by the Council such approval not to be unreasonably withheld or delayed the Commercial / NHS Travel Plan; and

(iii) to pay the Commercial / NHS Travel Plan Monitoring Contribution

4.7.2 Not to further Occupy or cause or permit further Occupation of the Development at such time as there is a breach of clause 4.7.1.

4.7.3 To work in collaboration with the Council to conduct annual reviews of the Commercial / NHS Travel Plan and following such reviews to make such reasonable amendments to the Commercial / NHS Travel Plan as may reasonably be required by the Council.

4.7.4 To comply with the Commercial / NHS Travel Plan (as may be amended from time to time in accordance with clause 4.7.3) for the lifetime of the Development.

4.8. **Car Club**

4.8.1 To pay for the cost of membership to a Car Club for two years for all first residential Occupiers of each Dwelling in the Development who hold a valid full British drivers licence and to provide fifty pounds (£50) credit for each Car Club membership provided pursuant to this clause.

4.8.2 To submit to the Council evidence of compliance with clause 4.8.1 prior to the first Occupation of each Dwelling.

4.8.3 Not to Occupy or cause or permit the Occupation of any Dwelling until the Council has confirmed in writing that it is satisfied that the provisions of clause 4.8.1 have been complied with in respect of that Dwelling.

4.8.4 For one year from Occupation of the Development to provide marketing literature to all residential Occupiers of the Development publicising the Car Club and, in the case of first residential Occupiers of the Development, this marketing literature shall include the incentive as detailed in clause 4.8.1 above.

4.9. **Wheelchair Dwellings**

4.9.1 At least 10% (ten per cent) of all Dwellings shall be Wheelchair Accessible Dwellings unless otherwise agreed in writing with the Council such consent not to be unreasonably withheld or delayed where the Owner has used all reasonable endeavours to sell a Wheelchair Accessible Dwelling to a wheelchair user for a period of not less than six months but has been unable to enter into a binding agreement for the occupation thereof by a wheelchair user in which case any such Wheelchair Accessible Dwelling shall remain a Dwelling which is easily capable of adaptation to a Wheelchair Accessible Dwelling.

4.9.2 To market the Dwellings which are Wheelchair Accessible Dwellings to wheelchair users for a period of not less than six months.

4.9.3 Not to Occupy the Development until satisfactory evidence of compliance with clauses 4.9.1 and 4.9.2 has been provided to the Council and the Council has confirmed in writing that it is satisfied that clauses 4.9.1 and 4.9.2 have been complied with.

4.10. **Highway Works**

4.10.1 On or prior to the Implementation Date to enter into the Highways Agreement.

4.10.2 Not to Implement or Occupy or to cause or permit Implementation or Occupation of the Development until the Highways Agreement has been entered into.

4.10.3 On or prior to the Occupation Date to complete the Highway Works pursuant to the terms of the Highways Agreement.

4.10.3 Not to Occupy or cause or permit the Occupation of the Development prior to the completion of the Highways Works pursuant to the terms of the Highways Agreement confirmation of which has been provided in writing by the Council.

4.11. **Healthcare Facility**

4.11.1 Immediately upon completion of this Agreement to enter into negotiations with a Healthcare Provider(s) for an agreement for lease of the Flexible Floorspace as a Healthcare Facility.

4.11.2 Not to Occupy or cause of permit Occupation of the Block in which the Flexible Floorspace is located until an agreement for lease of the Flexible Floorspace as a Healthcare Facility has been entered into with a Healthcare Provider provided that this restriction shall cease to apply in the event that the Council has confirmed in writing that:

- it is satisfied that the Owner has used all reasonable endeavours to grant a lease of the Flexible Floorspace as a Healthcare Facility to a Healthcare Provider and no agreement for such a lease has been completed by the Healthcare Facility Long Stop Date; or
- it is satisfied that the Owner has provided to it written confirmation from the NHS that no Healthcare Provider will be able to enter into an agreement for lease of the Healthcare facility before the Healthcare Facility Long Stop Date.

in which case the following provisions of clause 4.11 shall be of no effect.

4.11.3 Prior to the Occupation Date to complete the construction of the Healthcare Facility in the Flexible Floorspace to shell and core in accordance with the lease and agreement for lease of the Healthcare Facility to the Healthcare Provider.

4.11.4 Not to:

(i) Occupy or cause or permit the Occupation of the Block in which the Flexible Floorspace is located or any part thereof; or

(ii) use or cause or permit the use of the Block in which the Flexible Floorspace is located or any part thereof;

until the Owner has:

a) completed the construction of the Healthcare Facility in the Flexible Floorspace to shell and core in accordance with the

lease and agreement for lease of the Healthcare Facility to the Healthcare Provider; and

b) granted a lease of the Healthcare Facility in the Flexible Floorspace to the Healthcare Provider.

4.12. **Affordable Housing**

4.12.1 To submit to the Council for approval as soon as reasonably practicable after it has been determined whether the Healthcare Facility is to be provided in the Flexible Floorspace and in any event no later than the Occupation Date:

(i) the Affordable Housing Report; and

(ii) in the event that the Healthcare Provider or NHS makes a financial contribution to the construction of the shell and core of the Healthcare Facility the Owner, evidence of the amount thereof.

4.12.2 Not to Occupy or cause or permit the Occupation of the Development until such time as the Council has approved:

(i) the Affordable Housing Report; and

(ii) in the event that the Healthcare Provider or NHS makes a financial contribution to the construction of the shell and core of the Healthcare Facility the Owner, evidence of the amount thereof.

4.12.3 Not to Occupy the Market Housing Units in a Block until all of the Affordable Housing Units in that Block have been constructed in accordance with the Planning Permission and the terms of this Agreement and made ready for residential Occupation and written notification of such has been received by the Council.

4.12.4 Not to Occupy or use the Affordable Housing Units other than as Affordable Housing in accordance with a Nominations Agreement save that this obligation shall not be binding on:

(i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees or any person claiming by title paramount to any Protected Tenant or any such person; or

(ii) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser.

4.12.5 Not to Occupy the Market Housing Units in a Block until

(i) all of the Affordable Housing Units in that Block have been Transferred to the Affordable Housing Provider on terms that accord with relevant GLA funding requirements current at the date of acquisition of the Property by the Affordable Housing Provider; and

(ii) the Affordable Housing Provider has entered into a Nominations Agreement in respect of the Affordable Housing Units in that Block.

4.12.6 That the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.

4.12.7 That in respect of any of the Affordable Housing Units the net receipt accruing to any Affordable Housing Provider from the sale of any of the Affordable Housing Units will be recycled in accordance with regulations and directions made by the GLA from time to time.

4.12.8 To market the Affordable Housing Units available as Intermediate Housing initially to the following people in order of priority:

(i) Existing tenants of Homes for Haringey or registered providers of social housing within the Council's area;

(ii) Armed forces personnel based in London, the east of England and the south east of England;

(iii) Clients on the Haringey Housing Register in the following order of priority:

a. Homeless households;

b. Overcrowded households;

c. Vulnerable households;

d. Households that can demonstrate a local connection by having resided in the Council's area for a minimum period of 6 months for homeless households and 3 years for applicants applying to the housing register;

(iv) First-time buyers;

(v) Any other persons who meet the Homes and Communities Agency eligibility criteria through the Home Buy Agent as defined from time to time by the Homes and Communities Agency.

4.12.9 On or prior to the Occupation Date to pay the Affordable Housing Contribution (if due).

4.12.10 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 (if due) in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

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 financial 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 financial 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 financial 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.

9. Mortgagee

The Mortgagee hereby consents to the Owner entering into this Agreement and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owner and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

FIRST SCHEDULE

The Plans



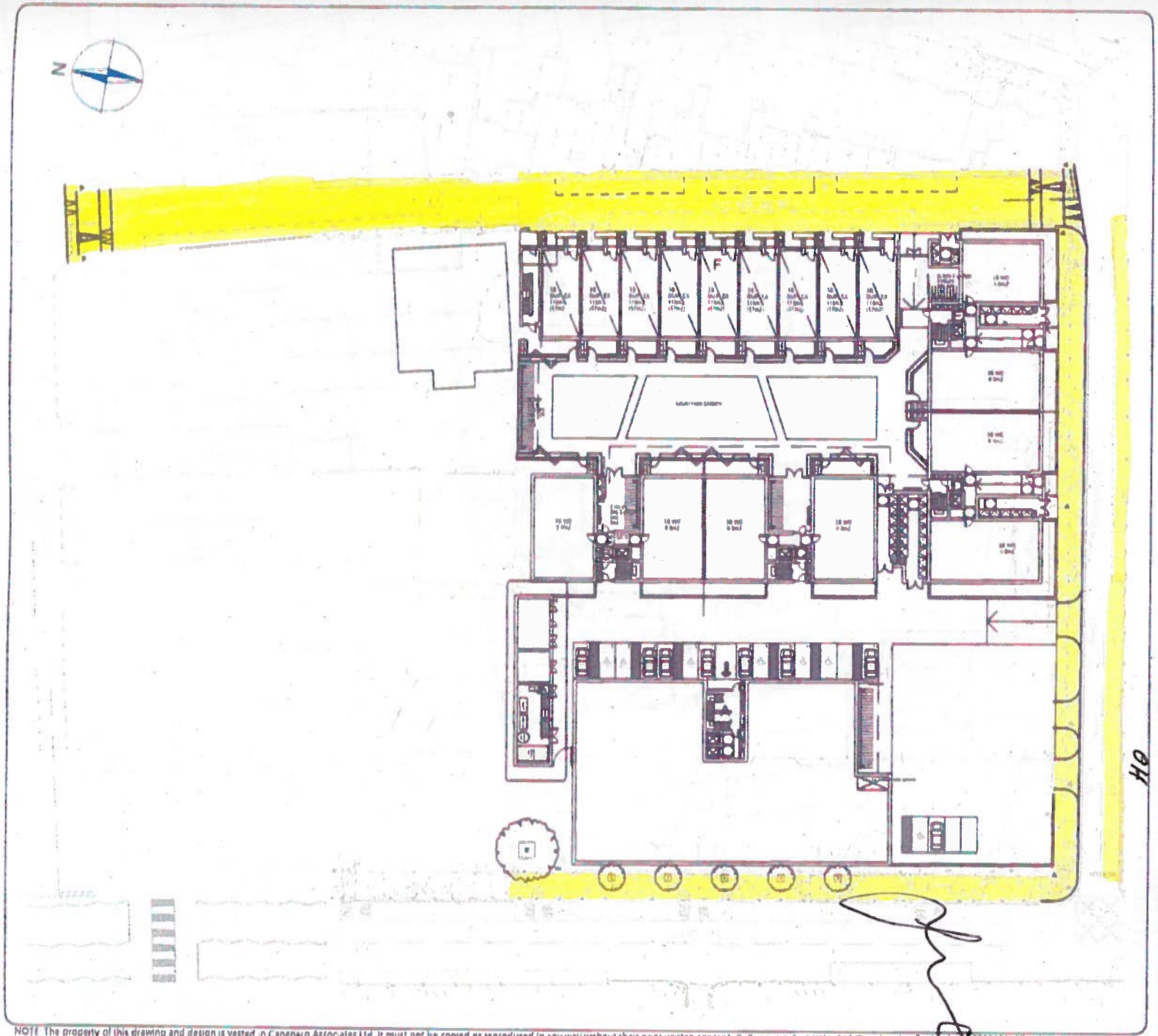
/ 09.06.2016 Issued for planning

rev date description

drawing status

PLA

Diespeker Wharf
38 Graham Street
London N1 8JX
020 7336 7777



NOTES

1. Do not scale from this drawing.
2. This drawing to be read & printed in colour.
3. This drawing is for illustrative purposes only.

REVISION HISTORY

Rev	Details	Drawn	Checked	Date

Status: ☐ Preliminary ☐ For Approval ☐ For Construction ☑ For Information ☐ For Tender ☐ As Built

Client: Hadley Property Group

Project: 584 Green Lanes

Drawing Title: Extent of Highway Works

Scale	Size	Drawn by	Checked by	Date
1:500	A3	DW	NB	17.11.2016

CANEPARO ASSOCIATES
Transport Planning & Highway Design
131-151 Great Titchfield Street • London • W1W 5BB • Tel: 020 3142 4040

Scheme Ref	Drawing No	Sheet	Rev
2703	007	1 of 1	

Highways Works Plan

NOTE The property of this drawing and design is vested in Caneparo Associates Ltd It must not be copied or reproduced in any way without their prior written consent © Caneparo Associates Ltd Registered in England, No 8930032 All rights reserved



GENERAL NOTES

This drawing is © 2015 PTE architects

Use figured dimensions only DO NOT SCALE

All dimensions are in millimetres unless noted otherwise

All levels are in metres above ordnance datum unless noted otherwise

This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants

If in doubt, ask

Block Plan

04

/ 03.06.2016 Issued for planning DH DPD

PLANNING

Pollard Thomas Edwards

580-586 Green Lanes London N8 0RA	16-028	DH	DPD 1:500@A3	Jun'16
General Arrangement Site Block Plan	028_PL_005			/

SECOND SCHEDULE

Draft decision notice granting the Planning Permission

Planning Service

Emma Williamson Assistant Director Planning Service

Mr John Ferguson
RPS CgMs
7th Floor
140 London Wall
London
EC2Y 5DN

On behalf of
GreenLanes Property Developments
Third Floor
16 Garrick Street
London
WC2E 9BA

Planning Application Reference No. **HGY/2016/1807**

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

NOTICE OF PLANNING PERMISSION

Location: **590-598 Green Lanes, N8**

Proposal: **Demolition of the existing retail warehouse and the redevelopment of the site to provide a part 4, part 5 and part 7 storey mixed use residential scheme, comprising 133 residential units (42 x 1-bed, 62 x 2-bed and 29 x 3-bed) and 940sqm of flexible A1/A2/A3/B1/D1 or D2 floorspace at ground floor level, 14 disabled car parking spaces for the residential use, with 3 additional spaces and 1 disabled space for the ground floor use, a new vehicular access off Colina Road and associated landscaping. Works also include the upgrading of Colina Mews and Colina Road.**

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 09/06/2016 and drawing numbers:

028-PL-001; 028-PL-002; 028-PL-003; 028-PL-004; 028-PL-005; 028-PL-006; 028-PL-007 Rev A; 028-PL-008 Rev B; 028-PL-009 Rev B; 028-PL-010 Rev A; 028-PL-011 Rev A; 028-PL-012 Rev A; 028-PL-013 Rev A; 028-PL-014; 028-PL-015; 028-PL-016; 028-PL-017; 028-PL-018; 028-PL-019; 028-PL-020; 028-PL-021; 028-PL-022; 028-PL-023; 028-SK-057 Rev A; 028-SK-058 Rev A; 028-SK-059; 028-SK-060; 028-SK-061; 028-SK-062 Rev A; 028-SK-063 1/3; 028-SK-063 2/3; 028-SK-063 3/3; 028-SK-064; 252/PL/02; 2703-001; 2703-002; 2703-003; 2703-004; Design and Access Statement (June 2016); Design and Access Statement Appearance and Materials Addendum (July 2016); Air Quality Assessment (May 2016); Preliminary Bat Roost Assessment Report (February 2016); BREEAM Pre-Assessment Summary Report (2 June 2016); HQM Pre-Assessment Summary Report (8 June 2016); Energy and Sustainability Report (8 June 2016); External Building Fabric Assessment (7 June 2016); Fire Safety Planning Short Statement (Jun 2016); Flood Risk Assessment (7 June 2016); Landscape Design (June 2016); Phase 1 Desk Study Report (Rev. 1; June 2016); Planning Statement (June 2016); Statement of Community Involvement (June 2016); Transport Statement (June 2016); Framework Travel Plan (June 2016); Tree Survey Report (February 2016); Vibration Assessment (7 June 2016); Potable Water Capacity Flow & Pressure Investigation (24/06/2016); Daylight and Sunlight Report (Version V2, June 2016)

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

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.

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

HGY/2016/1807

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 s91 TCPA 1990 and to prevent the accumulation of unimplemented planning permissions.

2. The development hereby authorised shall be carried out in accordance with the following approved plans and specifications:

028-PL-001; 028-PL-002; 028-PL-003; 028-PL-004; 028-PL-005; 028-PL-006; 028-PL-007 Rev A; 028-PL-008 Rev B; 028-PL-009 Rev B; 028-PL-010 Rev A; 028-PL-011 Rev A; 028-PL-012 Rev A; 028-PL-013 Rev A; 028-PL-014; 028-PL-015; 028-PL-016; 028-PL-017; 028-PL-018; 028-PL-019; 028-PL-020; 028-PL-021; 028-PL-022; 028-PL-023; 028-SK-057 Rev A; 028-SK-058 Rev A; 028-SK-059; 028-SK-060; 028-SK-061; 028-SK-062 Rev A; 028-SK-063 1/3; 028-SK-063 2/3; 028-SK-063 3/3; 028-SK-064; 252/PL/02; 2703-001; 2703-002; 2703-003; 2703-004; Design and Access Statement (June 2016); Design and Access Statement Appearance and Materials Addendum (July 2016); Air Quality Assessment (May 2016); Preliminary Bat Roost Assessment Report (February 2016); BREEAM Pre-Assessment Summary Report (2 June 2016); HQM Pre-Assessment Summary Report (8 June 2016); Energy and Sustainability Report (8 June 2016); External Building Fabric Assessment (7 June 2016); Fire Safety Planning Short Statement (Jun 2016); Flood Risk Assessment (7 June 2016); Landscape Design (June 2016); Phase 1 Desk Study Report (Rev. 1; June 2016); Planning Statement (June 2016); Statement of Community Involvement (June 2016); Transport Statement (June 2016); Framework Travel Plan (June 2016); Tree Survey Report (February 2016); Vibration Assessment (7 June 2016); Potable Water Capacity Flow & Pressure Investigation (24/06/2016); Daylight and Sunlight Report (Version V2, June 2016)

Reason: In order to avoid doubt and in the interests of good planning.

3. Notwithstanding the information submitted with this application, no development above ground 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.

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

4. No development above ground shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the local planning authority and these works shall be carried out as approved. These details shall include: proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (eg. furniture, play equipment, refuse or other storage units, signs, lighting etc.); proposed and existing functional services above and below ground (eg. drainage power, communications cables, pipelines etc. indicating lines, manholes, supports etc.).

Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; implementation programme.

Such an approved scheme of planting, seeding or turfing comprised in the approved details of landscaping shall be carried out and implemented in strict accordance with the approved details in the first planting and seeding season following the occupation of the building or the completion of development whichever is sooner). Any trees or plants, either existing or proposed, which, within a period of five years from the completion of the development die, are removed, become damaged or diseased shall be replaced in the next planting season with a similar size and species. The landscaping scheme, once implemented, is to be retained thereafter.

Reason: In order for the Local Planning Authority to assess the acceptability of any landscaping scheme in relation to the site itself, thereby ensuring a satisfactory setting for the proposed development in the interests of the visual amenity of the area.

5. The development shall not be occupied until a landscape management plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens is submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved and maintained thereafter.

Reason: To ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area.

6. Notwithstanding the details hereby approved, the development shall maintain an active frontage along a minimum of 75% of the Green Lanes elevation of the ground floor of the development.

Reason: To enhance the vitality of the adjacent town centre.

7. The use of the A1/A2/A3/B1/D1 or D2 unit at ground floor hereby permitted shall not be operated before 07:00 hours or after 23:00 hours Monday to Saturday, and before 08:00 hours or after 20:00 hours Sundays and Bank Holidays.

Reason: This permission is given to facilitate the beneficial use of the premises whilst ensuring that the amenities of adjacent residential properties are not diminished consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

8. The car parking spaces shown on the approved drawings shall be provided and marked out on the site prior to the occupation of the development. These spaces shall thereafter be kept continuously available for car parking and shall not be used for any other purpose without the prior permission in writing of the Local Planning Authority.

Reason: In order to ensure that adequate provision for car parking is made within the site.

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

9. The development shall not be occupied until a minimum of 228 cycle parking spaces for users of the development, have been installed in accordance with the details hereby approved. Such spaces shall be retained thereafter for this use only.

Reason: To promote sustainable modes of transport.

10. Prior to the commencement of development, 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 Green Lanes, Colina Road, Colina Mews, and the roads surrounding the site is minimised. It is also requested that construction vehicle movements should 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.

11. Prior to the occupation of the development, a Delivery and Service Plan (DSP) shall be submitted to, approved in writing by the Local planning Authority and implemented accordingly thereafter. Details of which must include the servicing of the commercial/healthcare unit, the servicing of the residential units, including a facility to collect deliveries for residents (a concierge or parcel drop, for example), and a waste management plan which includes details of how refuse is to be collected from the site, the plan should be prepared in line with the requirements of the Council's waste management service and must ensure that bins are provide within the required carrying distances on a waste collection day.

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

12. Prior to the occupation of the development, details shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the CHP network and its operational design has been delivered in line with the GLA's District Heat Manual for London and the ADE/CIBSE Heat Networks Code of Practice for the UK.

Should this not be delivered to the correct level, the applicant will be required to undertake remedial works on site to ensure this. The CHP will thereafter be required to be maintained in accordance with the approved details.

Reason: To ensure that new community heating network is designed and run efficiently in the interests of sustainability.

13. The A1/A2/A3/B1/D1 or D2 unit hereby approved shall not be occupied until a post construction certificate or evidence issued by an independent certification body confirming that BREEAM (or any such equivalent national measure of sustainable building which replaces that scheme) rating 'Very Good' has been achieved for this development has been submitted to, and approved in writing by the Local Planning Authority.

Reason: To ensure that the development achieves a high level of sustainability.

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

14. The residential units hereby approved shall achieve a reduction in carbon (CO2) emissions of at least 33% against Part L of the Building Regulations 2013, as per the details hereby approved. No dwelling shall be occupied until a certificate has been issued by a suitably qualified expert, certifying that this reduction has been achieved, has been submitted to, and approved in writing by the Local Planning Authority.

Reason: To ensure that the development achieves a high level of sustainability.

15. No development shall be carried out on the site until a detailed Air Quality and Dust Management Plan (AQDMP), detailing the management of demolition and construction dust has been submitted to and approved in writing by the Local Planning Authority (the plan shall be in accordance with the GLA SPG Dust and Emissions Control and shall also include a Dust Risk Assessment), and that the site contractor company be registered with the Considerate Constructors Scheme. Proof of registration must be sent to the Local Planning Authority prior to any works being carried out on site. The scheme shall be carried out in accordance with the approved plans.

Reasons: To safeguard the amenities of the area.

16. Before development commences, other than for investigative work and demolition:

a) Using information obtained from the Phase1 Desk Study Report (CGL June 2016 Revision 1) additional site investigation, sampling and analysis shall be undertaken. 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.

b) 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.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety.

17. 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.

18. Prior to the commencement of development, a revised air quality assessment (including dispersion modelling and air quality neutral assessment), taking into account the requirements of the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be carried out in accordance with the approved plans.

Reason: To protect local air quality.

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

19. Prior to the commencement of the relevant part of the development, details of all chimney heights calculations, diameters and locations (for CHP units and boilers) shall be submitted to and approved in writing by the Local Planning Authority. All parameters must, as a minimum, meet the requirements of the Chimney Height Memorandum and the Sustainable Design and Construction SPG.

Reason: To protect local air quality and ensure effective dispersal of emissions.

20. Prior to commencement of the relevant part of the development, details of the CHP demonstrating that the unit to be installed complies with the emissions standards as set out in the GLA SPG Sustainable Design and Construction for Band B, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be carried out in accordance with the approved plans.

Reason: To protect local air quality and ensure effective dispersal of emissions.

21. Details of a scheme for the storage and collection of refuse from the premises shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development. The approved scheme shall be implemented and permanently retained to the satisfaction of the Local Planning Authority.

Reason: In order to protect the amenities of the locality.

22. The development, with the exception of demolition, hereby permitted shall not be commenced until detailed design and method statements for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority in consultation with London Underground. The details shall:

- provide details on all structures
- accommodate the location of the existing London Underground structures and tunnels
- accommodate ground movement arising from the construction
- mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels

The development shall thereafter be carried out in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development has no impact on London Underground transport infrastructure.

23. No 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: To ensure that any piling has no impact on local underground sewerage utility infrastructure.

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

24. Prior to the occupation of the development, the applicant shall provide certification that the scheme complies with the requirements of Secured by Design, and this shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure the safety and security of the development.

25. Prior to any above ground works commencing on site, a detailed sustainable drainage scheme shall be submitted to the local planning authority for consideration and determination and thereafter, any approved scheme shall be implemented wholly in accordance with the approval and before any above ground works commence.

Reason: In order to ensure that a sustainable drainage system has been incorporated as part of the scheme in the interests of sustainability.

26. Notwithstanding the Provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, 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, and this shall be installed prior to the occupation of the property, and the scheme shall be implemented and permanently retained thereafter.

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

INFORMATIVES:

CIL:

Based on the information given on the plans, the Mayoral CIL charge will be £316,117.24 (7349sqm x £35 as uprated for inflation) and the Haringey CIL charge will be £1,278,064.59 (7349sqm x £165 as uprated for inflation). This will be collected by Haringey after/should the scheme is/be 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.

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.

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.

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

Street Numbering:

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

Fire Brigade Advice:

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.

Surface Water:

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.

Groundwater Risk Management:

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.

Thames Water:

Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. We further recommend, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses.

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

Trade Effluent Consent:

A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc, may be required before the Company can give its consent.

Thames Water:

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.

Asbestos:

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.

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

NOMINATIONS AGREEMENT

HARINGEY COUNCIL

HARINGEY COUNCIL NOMINATIONS AGREEMENT

1. INTRODUCTION

1.1. This document sets out the procedures and guidelines for nomination by Haringey Council of prospective tenants for vacant housing association homes, as agreed between the council and the housing associations and housing co-operatives working in the local authority.

1.2. It details the quotas and targets for housing association lettings allocated to Haringey Council, provide an agreed definition of "true void" for housing association homes, and describes the nominations process for use by both housing associations and the council. It also sets out the agreed system for monitoring and liaison.

2. AIMS AND OBJECTIVES

2.1. To assist Haringey Council and housing associations to work effectively together to tackle housing need in Haringey.

2.2. To make best use of the available housing

2.3. To promote customer choice and mobility

2.4. To minimise the use of temporary accommodation

2.5. To promote sustainable communities

2.6. To ensure that housing association homes are let as quickly as possible to appropriate nominees.

2.7. To provide for a transparent nominations process, with clear protocols for the exchange of information.

3. SCOPE

3.1. This agreement covers all permanent lettings of self-contained, housing association managed accommodation within the London Borough of Haringey. It includes all general needs and sheltered units unless specific arrangements are made between the council and an association. Arrangements for intermediate Housing are outlined below in section 14.

3.2. All registered social landlords which manage housing stock in Haringey are requested to become signatories to this document which has been negotiated through the Lettings Sub-Group and formally agreed by the Council and the Housing Association Forum (HAF).

4. DEFINITIONS

Definition of "true void" in housing association stock

4.1. In calculating the proportion of "true void" properties to be made available to Haringey Council, housing associations shall define a "true void" as being:

i. Voids within new build, newly acquired or newly rehabilitated schemes.

ii. Voids created through tenant moves to other landlords where no reciprocal arrangement exists, including moves made under mobility schemes.

iii. Voids created by housing association transfers within Haringey where transfer is to another landlord.

iv. Voids created through tenant transfers to another borough or another Landlord where no reciprocal arrangement exists except when such transfers are made on the grounds of racial harassment or violence;

v. Voids created by tenants buying or renting their own property in the private sector, through the Tenants Incentive Scheme, or through making other accommodation arrangements.

vi. Voids created by the death of a tenant where there is no statutory or contractual right to succession.

vii. Voids created by eviction or abandonment of the property.

viii. Voids created by decants once works completed.

Definition of non "true void"

i. Voids created by temporarily decanted tenants.

ii. Voids created by mutual exchanges.

iii. Voids created as result of Tenant Transfers within RSL's own stock and within the borough of Haringey.

5. QUOTAS FOR HOUSING ASSOCIATION LETTINGS

For initial letting of newly built schemes:

5.1. The housing associations shall provide the council with nomination rights to 100% of units for initial lettings to new developments. This position reflects:

- The large and mature Housing Association stock base in Haringey,
- The commitment of the council toward meeting housing needs and achieving significant reductions in the numbers of households in temporary accommodation,
- The likely increase in Housing Supply in the pan 2016 London mobility proposal and the increased role of the Mayor of London in the area of housing supply.

For subsequent lettings:

5.2. The housing associations shall provide the council with nomination rights to 50% of bed-sit and 1 bedroom "true void" properties in their housing stock.

5.3. The housing associations shall provide the council with nomination rights to 75% of two bedroom or larger "true void" properties in their housing stock.

5.4. Housing Associations undertake to closely monitor nominations to LB Haringey to ensure that these quota's are met within the municipal year (April – March)

5.5. Specific variations on these quotas on a scheme by scheme basis may be negotiated where this can be justified by reference to the impact on the community and to addressing housing need.

6. THE NOMINATIONS SYSTEM

General Comments

6.1. Haringey Council is a member of Home Connections Choice Based Lettings scheme. Except where otherwise specified, Home Connections will be the system by which the council provides nominations to Housing Associations. The procedure for lettings via Home Connections is set out in 7 below.

6.2. Where a property is excluded from the Home Connections process, the borough will provide a direct nomination as per the process set out at 8 below.

6.3. Written procedures for processing nominations shall be drawn up and kept updated by the Council for use by relevant allocations staff. Copies of these shall be provided to all Housing Association partners. Housing Association staff shall be invited to attend relevant training on these procedures.

6.4. The Council shall review each application on its waiting list every 12 months to verify applicant's relevant household details

6.5. In order to facilitate the most efficient letting of new properties, associations shall advise the Council at six monthly intervals of their new housing to be handed over or any special housing schemes to be developed in the following six months, including information on bed size, suitability for special needs and availability dates.

6.6. Associations shall not place unreasonable conditions on the type of nomination which might be made to a particular letting;

6.7. The Council operates a "one suitable offer" policy. Where an applicant refuses a suitable offer, the Council will deem its duty to them discharged and the applicant will receive no further offer of accommodation.

7. HOME CONNECTIONS PROCESS

7.1. The Home Connections cycle Choice Based Lettings process runs on a weekly cycle with properties advertised both on-line and in the local free newspaper. Properties are available for bidding from a Wednesday until Midnight on the following Monday.

i. The Association will submit a vacant property for nomination to the council by completing the electronic form before the deadline of 5pm Monday. Thus must include a photograph of the void property.
ii. The Council will provide the association with a shortlist of up to five appropriate nominees to the Association by 5pm Tuesday (close of business the day following the close of bids at midnight on Monday).
iii. The Association will conduct its own internal viewing and verification process resulting in the highest pointed candidate who is willing to accept the nomination being offered the property. Viewings are preferably conducted on a Wednesday.
iv. The Association will inform the council of the outcome of the viewing process using the electronic form on the Haringey website within three working days of receiving the nominee details.
v. After receiving the outcome form the Council will conduct a final verification of the applicant and will then send a formal offer letter to the successful applicant and the Association within two working days.
vi. The Association will inform the Council of the tenancy start date within 2 working days of the completion of the sign up process
vii. **Where none of the nominees accept the offered property the.....**

8. DIRECT LETTING PROCESS

8.1. Where specified some types of properties shall be let through direct offer from the Council. Where a property is to be let in this way, the following procedure shall be followed:

i. The Association shall inform the Council of a vacancy using the form available on the Council's web site.
ii. The Council shall provide, via email to the nominated officer, details of a nominee for the property within 2 working days of receiving notification.
iii. The Association shall carry out its own internal verification and viewing process which will include interviewing nominees to verify the accuracy of information provided and to provide detailed information about the Association and the proposed letting. The Association may also require nominees to complete an internal application form.
iv. The Association shall inform the Council of the outcome of the nomination using the form available within 5 days of receiving the nominee details.
v. After receiving the outcome form the Council will conduct a final verification of the applicant and will then send a formal offer letter to the successful applicant and the Association within 2 working days.
vi. All nominees shall receive written confirmation of the outcome of the letting for them from the Association.
vii. The Association will inform the Council of the tenancy start date within 2 working days of the completion of the sign up process

9. HOUSING ASSOCIATION GROUNDS FOR REFUSAL

9.1. Housing Associations shall only reject nominees in the following specific circumstances:

i. If the circumstances of the nominated household have changed since they were last assessed by the Council. Or, if new information has come to light since the assessment was made, such that the offer is unsuitable.
ii. If the property is unsuitable for the nominated household because the household is too large or small for the unit, according to the Housing Associations allocations policy.
iii. If the unit is not suitable or suitably adapted for the household and this is supported by the Council's medical advisor.

9.2. Associations shall not offer a nominee a different unit from that which was originally made available.

9.3. Applicant grounds for refusal for refusal – Applicants can only refuse and offer which they have bid for on the following grounds.

9.4. If the applicant/s have become aware of a personal threat to their welfare, from an area within the immediate neighbourhood of the property bid for. Immediate neighbourhood in this instance should not exceed a 1 kilometre area surrounding the property in question. A refusal form must be completed and signed for each of the applicants where an applicant so refuses a property which they have bid for

9.5. Lettable Standard – Each housing association is expected to achieve a universal lettable standard for each void property which the council has nomination rights to.

10. RECIPROCAL ARRANGEMENTS

10.1. The Council shall consider sympathetically any requests from Associations for reciprocal lettings arrangements. These will be considered on a case by case basis by Senior Officers who will have particular regard to:

i. the comparability of the units (e.g. size, quality, area, timetable for availability)
ii. whether it will prevent statutory homelessness
iii. whether it is necessary to achieve expenditure within a necessary time scale
iv. whether it is necessary to prevent violence/harassment

11. COUNCIL APPEAL PROCEDURE

11.1. Nominees shall have the right of appeal in line with the Council's published Lettings Policy. The right of appeal relates only to the suitability of the offer.

11.2. The Council shall operate the appeal procedure as specified in the Lettings Policy. During the appeal process, the Association will be requested to keep the offer open for 5 working days from the date of refusal. Should the appeal decision take longer than this, the Council shall withdraw the offer and provide a new shortlist of appropriate nominations.

12. PREVENTING DISCRIMINATION

12.1. Both the council and housing association partners are strongly committed to actively tackling discrimination on the grounds of ethnicity, disability, gender, religion / belief, age or sexuality.

12.2. Housing associations and the council shall operate equal opportunities policies designed to prevent and eliminate discrimination in the provision of social housing. Equalities information will be collected and will form part of the monitoring information required in the lettings return.

12.3. The Lettings sub-group shall review the equalities data collected on an annual basis and may jointly set annual targets to ensure appropriate lettings.

12.4. Where there is evidence of discrimination and a BME or specialist Housing Association is working within a specific community to prevent this, LB Haringey will work in partnership with the association to support this work and may negotiate targeted lettings arrangements where this can be justified.

13. SUB REGIONAL ARRANGEMENTS

13.1. The Housing Corporation, in response to the problems of high demand and limited supply across London, recently promoted a regional and sub-regional approach to the allocation of the Approved Development Programme (ADP). The process is expected to address the problems beyond borough boundaries and means that if new units are developed within a borough using Housing Corporation funding, other boroughs within the sub-region may have nomination rights to the homes once completed.

13.2. The Policy for pooling regional nominations to housing units developed within the North London sub-region, includes the following boroughs:

- Islington
- Camden
- Enfield
- Westminster
- Barnet

13.3. Such sub regional arrangements will be determined in line with Housing Corporation and sub regional policies and will be specified on a scheme by scheme basis.

14. INTERMEDIATE HOUSING

14.1. Intermediate housing is best described as a range of products that will deliver housing at prices or rents significantly below market levels and significantly above social rent levels. These tenures include shared ownership, HomeBuy, Open Market HomeBuy, New Build HomeBuy, Social HomeBuy, key worker, intermediate and sub-market rent, equity share, equity loan and cash incentive schemes.

14.2. From April 2006, all nominations to intermediate housing will be made through the sub-regional HomeBuy agent. The HomeBuy agent for the North-London sub-region is currently Metropolitan Housing Trust (MHT) which will act as a one stop for all forms of intermediate housing other than Social HomeBuy which is managed by the individual RSL's.

14.3. Nominations will be made from a unified waiting list held by the HomeBuy agent.

14.4. In general terms only applicant from the single waiting list will be eligible for offers of accommodation. However, RSL's are responsible for their own marketing, thus generating new leads so waiting lists can be maintained by individual RSL's. However, all applicants reserving properties must complete a Housing Options application form.

14.5. Potential applicants will be required to go through a registration process to be added on to the list. Requests for nominations to available units will be made directly to the HomeBuy agents by the RSL. However, if a previously unregistered applicant is identified by an RSL as a result of its own targeted marketing and that applicant reserves a property, the HomeBuy application should be marked as such, identifying the property involved. Once registered and verified the applicant must be fed straight back to the named RSL and not put on the wider marketing lists. The applicant will be put on hold and not referred once the HomeBuy agent has received "offers made" feedback that the property has been reserved.

15. MONITORING

15.1. Each housing association shall complete the Haringey lettings return and return it to the council on a quarterly basis. Associations with small holdings of properties (fewer than 50) or very low turnover of units (fewer than 10 per year) shall be asked to submit an annual return only.

15.2. The council shall collate the results and prepare a report which shall be published on the Haringey web site. Analysis shall be reported to the HAF through the Lettings sub-group on a quarterly basis.

15.3. Such results shall include customer satisfaction surveys which shall be undertaken by the council.

16. LIAISON ARRANGEMENTS

16.1. The quarterly meetings of the Lettings sub-group of the Housing Association Forum shall be the regular point of liaison between officers from the council and from housing associations, and shall receive regular monitoring information discussed above.

17. VARIATIONS TO THIS AGREEMENT

17.1. This agreement may be varied, suspended or amended by negotiation between the Association and the Council on a scheme by scheme basis where this can be justified by reference to the impact on the community and

to addressing housing need. This may be undertaken to facilitate local lettings arrangements, or regeneration / renewal schemes being carried out by the Association. Such variations shall be in writing and shall be time limited.

18. REVIEW OF THIS AGREEMENT

18.1. This Agreement will be considered at annual intervals by the Lettings sub-group and shall be reviewed if partners agree it is necessary. A Review working group shall be established by the council with membership drawn from the Lettings sub-group and elsewhere as appropriate. This Agreement may only be varied after such a review and must be subject to consultation with the HAF through the Lettings sub-group.

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:



.....Jackie Longmore.....

Authorised Officer

EXECUTED AS A DEED on behalf of **LJ GREEN LANES LIMITED**, a company incorporated in Isle of Man, by .... being (a) person(s) who, in accordance with the laws of that territory, is / are acting under the authority of the company:

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED on behalf of **AERIANCE INVESTMENTS S.A.R.L.**, a company incorporated in Luxembourg, by ....., being a person who, in accordance with the laws of that territory, is acting under the authority of the company (acting in its own name but on behalf of AERIANCE FCP-SIF and its sub-fund AMREF 2):

Authorised Signatory: