

Dated

Fth March

2016

04/03/16

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY
- (2) MELDENE LIMITED
- (3) STARDARE LIMITED
- (4) STAR FURNISHING LIMITED
- (5) TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED

Deed Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

In relation to:

Development of land bordered by Northumberland Park to the north, High Road to the west, Park Lane to the south and Worcester Avenue to the east

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THIS DEED is made on

7th

day of

March

2016

am

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green, London N22 4LE ("the Council")
- (2) **MELDENE LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("the Owner")
- (3) **STARDARE LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("Stardare")
- (4) **STAR FURNISHING LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("Star Furnishing")
- (5) **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** of Lilywhite House 782 High Road, London N17 0BX ("the Developer")

Together "**the Parties**"

INTRODUCTION

- i. This Deed is entered into by the Parties in relation to the Site
- ii. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and is the local authority for the purposes of the Greater London Council (General Powers Act) 1974 and the Local Government Act 1972 and the Localism Act 2011 and the highway authority for the purpose of the 1980 Act
- iii. The Owner is the freehold and leasehold owner of those parts of the Site as set out in Part 1 of Schedule One
- iv. Stardare and Star Furnishing are the freehold and leasehold owners of those parts of the Northern Terrace Site set out in Part 2 of Schedule One
- v. The Developer has submitted the Planning Application and Listed Building Consent Application to the Council
- vi. The Council having complied with all of its duties under the 1990 Act has resolved to exercise its powers under Section 227 and Section 233 of the 1990 Act and (if necessary) to enter into a sale and leaseback arrangement of part of the Site ("the

Sale and Leaseback") with the Owner and thereby taking the benefit of the operation of Section 237 of the 1990 Act

- vii. The Council having complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions of the Council's Local Plan and the saved provisions of the London Borough of Haringey Unitary Development Plan and all other material considerations has resolved to enter into this Deed at the meeting of its Planning Sub-Committee on 16 December 2015 and following the execution of this Deed (and subject to Clause 6.1) to grant the Planning Permission and the Listed Building Consent
- viii. The covenants in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

1. Definitions and Interpretation

- 1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings in this Deed:

"1980 Act"	The Highways Act 1980
"1990 Act"	The Town and Country Planning Act 1990 as amended
"796 High Road Works"	The works of repair and refurbishment to 796 High Road to be undertaken in accordance with listed building consent reference HGY/2015/1490
"796 High Road"	Number 796 Tottenham High Road shown for the purposes of identification only coloured pink on the Northern Terrace Plan
"810 and 812 High Road"	Number 810/812 Tottenham High Road shown for the purposes of identification only coloured blue on the Northern Terrace Plan

“Abnormals Costs” Any reasonable costs in respect of the Residential Development that become known at the date of the Viability Assessment in addition to the Residential Development Construction Costs

“Affordable Housing Purposes” The provision of affordable housing in the Council’s administrative area

“Air Quality Objectives” Those parts of the air quality objectives as set out in the Air Quality (England) Regulations 2000 (“the 2000 Regulations”), as amended by the Air Quality (England) (Amendment) Regulations 2002 more particularly identified in Schedule Twenty

“Any Other Costs” Any other costs properly and reasonably predicted to be incurred by the Owner as at the date of the submission of the Viability Assessment in connection with or incidental to the Residential Development which are not included in any other cost headings in the definition of Residential Development Costs with the intent that no costs which are so properly and reasonably incurred should be excluded from the Viability Assessment and where such costs are shared with other phases of the Development only a proportionate share of the costs reasonably attributable to the Residential Development shall be included

“Attraction of Visitors Measures” A package of measures in accordance with the outline contained in Schedule Fifteen to be agreed between the Owner and the Council to attract visitors to the vicinity of the Completed

	Stadium in advance of each Major Event in line with the annual forecast in the Major Event Day Transport Assessment
"Bus Priority and Diversion Measures"	A scheme to facilitate improved bus operations in the carriageway in the vicinity of the Site and the turnaround of the Bus Service W3 to be approved by the Council in consultation with TfL and the Owner in accordance with Plans 21 and 22 annexed as part of Schedule Three
"Business and Community Liaison Group"	The group involving residents and businesses of the local community to be formed pursuant to Condition A5 attached to the Planning Permission
"Car Club"	A club operated by a company that is accredited by Carplus (the national charity promoting responsible car use) which residents of the Residential Development and members of the general public may join and which makes cars available to hire to members either on a commercial or part-subsidised basis
"Car Parking Management Plan"	A plan that will set out the allocation of parking spaces to all permitted users and visitors including access controls and parking space numbers. The plan will also detail the car parking provisions for Blue Badge holders including allocated wheelchair accessible parking spaces
"Chestnut Road Improvement Works"	A scheme of improvements to the public highway in the vicinity of Chestnut Road to be designed in conjunction with the Green Link in consultation with the Developer/Owner

"Commencement of the Extreme Sports Centre Development"	The Commencement of the Extreme Sports Centre Development above Podium Level and for the avoidance of doubt not including any temporary landscaping works undertaken as part of the Public Realm Phasing Plan
"Commencement of the Health Centre Development"	The Commencement of the Health Centre Development and for the avoidance of doubt not including any temporary landscaping works undertaken as part of the Public Realm Phasing Plan or any works undertaken associated with the Stadium Development
"Commencement of the Hotel Development"	The Commencement of the Hotel Development above Podium Level and for the avoidance of doubt not including any temporary landscaping works undertaken as part of Public Realm Phasing Plan
"Commencement of the Residential Development"	The Commencement of the Residential Development above Podium Level and for the avoidance of doubt not including any temporary landscaping works undertaken as part of the Public Realm Phasing Plan and the Community/Commercial Space
"Commencement of the Stadium Development"	The Commencement of the Stadium Development
"Commencement"	The date on which any material operation (as defined in Section 54(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purpose of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological

	investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of ground conditions, diversion and laying of services erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commence" and "Commenced" shall be construed accordingly
"Community/Commercial Space"	That part of the Residential Development Site shown coloured grey on the Site Plans
"Community/Commercial Space Cycling Strategy"	A plan to promote and regulate cycling to and from the Community/Commercial Space by visitors and members of staff in accordance with the Travel Plan General Principles
"Community/Commercial Space Servicing and Delivery Plan"	A plan to regulate servicing and deliveries to and from the Community/Commercial Space in accordance with the Travel Plan General Principles
"Community/Commercial Space Travel Plan"	A plan to promote sustainable modes of transport to and from the Community/Commercial Space to be prepared in accordance with the Travel Plan General Principles
"Completed Stadium"	The completed Stadium to be constructed as part of the Development
"Concert Modal Split Target"	A target that 90% of spectators attending a concert at the Completed Stadium shall use modes of transport other than private car to arrive within the vicinity of the Completed Stadium
"Conservation Management	The plan previously submitted to the Council to

Plan"	promote (amongst other matters) the conservation of the Northern Terrace Site
"Considerate Constructors Scheme"	The scheme at Schedule Thirteen to this Deed incorporating a code of practice identifying that construction on the Site will be as follows: ◦ Considerate; ◦ Environmentally Aware; ◦ Clean; ◦ Neighbourly; ◦ Respectful; ◦ Safe; ◦ Responsible; and ◦ Accountable
"Deferred Affordable Housing Contribution Cap"	The predicted cost of providing the relevant percentage of affordable housing in compliance with the Council's planning policy in operation at the date of the submission of the Viability Assessment
"Deferred Affordable Housing Contribution"	The financial contribution to be paid by the Owner to the Council representing 50% of any Residential Development Surplus up to the Deferred Affordable Housing Contribution Cap
"Developer's Profit"	25% of the Residential Development Costs (profit on costs)
"Development"	The development of the Site in accordance with the Planning Permission and Listed Building Consent

"Director"	The Council's Director of Regeneration Planning and Development or such other proper office of the Council responsible for planning and highways functions
"District Energy Network"	A single area wide energy network, serving the wider area of north Tottenham including the Development, High Road West and Northumberland Park
"Employment and Skills Strategy General Principles"	The principles in respect of the implementation and operation of the Employment and Skills Strategies as set out in Schedule Twenty Five to this Deed
"Energy Statements"	The Extreme Sports Centre Development Energy Statement the Health Centre Development Energy Statement the Hotel Development Energy Statement and the Residential Development Energy Statement
"Existing Agreements"	The March 2012 Agreement the March 2014 Agreement and the July 2015 Agreement
"Expert"	The expert appointed to determine any disputes or disagreement arising under this Deed in accordance with Clause 21
"Extreme Sports Centre Development Community Use Programme"	A strategy to secure access to the Extreme Sports Centre for use by members of the local community
"Extreme Sports Centre Development Site Obligations"	Those obligations enforceable against the Extreme Sports Centre Site set out in Clauses 12.1.8 and 12.1.9 and Schedule Eleven of this Deed

“Extreme Sports Centre Development Site Owner”	The Owner and any assigns, lessees and successors in title or any other party with a legal interest in the Extreme Sports Centre Development Site
“Extreme Sports Centre Development”	That part of the Development to be carried out on the Extreme Sports Development Site comprising an extreme sports centre
“Extreme Sports Centre Development Carbon Offsetting Contribution”	The financial contribution payable by the Owner to the Council calculated with reference to the offsetting rate published by the Council and in place at the time of the reserved matters application for the Extreme Sports Centre Development where the carbon reduction targets have not been achieved by the Extreme Sports Centre Development
“Extreme Sports Centre Development Construction Phase Employment and Skills Strategy”	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the construction phase of the Extreme Sports Centre Development prepared in accordance with the Employment and Skills Strategy General Principles
“Extreme Sports Centre Development Cycling Strategy”	A plan to promote and regulate cycling to and from the Extreme Sports Centre Development by visitors and members of staff in accordance with the Travel Plan General Principles
“Extreme Sports Centre Development Servicing and Delivery Plan”	A plan to regulate servicing and deliveries to and from the Extreme Sports Centre Development in accordance with the Travel Plan General Principles

"Extreme Sports Centre Development Site"	That part of the Site coloured yellow on the Site Plans
"Extreme Sports Centre Development Travel Plan"	A plan to promote sustainable modes of transport to and from the Extreme Sports Centre to be prepared in accordance with the Travel Plan General Principles
"Extreme Sports Centre Development Energy Centre"	A single energy centre serving the Extreme Sports Centre Development with its heating and hot water requirements
"Extreme Sports Centre Development Energy Statement"	The statement to be submitted in parallel with the reserved matters applications for the Extreme Sports Centre Development setting out a proposed energy strategy for the Extreme Sports Centre Development including predicted energy performance in order to demonstrate how the carbon targets set out in the Environmental Statement submitted in support of the Planning Application will be achieved and the calculation of the Extreme Sports Centre Development Carbon Offsetting Contribution (if applicable)
Extreme Sports Centre Development Occupation Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the occupation and operation of the Extreme Sports Centre Development
"Finance Costs"	7% (or LIBOR plus 5% (whichever is the higher)) of the Residential Development Costs
"Force Majeure Event"	An event falling within the following: fire, flood, tempest, exceptionally adverse weather,

conditions, earthquake, riot, civil commotion, insurrection, strike, lock-out or act of war or act of terrorism which shall prevent the Owner or Developer from performing its obligations under this Deed

"Foundation"

The Tottenham Hotspur Foundation

"Green Link"

Means the green pedestrian and cycle link which links Tottenham High Road with Chestnut Road to Tottenham Hale

"Health Centre Development
Construction Phase
Employment and Skills
Strategy"

A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the construction phase of the Health Centre Development prepared in accordance with the Employment and Skills Strategy General Principles

"Health Centre Development
Cycling Strategy"

A plan to promote and regulate cycling to and from the Health Centre Development by visitors and members of staff in accordance with the Travel Plan General Principles

"Health Centre Development
Energy Statement"

The statement to be submitted setting out a proposed energy strategy for the Health Centre Development including predicted energy performance in order to demonstrate how the carbon targets set out in the Environmental Impact Assessment submitted in support of the Application will be achieved

"Health Centre Development
Obligations"

Those obligations enforceable against the Health Centre Development Site set out in Clause 12.1.4 and 12.1.5 and Schedule Eight to this Deed

"Health Centre Development"	That part of the Development to be carried out on the Health Centre Development Site comprising a community health centre
"Health Centre Development Occupation Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area from the occupation and operation of the Health Centre Development prepared in accordance with the Employment and Skills Strategy General Principles
"Health Centre Development Servicing and Delivery Plan"	A plan to regulate servicing and deliveries to and from the Health Centre Development in accordance with the Travel Plan General Principles
"Health Centre Development Site"	That part of the Site coloured pink on the Site Plans
"Health Centre Development Site Owner"	The Owner and any assigns, lessees and successors in title or any other party with a legal interest to the Health Centre Development Site
"Health Centre Development Travel Plan"	A plan to promote sustainable modes of transport to and from the Health Centre to be prepared in accordance with the Travel Plan General Principles
"High Road THFC Buildings"	Numbers 794, 798, 800, 802, 804, 806, 808 and 814 Tottenham High Road
"High Road THFC Buildings Works"	A scheme of works of repair and renovation to the High Road THFC Buildings
"Highways Works"	The Stadium Development Highways Works, the

	Chestnut Road Improvement Works, the Bus Priority and Diversion Measures and the Northumberland Park Station Access Works
"Highways Works Allocated Funding"	Funding previously allocated by the Council in the sum of £1,860,000 (one million eight hundred and sixty thousand pounds) towards the delivery of the Highways Works
"Hotel Development Construction Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the construction phase of the Hotel Development prepared in accordance with the Employment and Skills Strategy General Principles
"Hotel Development Cycling Strategy"	A plan to promote and regulate cycling to and from the Hotel Development by visitors and members of staff in accordance with the Travel Plan General Principles
"Hotel Development"	That part of the Development to be undertaken on the Hotel Development Site comprising a hotel and 49 serviced apartments
"Hotel Development Energy Centre"	A single energy centre serving the Hotel Development with its heating and hot water requirements
"Hotel Development Energy Statement"	The statement to be submitted setting out a proposed energy strategy for the Hotel Development including predicted energy performance in order to demonstrate how the carbon targets set out in the Environmental Statement submitted in support of the Planning

	Application will be achieved
"Hotel Development Occupation Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the occupation and operation of the Hotel Development prepared in accordance with the Employment and Skills Strategy General Principles
"Hotel Development Servicing and Delivery Plan"	A plan to regulate servicing and deliveries to and from the Hotel Development in accordance with the Travel Plan General Principles
"Hotel Development Site"	That part of the Site shown coloured orange on the Site Plans
"Hotel Development Site Obligations"	Those obligations enforceable against the Hotel Development Site set out in Clauses 12.1.6 and 12.1.7 and Schedule Nine
"Hotel Development Site Owner"	The Owner and any assigns, lessees or successors in title or any other party with a legal interest in the Hotel Development Site
"Hotel Development Travel Plan"	A plan to promote sustainable modes of transport to and from the Hotel to be prepared in accordance with the Travel Plan General Principles
"July 2015 Agreement"	The agreement pursuant to Section 106 of the 1990 Act between the Council and the Developer and others dated 7 July 2015
"July 2015 Permission"	The planning permission issued in respect of the Site dated 7 July 2015 given reference HGY/2015/0964

“Listed Building Consent”	The listed building consent to be granted by the Council pursuant to the Listed Building Consent Application substantially in the form of the draft decision notice set out in Schedule Two
“Listed Building Consent Application”	The application for listed building consent for internal and external works to 744 High Road all in connection with the use of the building for ancillary museum uses associated with a separate planning application for the Northumberland Development Project and allocated reference number HGY/2015/3001 by the Council
“Local Ward Councillors”	The elected councillors for the time being of the Bruce Grove, Noel Park, Northumberland Park, Seven Sisters, Tottenham Green, Tottenham Hale, White Hart Lane and Woodside wards of the Council
“Major Event”	Any event taking place at the Completed Stadium attended by 10,000 or more spectators excluding staff
“Major Event Day Local Area Management Plan”	A plan to mitigate adverse environmental impacts and nuisance to residents and businesses which are otherwise likely to be adversely affected by the use of the Completed Stadium for Major Events including in particular NFL Events to cover a geographical area to be agreed with the Council to be prepared in consultation with Local Ward Councillors, the Business and Community Liaison Group, TfL and the Metropolitan Police in accordance with the framework set out in

Schedule Eighteen

"MEDCPZ Extension"	An extension to the Major Event Day CPZ as may be recommended following the assessment of the results of the Major Event Day Monitoring Programme
"MEDCPZ Code of Enforcement"	A code of enforcement generally in accordance with those principles annexed to Schedule Twenty One provided that the Council shall reasonably consult with the Owner and take proper account of its representations before adopting the code of enforcement
"Major Event Day CPZ"	The event day controlled parking zone in connection with the use of the Completed Stadium for Major Events pursuant to the Road Traffic Regulation Act 1984 shown on the indicative Plans 26, 27 and 28
"MEDCPZ Extension Design and Consultation Costs"	The reasonable cost of the design and consultation of the MEDCPZ Extension
"MEDCPZ Extension Implementation Costs"	The reasonable cost incurred by the Council in respect of the MEDCPZ Extension including the implementation administration and maintenance generally in accordance with the MEDCPZ Code of Enforcement and for the avoidance of doubt the Council will actively consult with the Owner in agreeing the budget and ultimate cost of the MEDCPZ Extension and keep the Owner informed throughout the implementation process
"Major Event Day Monitoring Programme"	A monitoring programme in respect of the Major Event Day Stadium Development Travel Plan Minor Event Day Stadium Development Travel

	Plan Stadium Development Coach Strategy Stadium Development Cycling Strategy and the Major Event Day Local Area Management Plan to be agreed between the Owner and the Council and undertaken by an appointed independent agent in accordance with the framework set out in Schedule Nineteen
"Major Event Day Monitoring Proposals Report"	A detailed report proposing additional measures to be adopted or incorporated within the Major Event Day Stadium Travel Plan Minor Event Day Stadium Travel Plan Stadium Development Coach Strategy Stadium Development Cycling Strategy or the Major Event Day Local Area Management Plan with a view to achieving the relevant Modal Split Target in the next season
"Major Event Day Monitoring Review"	A review of the results of the Major Event Day Monitoring Programme undertaken by the Owner in liaison with the independent agent responsible for undertaking the Major Event Day Monitoring Programme and in consultation with the Council, TfL and the Business and Community Liaison Group
"Major Event Day Stadium Development Travel Plan"	A transport highways parking and travel plan for the use of the Completed Stadium for Major Events in accordance with the Major Event Day Stadium Travel Plan submitted as part of the Planning Application and the framework attached as Schedule Fifteen to this Deed
"Major Event Day Transport Assessment"	Means the Stadium Major Event Day Transport Assessment and Travel Planning 2015 (September 2015) forming part of the Planning

Application

"March 2012 Agreement"	The agreement pursuant to Section 106 of the 1990 Act and Section 278 of the 1980 Act entered into by the Council, the Developer and other parties dated 29 March 2012
"March 2014 Agreement"	The agreement pursuant to Section 106 of the 1990 Act entered into by the Council and TH Property Limited and others dated 31 March 2014
"Minor Event"	Any event taking place at the Completed Stadium attended by fewer than 10,000 spectators excluding staff
"Minor Event Day Stadium Development Travel Plan"	A transport highways parking and travel plan for the use of the Completed Stadium for Minor Events and the day to day operation of the Completed Stadium in accordance with the Travel Plan General Principles
"Modal Split Target"	Any of the THFC Modal Split Target, the NFL Modal Split Target or the Concert Modal Split Target
"Northern Development Site"	The land shown edged red on Plan 24 and Plan 25 forming part of Schedule Three
"Northern Development Site Obligations"	The obligations contained in paras 2.1; 2.6; 2.8; 5.1; 7.1 (excluding 7.1.3); 8.1; 8.2 and 8.3 of the Fourth Schedule to the March 2012 Agreement and paragraphs 1.5 and 1.9 of Schedule One to the March 2014 Agreement
"Northern Development Site"	Any party with a freehold or leasehold interest in

Owner"	the Northern Development Site and their assigns lessees or successors in title to the Northern Development Site
"NDP Energy Centre"	A single energy centre located within the Residential Development serving a Site wide energy network, linking into and serving all buildings across the Site with their heating and hot water requirements
"NFL Events"	The holding of National Football League American football matches at the Completed Stadium
"NFL Modal Split Target"	The target that 85% of spectators at NFL Events or other Major Events (other than association football matches or concerts) shall use modes of transport other than private car to arrive within the vicinity of the Completed Stadium
"Northern Terrace Obligations"	The obligations enforceable against the Northern Terrace Site set out in Schedule Seven to this Deed
"Northern Terrace Owners"	Stardare and Star Furnishing and their assigns lessees or successors in title to the Northern Terrace Site
"Northern Terrace Plan"	Plan 2 showing the Northern Terrace Site annexed as part of Schedule Three
"Northern Terrace Site"	The part of the Site shown edged brown on the Northern Terrace Plan
"Northumberland Park Station Access Works"	A scheme of pedestrian route and crossing improvements in the vicinity of Northumberland Park Station as shown as shown on Plan 20 to

	be approved by the Council in consultation with the Owner
"Occupation"	Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Original Planning Permission"	The planning permission issued on 20 September 2011 relating to the Site reference HGY/2010/1000
"Parking Permit"	Means a permit issued by the Council to residents allowing the parking of a vehicle in a residents parking bay on the highway within the area of the Council but not including a disabled person's "blue badge" issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970
"Participating Schools"	Northumberland Park Community School, Lancastrian Primary School, St Paul and All Hallows CE Infant/Junior School, St Francis Sales RC Infant/Junior School, Risley Avenue Primary School, Devonshire Hill Primary School, The Willow School, Bruce Grove Primary School, Mulberry Primary School, Harris Primary Academy Coleraine Park, the Holy Trinity CE Primary School, Tottenham University Technical College, Brook House Primary School and any new school built within the Northumberland Park, Tottenham Hale, White Hart Lane or Bruce Grove

	Wards of the Council as notified to the Owner by the Council
"Plan"	Any plan annexed within Schedule Three and referenced in this Deed by a specific number
"Planning Application"	The application for planning permission allocated reference number HGY/2015/3000 by the Council for proposed demolition and comprehensive phased redevelopment for stadium (Class D2) with hotel (Class C1), Tottenham Experience (sui generis), sports centre (Class D2); community (Class D1) and/or offices (Class B1); housing (Class C3); and health centre (Class D1) together with associated facilities to including the construction of new and altered roads, footways; public and private open spaces; landscaping and related works. Details of "appearance" and "landscape" are reserved in relation to the residential buildings and associated community and/or office building. Details of "appearance" and "scale" are reserved in relation to the sports centre building. Details of "appearance" are reserved in relation to the health centre building
"Planning Obligations and CIL Costs"	The predicted total costs of performing the obligations in this Deed in respect of the Residential Development (other than any Deferred Affordable Housing Contribution) and the amount of any Community Infrastructure Levy payable in respect of the Residential Development
"Planning Permission"	The planning permission to be issued by the Council in respect of the Planning Application

	substantially in the form of the draft set out in Schedule Two
"Podium"	That part of the Development shown coloured green on the Public Access Area Plan
"Podium Level"	The level of the Development raised concrete structure above street level as shown on Plan 7
"Practical Completion of the Stadium Development"	The issue of a certificate by the Owner's architect, civil engineer, chartered surveyor or contract administrator (in which case duly verified in writing by the suitably qualified professional appointed by the Owner in agreement with the Council) as appropriate certifying that the Completed Stadium is for all practical purposes sufficiently complete to be put into use
"Professional Fees"	12% of the Residential Development Construction Costs
"Public Access Area Plan"	Plan 3 showing the Public Access Space and Podium annexed as part of Schedule Three
"Public Access Management Plan"	A plan to be prepared by the Owner to provide for and regulate public access to the Podium and Public Access Space and the management and maintenance of those spaces in accordance with the framework attached at Schedule Twenty Three
"Public Access Space"	That part of the Development coloured yellow on the Public Access Area Plan
"Public Realm Phasing Plan"	The phasing plan in respect of the temporary public realm and landscaping elements of the Development to be prepared in accordance with

Condition H2 attached to the Planning
Permission

"Residential Benchmark Land Value"	£48.4m (Forty Eight Million Four Hundred Thousand pounds) subject to indexation from 16 December 2015 by the RICS Build Cost Information Service All-in TPI data to the date of submission of the Viability Assessment
"Residential Development"	That part of the Development to be undertaken on the Residential Development Site
"Residential Development Carbon Offsetting Contribution"	The financial contribution payable by the Owner to the Council calculated with reference to the offsetting rate published by the Council and in place at the time of the submission of the reserved matters application for the Residential Development payable in circumstances where the carbon reduction targets have not been achieved by the Residential Development
"Residential Development Construction Costs"	The projected costs of constructing the Residential Development as at the date of the submission of the Viability Assessment including but not limited to: (i) All costs projected to be required to be paid to any building contractor or contractors to carry out and complete the Residential Development (including demolition, externals, infrastructure (including the NDP Energy Centre if provided), public realm, the basement car park) specifically comprised within the Residential Development provided that

where such costs are shared costs with other phases of the Development only a proportionate share of the costs reasonably attributable to the Residential Development shall be included (and for the avoidance of doubt the costs associated with the NDP Energy Centre shall not constitute such a shared cost) including contractors overheads and profit;

- (ii) all preliminary costs including site establishment, installation of services offices and equipment, site security, plant and machinery, scaffolding, health and safety measures, site staff and administration costs in respect of the Residential Development;
- (iii) warranties, and contingencies in respect of the Residential Development;
- (iv) costs of service diversions and connections of new supplies including costs associated with permits and consents from statutory undertakers in respect of the Residential Development which have not been previously undertaken as part of any other phase of the Development;
- (v) insurance in respect of the Residential Development;
- (vi) environmental surveys and site

investigations and monitoring in respect of the Residential Development; and

- (vii) a reasonable contingency in respect of the Residential Development

"Residential Development Construction Phase Employment and Skills Strategy"

A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the construction phase of the Residential Development prepared in accordance with the Employment and Skills Strategy General Principles

"Residential Development Costs"

The projected sum of the Residential Development Construction Costs, Abnormals Costs, Professional Fees, Planning Obligations and CIL Costs, Sales and Marketing Costs, Finance Costs, Developer's Profit and Any Other Costs as at the date of the submission of the Viability Assessment provided always that no item shall be accounted for more than once

"Residential Development Cycling Strategy"

A plan to promote and regulate cycling to and from the Residential Development by visitors and occupiers of the Residential Development Units to be prepared in accordance with the Travel Plan General Principles

"Residential Development Energy Statement"

The statement to be submitted in parallel with the reserved matters application for the Residential Development setting out a proposed energy strategy for the Residential Development including predicted energy performance in order to demonstrate how the carbon targets set out in

	the Environmental Statement submitted in support of the Planning Application will be achieved and the calculation of the Residential Development Carbon Offsetting Contribution (if applicable)
"Residential Development Gross Development Value"	The projected gross development value of the Residential Development as at the date of the Viability Assessment
"Residential Development Revenue"	The projected sales revenue of all the Residential Development Units and the residential car parking spaces on a present day basis as at the date of the submission of the Viability Assessment
"Residential Development Site Obligations"	Those obligations enforceable against the Residential Development Site set out in Clauses 12.1.10, 12.1.11 and 12.1.12 and Schedule Ten of this Deed
"Residential Development Site"	That part of the Site coloured green on the Site Plans
"Residential Development Site Owner"	The Owner and any assigns, lessees or successors in title or any other party with a legal interest in the Residential Development Site
"Residential Development Surplus"	Any positive sum resulting from the deduction of the Residential Benchmark Land Value from the Residential Development Residual Land Value in the Viability Assessment
"Residential Development Residual Land Value"	A sum resulting from the deduction of the Residential Development Costs from the Residential Development Revenue

"Residential Development Servicing and Delivery Plan"	A plan to regulate servicing and deliveries to and from the Residential Development to be prepared in accordance with the Travel Plan General Principles
"Residential Development Travel Plan"	A plan to promote sustainable modes of transport to and from the Residential Development to be prepared in accordance with the Travel Plan General Principles
"Residential Development Unit"	An individual dwelling to be constructed as part of the Residential Development
"Retention of Visitors Measures"	A plan to be agreed between the Owner and the Council as part of the Major Event Day Stadium Development Travel Plan designed to retain spectators in the vicinity of the Site after Major Events for a period of 1 hour after the end of the Event generally in accordance with those measures set out in Schedule Fifteen
"Sales and Marketing Costs"	5% of the Residential Development Gross Development Value
"Schedule of Podium Events"	A schedule of community cultural and other events to be held on the Podium each year to be agreed as between the Owner and the Council in accordance with paragraph 12.5 of Schedule Four to this Deed
"Shuttle Bus Services"	A shuttle bus service to transport spectators between the Completed Stadium and Tottenham Hale Station (Victoria Line) Wood Green Station (Piccadilly Line) and Alexandra Palace National Rail station on Major Event days in accordance

	with the framework set out in Schedule Twenty Two
"Site"	All that land and premises against which this Deed may be enforced (excluding such land which is public highway and subject to clause 9) as shown edged red on Plan 1 annexed as part of Schedule Three
"Site Plans"	The plans showing the different plots of the Development (in various colours) at various levels (and "Site Plan" shall be any one of those plans identified by level) annexed as Plans 4 to 15 within Schedule Three
"Skills and Delivery Hub"	The employment skills and delivery hub to be run by the Foundation from 796 High Road
"Stadium Development"	That part of the Development to be undertaken on the Stadium Development Site
"Stadium Development Air Quality Monitoring Plan"	A plan to monitor the impact of the Stadium Development on the Air Quality Objectives to be agreed between the Owner and the Council and undertaken at the Owner's expense by an appointed independent agent. The plan shall comprise of air quality monitoring at specific worst case location(s) agreed with the Council within a 0.5 mile radius of the Stadium Development (as shown on the Tottenham Area Plan) for the pollutants of interest detailed in Schedule Twenty. The monitoring shall commence no less than 9 months prior to the first Major Event at the Completed Stadium and continue for 10 years or until the Air Quality

Objectives have been consistently achieved for a period of 5 years, whichever occurs the soonest (save in respect of Particulate Matter (P.M_{2.5}) the monitoring of which shall cease at the conclusion of the construction phase of the Stadium Development). Monitoring location(s), methodology and data management shall be in accordance with the GLA Local Air Quality Management Technical Guidance (LAQM.TG (16)) and the GLA Local Air Quality Management Policy Guidance (LLAQM.PG (16)), the Control of Dust and Emissions during construction and demolitions Supplementary Planning Guidance to the London Plan July 2014, subsequent amendments and in agreement with the Council. The monitoring will inform the Stadium Development Air Quality Monitoring Proposals Report.

“Stadium Development Air
Quality Monitoring Proposals
Report”

The report to be prepared at the Owner's expense following a review of the Stadium Development Air Quality Monitoring Plan which shall be submitted to the Council by the 31st of March each year and shall report on the monitoring data of the preceding year from 1st January to 31st December. It shall be complied in accordance with the GLA Local Air Quality Management Technical Guidance (LLAQM.TG (16)). Where the Stadium Development Air Quality Monitoring Plan identifies exceedences of the thresholds of the pollutants of interest in Schedule Twenty at the agreed monitoring location(s) which are directly attributable to the operation of the Stadium Development the report

	shall propose amendments to the Major Event Day Stadium Development Travel Plan and/or Minor Event Day Stadium Development Travel Plan as are reasonably necessary and practicable with the aim of meeting the Air Quality Objectives in the next year
"Stadium Development Coach Strategy"	A plan to promote and regulate coach travel to and from the Stadium by spectators and other visitors set out in Schedule Sixteen
"Stadium Development Construction Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in construction phase of the Stadium Development prepared in accordance with the Employment and Skills Strategy General Principles
"Stadium Development Cycling Strategy"	A plan to promote and regulate cycling to and from the Completed Stadium by visitors and members of staff set out in Schedule Five
"Stadium Development Energy Centre"	A single energy centre serving the Stadium Development the Tottenham Experience and the Health Centre Development with their heating and hot water requirements
"Stadium Development Highways Works"	A scheme of works to public highways necessary for the Stadium Development on the High Road; Park Lane and Worcester Avenue as set out on Plans 16 to 18 within Schedule Three to this Deed
"Stadium Development Signage Strategy"	A signage strategy for the pedestrian and vehicular routes to the Completed Stadium in

	accordance with the framework set out in Schedule Six
"Stadium Development Site"	That part of the Site coloured blue on the Site Plans
"Stadium Development Site Obligations"	Those obligations in this Deed enforceable against the Stadium Development Site as set out in Clauses 12.1.1 12.1.2, 12.1.3 and Schedule Four to this Deed
"Stadium Development Site Owner"	The Owner and any assigns, lessees or any successors in title or any other party with a legal interest in the Stadium Development Site
"Stadium Development Occupation Phase Employment and Skills Strategy"	A written employment and skills strategy to provide for the provision of employment and training opportunities for residents of the Tottenham Area in the occupation and operation of the Stadium Development prepared in accordance with the Employment and Skills Strategy General Principles
"Stadium Development Servicing and Delivery Plan"	A plan to regulate servicing and deliveries to and from the Completed Stadium to be prepared in accordance with the Travel Plan General principles
"Supplemental Deed"	A supplemental deed to this Deed confirming that the Owner agrees that its interest in the Site as lessee following the completion of the Sale and Leaseback will be bound by the terms of this Deed a draft of which is annexed hereto in Schedule Twenty Four
"TfL"	Transport for London

"THFC Modal Split Target"	A target that 77% of spectators attending an association football match at the Completed Stadium shall use modes of transport other than private car to arrive within the vicinity of the Completed Stadium
"Tottenham Area"	That area known as Tottenham in North London shown coloured blue on Plan 23 annexed as part of Schedule Three
"Tottenham Experience"	That part of the Stadium Development coloured purple on the Site Plans
"THFC"	Tottenham Hotspur Football Club
"Transport and Communications Strategy"	The strategy for communicating the agreed measures in the Major Event Day Stadium Development Travel Plan to spectators and the local community
"Travel Plans and Major Event Day Local Area Management Plan Monitoring Costs"	The Council's annual costs in respect of monitoring the Travel Plans and Major Event Day Local Area Management Plan payable in annual instalments in the sum of THIRTY THOUSAND POUNDS (£30,000.00) each year which will be payable for five years from the Commencement of the Stadium Development
"Travel Plan Coordinator"	The person nominated by the Owner and agreed with the Council for each aspect of the Development with the responsibility for implementing and reviewing the respective Travel Plan measures and targets
"Travel Plan General Principles"	The principles in respect of the implementation and operation of the Travel Plans as set out in

Schedule Fourteen to this Deed

"Travel Plans"	The Community/Commercial Space Travel Plan the Extreme Sports Centre Development Travel Plan the Health Centre Development Travel Plan the Hotel Development Travel Plan the Major Event Day Stadium Development Travel Plan the Minor Event Day Stadium Development Travel Plan and the Residential Development Travel Plan
"Viability Assessment"	An update to the financial viability assessment prepared and submitted in support of the Planning Application (prepared on the same basis) to ascertain whether there is a Residential Development Surplus and the amount of any Residential Development Surplus
"Viability Assessment Trigger Date"	Practical Completion of the Stadium
"Warmington House"	744 High Road as shown coloured black on Plan 1
"Warmington House Works"	The external and internal works to Warmington House approved by the Listed Building Consent
"White Hart Lane Station Access Improvements" ("WHLSAI")	The temporary works of improvement to be undertaken to the public highway walking routes between the Completed Stadium and White Hart Lane Station in accordance with the description of works set out at Schedule Seventeen to be agreed between the Council and the Owner pursuant to paragraph 3.1 of Schedule Twelve to

this Deed

“WHLSAI Contribution”

The financial contribution to be paid by the Owner to the Council in accordance with paragraph 3.3 of Schedule Twelve towards the WHSLAI up to a maximum of FIFTY THOUSAND POUNDS (£50,000)

“WHLSAI Costing”

The detailed costing of the White Hart Lane Station Access Improvements to be agreed between the Council and the Owner pursuant to paragraph 3.2 of Schedule Twelve to this Deed

“Worcester Avenue Access Plan”

A plan to regulate vehicular access to Worcester Avenue on Event Days following completion of the Stadium Development Highways Works

2. Construction of this Deed

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments,

orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions

2.7. The headings are for reference only and shall not affect construction

3. Legal Effect and Commencement

3.1. This Deed is made pursuant to Section 106 of the 1990 Act and the obligations, restrictions and requirements contained in Schedules Four, Seven, Eight, Nine, Ten, Eleven and Twelve are planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority

3.2. It is hereby agreed between the Parties that (save in respect of Clause 4 (Costs) Clause 6.1 (the grant of Planning Permission and Listed Building Consent) and Clause 7 (Registration as a Local Land Charge)(which shall take effect on the date of this Deed) the provisions of this Deed will not take effect unless and until the Council has granted the Planning Permission and Listed Building Consent and the Commencement of the Development

4. Costs

4.1. The Owner shall pay on completion of this Deed the Council's reasonable legal costs and disbursements incurred with the completion of this Deed

4.2. The Owner shall pay the first instalment of the Travel Plans and Major Event Day Local Area Management Plan Monitoring Costs on Commencement of the Stadium Development and then on the anniversary of that date for the next four years

5. The Owner and Developer's Covenants

5.1. The Owner and the Developer covenant with the Council as set out in Schedules Four, Eight, Nine, Ten, Eleven and Twelve to this Deed

5.2. The Owner notwithstanding the effect of Section 106 (3)(b) of the 1990 Act covenants with the Council pursuant to Section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 (if necessary) to enter into the Supplemental Deed immediately on completion of the Sale and Leaseback

5.3. The Northern Terrace Owners covenant with the Council as set out in Schedule Seven to this Deed

6. Council's Covenants

6.1. The Council covenants to grant the Planning Permission and the Listed Building Consent as soon as reasonably practicable following completion of this Deed and notification from the Secretary of State that he does not intend to call-in the Planning Application pursuant to Section 77 of the 1990 Act or the Listed Building Consent Application pursuant to Section 12 of the Planning (Listed Building Consent and Conservation Areas) Act 1990

6.2. The Council covenants with the Owners and the Developer as set out in Schedules Four, Ten and Twelve to this Deed

7. Local Land Charge

7.1. This Deed shall be registerable as a Local Land Charge upon the date hereof

8. Approvals

8.1. Subject to Clause 8.3 where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed, such agreement, approval or consent or expression of satisfaction shall subject to any statutory requirements not be unreasonably withheld or delayed

8.2. The Council shall subject to any statutory time periods for doing so have 28 days to respond to any request for agreement approval consent or expression of satisfaction made by the Owner, the Northern Terrace Owners or the Developer and if the Council does not respond within 28 days such agreement approval consent or expression of satisfaction shall be deemed to have been granted

8.3. Any approval given by the Parties pursuant to this Deed may be further varied from time to time pursuant to this Deed with the written agreement of the relevant parties or their successors in title

8.4. In this Deed where consent or approval is required it shall not be deemed to be granted until requested in writing and approved or consented to in writing

9. Liability

9.1. No person shall be liable for any breach of any of the obligations or other provisions of this Deed after it shall have parted with its entire interest in the part of the Site in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to it parting with such interest

9.2. Without prejudice to paragraph 9.1 where a covenant is expressed to be made by the Owner or Northern Terrace Owners with respect to different sites (as defined in this Deed) it shall bind each such specified site separately for the purposes of this Deed so that each specified site (and those with an estate or interest in it) shall only be liable under Section 106 of the 1990 Act or Section 278 of the 1980 Act to the extent that such liability relates to the particular site in question as follows:

9.2.1. The Stadium Development Obligations are entered into in respect of the Stadium Development Site only and shall be enforceable only against a Stadium Development Site Owner;

9.2.2. The Northern Terrace Obligations are entered into in respect of the Northern Terrace Site only and shall be enforceable only against the Northern Terrace Owners;

9.2.3. The Health Centre Obligations are entered into in respect of the Health Centre Development Site only and shall be enforceable only against a Health Centre Development Site Owner;

9.2.4. The Hotel Development Obligations are entered into in respect of the Hotel Development Site and shall be enforceable only against a Hotel Development Site Owner;

- 9.2.5. The Residential Development Obligations are entered into in respect of the Residential Development Site and shall be enforceable only against a Residential Development Site Owner; and
- 9.2.6. The Extreme Sports Centre Development Obligations are entered into in respect of the Extreme Sports Centre Development Site and shall be enforceable only against an Extreme Sports Centre Development Site Owner
- 9.3. Notwithstanding clause 9.1 the covenants restrictions and obligations herein shall not be binding or enforceable against any statutory utility provider where such provider holds its interest in the Site as statutory utility provider for their operational purposes
- 9.4. Notwithstanding Clauses 9.1 and 9.2 the covenants restrictions and obligations herein shall not be binding or enforceable against the Council where it acquires any interest in the Site or any part of it but for the avoidance of doubt the said covenants restrictions and obligations shall continue to be binding on and enforceable against any lessees, assigns or other successors in title to the Council in respect of the Site or any part of it
- 9.5. The obligations in this Deed shall not bind any tenant lessee or occupier of any Residential Development Unit or any mortgagee chargee or receiver (if any) or such tenant lessee or occupier
- 10. Change in Ownership**
- 10.1. The Owner and the Northern Terrace Owners agree to give the Council immediate written notice of any change in ownership of any of their respective interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan
- 11. Notices**
- 11.1. Any notice to any of the Parties shall be deemed to be sufficiently served on the relevant party if in writing and delivered personally or sent recorded delivery service

or first class post marked for the attention of the following officials/person at the respective address:

11.1.1. The Owner, The Northern Terrace Owners and the Developer at Lilywhite House 782 High Road, London N17 0BX; and

11.1.2. The Council at Director of Regeneration Planning & Development River Park House 225 High Road Wood Green London N22 8HQ

12. Notification

12.1. The Owner and the Developer agree with the Council to give 28 days prior written notice to the Director of the following intended dates and occurrences

12.1.1. The Commencement of the Stadium Development;

12.1.2. The date of the first Minor Event to be held at the Completed Stadium;

12.1.3. The date of the first Major Event to be held at the Completed Stadium;

12.1.4. The Commencement of the Health Centre Development;

12.1.5. The Occupation of the Health Centre Development;

12.1.6. The Commencement of the Hotel Development;

12.1.7. The Occupation of the Hotel Development;

12.1.8. The Commencement of the Extreme Sports Development;

12.1.9. The Occupation of the Extreme Sports Development;

12.1.10. The Commencement of the Residential Development;

12.1.11. The Occupation of the first Residential Development Unit; and

12.1.12. The Occupation of the Community/Commercial Space

13. VAT

- 13.1. All sums payable and consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable but in the event that value added tax is due or becomes due on any sum payment or consideration in this Deed this shall be paid by the Owner in full and in addition to the sum payment or consideration due under this Deed

14. Payment of Contributions

- 14.1. Any payment due under this Deed shall be made to the Council by sending the full amount in the form of a Banker's draft to the Director referring to the names and parties to this Deed and citing the specific clause of this Deed to which such payment relates

15. The Existing Agreements

- 15.1. From the date of the Commencement of the Stadium Development the Council acknowledges and accepts that the only obligations contained within the Existing Agreements that shall remain enforceable by the Council are the Northern Development Site Obligations which shall be enforceable against the Northern Development Site and a Northern Development Site Owner only

16. Third Party Rights

- 16.1. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

17. Jurisdiction

- 17.1. This Deed is governed and interpreted in accordance with the law of England and Wales.

18. Delivery

- 18.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been executed and dated

19. Future Mortgagee

19.1. Any future mortgage of the Site shall take effect subject to this Deed PROVIDED THAT any future mortgagee of the Site shall otherwise have no liability under this Deed unless it takes possession of the Site (or part therefor) in which case it too will be bound too by the obligations in this Deed as if it were a person deriving title from the Owner or Northern Terrace Owners in respect of the part of the Site of which it takes possession

20. Miscellaneous

20.1. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

20.2. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission and Listed Building Consent shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to their implementation

20.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or Listed Building Consent granted (whether or not on appeal) after the date of this Deed

20.4. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

20.5. No waiver (whether express or implied) by the Council or the Owner or the Northern Terrace Owners or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or terms or for acting upon any subsequent breach of default

21. Dispute Resolution

21.1. Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any Party for determination by a single expert whose decision shall be final and binding on the Parties concerned PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions

21.2. The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

21.2.1. The Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

21.2.2. The Expert shall have expertise relating to the issue in dispute and agreed between the parties to the dispute or appointed by the President of the Royal Institution of Chartered Surveyors at the request of any Party to the dispute;

21.2.3. The Party calling for the determination shall make written submission to the Expert and the other Parties to the dispute within 10 working days of the Expert's appointment;

21.2.4. The other Parties shall have 21 working days from receipt or such extended period as the Expert shall allow to respond;

21.2.5. The Expert shall be given an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties to the dispute or in the event of disagreement by the Parties to the dispute individually;

21.2.6. The Expert's decision shall be in writing and give reasons for his decision; and

21.2.7. The Expert may require his fees to be met by any Party to the dispute and in the event of such a requirement the Expert's fees shall be met by the Party required to meet them

21.3. In this Clause 21 "the Parties" included any person on whom this Deed is binding and "Party" shall be construed accordingly

SCHEDULE ONE

Part 1 - The Site

Title Number	Property Address	Freehold/ Leasehold
Properties owned by the Owner		
NGL486903	Land on the East Side of High Road, Tottenham, London N17 0AL	Freehold
MX136947	754, 756, 758 High Road, London N17 0AL	Freehold
MX396927	760 High Road, Tottenham, London N17 0AL	Freehold
EGL324284	766 High Road, Tottenham, London N17 0AL	Freehold
NGL220451	34 Worcester Avenue, London N17 0TU	Freehold
EGL191646	38 Worcester Avenue, London N17 0TU	Freehold
MX347388	36 Worcester Avenue, Tottenham N17 0TU	Freehold
AGL356342	Land lying to the south of Paxton Road, London	Freehold
MX246864	32 Worcester Avenue, Tottenham N17 0TU	Freehold
EGL352933	30 Worcester Avenue, London N17 0TU	Freehold
MX164396	28 Worcester Avenue, London N17 0TU	Freehold
NGL299906	26 Worcester Avenue, Tottenham	Freehold
NGL154114	24 Worcester Avenue, London N17 0TU	Freehold
MX183948	22 Worcester Avenue, London N17 0TU	Freehold
MX67737	20 Worcester Avenue, London N17 0TU	Freehold
AGL203721	Land on the east side of High Road, Tottenham, London	Freehold
EGL199924	744 High Road, Tottenham, London N17 0AL	Freehold
AGL167197	746 High Road, Tottenham, London N17 0AN	Freehold
MX247071	768 High Road, 770 High Road and 772 High	Freehold

	Road	
AGL169783	776 High Road, Tottenham, London N17 0BX	Freehold
MX356070	Paxton Hall Working Men's Mission, Paxton Road, Tottenham, London	Freehold
MX152644	Albion Works, Paxton Road, Tottenham	Freehold
NGL18559	Land lying to the North of Paxton Road, London	Freehold
MX392937	774 High Road, Tottenham N17 0BX	Freehold
NGL142590	Rudolphs, 750 High Road, London N17 0AL	Freehold
MX225694	Land adjoining 750 High Road, Tottenham N17 0AL	Freehold
NGL135683	776 High Road, Tottenham, London N17 0BX	Freehold
NGL283309	41 to 49 (odd numbers) Paxton Road and 1 to 7 (odd numbers) Crown Road and part of the site of Crown Road	Freehold
NGL416664	Land on the north side of Paxton Road, Tottenham	Freehold
EGL317908	Kingdom Hall, Paxton Road, London	Freehold
AGL111807	White Hart Lane Stadium, Bill Nicholson Way, 748 High Road, Tottenham	Freehold
AGL110945	Land at White Hart Lane Stadium, 748 High Road, Tottenham, London	Freehold
AGL299404	The Podium Area, High Road, London	Leasehold
AGL363189	Land on the east side of High Road, Tottenham, London	Freehold
AGL92594	Land at the rear of 768, 770 and 772 High Road	Freehold
MX279994	1, 3 and 5 Paxton Road, London (N17 0BP)	Freehold
NGL109365	9 to 25 (odd numbers) Paxton Road, Tottenham	Freehold
MX444015	27 Paxton Road, London	Freehold
MX91630	29 Paxton Road, Tottenham, London	Freehold

NGL2537	31 Paxton Road, Tottenham, London (N17 0BP)	Freehold	
MX442500	33 and 39 Paxton Road, Tottenham, London	Freehold	
MX444070	35 Paxton Road, London	Freehold	
MX442921	37 Paxton Road, London	Freehold	
NGL13556	39 Paxton Road, London	Freehold	
Property transferred to the Owner but not yet fully registered at HM Land Registry			
Title Number	Property Address	Freehold/ Leasehold	
AGL396306	The Ramp leading to Lilywhite House, 782 High Road, London N17 0BX	Freehold	

Part 2 – the Northern Terrace Site

Title Number	Property Address	Freehold/ Leasehold	Owned by
Properties owned by the Northern Terrace Owners			
EGL218642	Land on the East side of High Road Tottenham	Freehold	Stardare
MX159131	794 High Road, Tottenham, London N17 0DH	Freehold	Star Furnishing
MX195511	796 High Road, Tottenham, London N17 0DH	Freehold	Stardare
MX335324	804 High Road, Tottenham, London N17	Freehold	Star Furnishing
MX333635	806 High Road, Tottenham, London N17 0DH	Freehold	Star Furnishing
EGL152972	808 High Road, Tottenham, London N17 0DH	Freehold	Star Furnishing
AGL199704	810-812 High Road, Tottenham, London N17 0DH	Leasehold	Star Furnishing
EGL171227	814 High Road, Tottenham, London N17 0DH	Freehold	Star Furnishing
EGL183090	814a High Road, Tottenham, London N17 0DH	Leasehold	Star Furnishing
EGL187190	814b High Road, Tottenham, London N17 0DH	Leasehold	Star Furnishing
AGL317133	Land on the east side of 808 High Road Tottenham London N17 0DH	Freehold	Star Furnishing
Properties subject to an option to purchase in favour of Star Furnishing			
NGL273253	Jatko House, 798 High Road, Tottenham N17 0DH	Freehold	
EGL222712	Land lying to the East of High Road, Tottenham	Freehold	
AGL91333	800-802 High Road, Tottenham	Freehold	

	N17 0DH		
EGL168565	810-812 High Road, Tottenham, London N17 0DH	Freehold	

SCHEDULE TWO

DRAFT DECISION NOTICES

Mr David Roach
DP9
100 Pall Mall
London
SW1Y 5NQ

On behalf of
Mr Richard Serra
Tottenham Hotspur Football Club
748 High Road
London
N17 0AP

Planning Application Reference No. **HGY/2015/3000**

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

NOTICE OF PLANNING PERMISSION

Location: **Tottenham Hotspur Football Club 748 High Road N17 0AP**

Proposal: **Proposed demolition and comprehensive phased redevelopment for stadium (Class D2) with hotel (Class C1), Tottenham Experience (sui generis), sports centre (Class D2); community (Class D1) and / or offices (Class B1); housing (Class C3); and health centre (Class D1); together with associated facilities including the construction of new and altered roads, footways; public and private open spaces; landscaping and related works. Details of "appearance" and "landscape" are reserved in relation to the residential buildings and associated community and / or office building. Details of "appearance" and "scale" are reserved in relation to the sports centre building. Details of "appearance" are reserved in relation to the health centre building. Proposal includes the demolition of 3 locally listed buildings and includes works to a Grade II Listed building for which a separate Listed Building application has been submitted (Ref: HGY/2015/3001). The proposal is EIA development.**

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 18/09/2015 and drawing numbers: see schedule #

SEE SCHEDULE OF CONDITIONS ATTACHED

Emma Williamson
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.

HGY/2015/3000

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

NOTE:

1. The conditions that relate to individual buildings are split between the various "Plots" that form the planning application development identified on Drawing Reference POP-4494-PLN-GA-0967 to 0978. The Plots comprise the following development:

- "PLOT 1" - The Stadium
- "PLOT 2" - The Tottenham Experience (including Warmington House)
- "PLOT 3" - The Hotel
- "PLOT 4" - The Extreme Sports Building
- "PLOT 5" - The Residential and Flexible B1 / D1 Space
- "PLOT 6" - The Community Health Building

Other than those conditions in Section A below the subsequent conditions in each Section B to H shall only be enforceable against the Plot to which they relate.

2. Reference to "Stadium Event" means any event taking place at the completed Stadium attended by more than 10,000 or more spectators excluding staff.

Conditions in Reference to the Full Planning Application HGY/2015/3000

A. CONDITIONS RELATING TO THE WHOLE SITE

Condition Ref.	Description
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- | | |
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| A1 | <p>Implementation Timescales – Full</p> <p>The part of the development where details are approved by this planning application, namely "Plot 1", "Plot 2" and "Plot 3" shall begin as follows:</p> <ol style="list-style-type: none">a. The Plot 1 development shall commence within five years of the date of this planning permission;b. The Plot 2 development shall commence within five years of the date of this planning permission; andc. The Plot 3 development shall commence within seven years of the date of this planning permission. |
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Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

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| A2 | <p>Reserved Matters</p> <p>Development shall not be commenced on each Plot submitted in OUTLINE, namely "the Extreme Sports building", "the Residential" and "the Community Health Centre" until the Council has approved</p> |
|----|--|

the following reserved matters in respect of each Plot:

- a. Plot 4: The Extreme Sports Building – (i) appearance and (ii) scale;
- b. Plot 5: The Residential and Flexible B1/D1 Space – (i) appearance and (ii) landscape; and
- c. Plot 6: The Community Health Building – (i) appearance.

Reason: In order to comply with Article 2 of the Town and Country Planning (Applications) Regulations 1988 (as amended) which requires the submission to, and approval by, the Local Planning Authority of reserved matters.

A3

Phasing Plan

The development shall be undertaken in accordance with indicative phasing plan within the Environmental Statement or any amendments to the phasing plan as approved by the Council

REASON: To secure the programming and phasing of, and an orderly pattern to the development.

A4

Consented drawings and documents

The development shall be constructed in accordance with the following drawings and details submitted with the application.

Full List of drawings, parameter plans and documents including Design Code set out in Schedule #.

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

A5

Business and Community Liaison construction Group

For the duration of the construction phase of development and for five years after the first occupation of the Stadium whichever is the later the Applicant will establish and maintain a Liaison Group having the purpose of:

- a) informing local residents and businesses of the design and development proposals;
- b) informing local residents and businesses of progress of pre-construction and construction activities;
- c) considering methods of working such as hours and site traffic;
- d) providing local residents and businesses with an initial contact for information relating to the development and for comments or complaints regarding the development with the view of resolving any concerns that might arise;
- e) producing a leaflet prior to commencement of demolition for distribution to local residents and businesses identifying progress of the Development and which shall include an invitation to register an interest in the Liaison Group;
- f) providing advanced notice of exceptional works or deliveries;

- g) providing telephone contacts for resident's advice and concerns.

The terms of reference for the Liaison Group should be submitted to the Council for approval prior to commencement of the development. The Liaison Group will meet at least once every month with the first meeting taking place one month prior to Implementation and the meetings shall become bi-monthly after the expiry of a period of four (4) months thereafter or at such longer period as the Liaison Group shall agree.

Reason: In order to ensure satisfactory communication with residents, businesses and local stakeholders throughout the construction of the development.

A6

Conformity with Environmental Statement

The development is to be constructed in accordance with the standards etc set out in the Environmental Statement accompanying the planning application

Reason: To ensure the development complies with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 as amended and that it has an acceptable impact on the environment.

A7

Maximum quantum / density

The total quantum of built floorspace across the development shall not exceed the following:

Land Use	Use Class	Area GIA (sqm)	Units
Leisure (including stadium)	D2	122,000	n/a
Hotel	C1	18,820	180 rooms / 49 serviced apartments
Residential	C3	49,000	585 (max)
Sui Generis / Tottenham Experience	Sui Generis	4,311	n/a
Business	B1	4,000 (max)	n/a
Community and Culture	D1	6,000 (max)	n/a

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

A8

Materials

Full details of the development, including samples of all materials to be used for the external surfaces of each phase of the development as set out in the agreed phasing plan included in the section 106

agreement shall be submitted to, and approved in writing by, the Council prior to the relevant material being installed into the relevant phase of development. Samples shall include sample panels, glazing and a roofing material sample combined with a schedule of the exact product references.

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

A9

Materials Boards

All approved materials for each Plot shall be erected in the form of a samples board to be retained on the site of each Plot throughout the works period for the Plot concerned and the relevant parts of the works shall not be carried out otherwise than in accordance with the approved details.

Reason: In order for the Local Planning Authority to retain control over the exact materials to be used for the proposed development and to assess the suitability of the samples submitted in the interests of visual amenity consistent with Policy 7.6 of the London Plan 2015, Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

A10

Flood Risk Management

The development shall only be carried out in accordance with the approved Flood Risk Assessment (FRA).

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

A11

Drainage

The development shall be carried out in accordance with the Drainage Strategy and the details for the drainage of each Plot shall be submitted to and approved by the Council in advance of commencement of development for that phase.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

A12

Interim Landscape and Meanwhile Uses

Prior to the commencement of construction of the stadium super structure an Interim Landscape and Meanwhile Use scheme shall be submitted to and approved by the Council. The development shall be carried out in accordance with the approved Interim Landscape and Meanwhile Use scheme and reviewed prior to the commencement of development of each Plot.

Reason: In order to provide a suitable setting for the proposed development in the interests of visual amenity consistent with Policy

7.21 of the London Plan 2015, Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

A13

Plant Noise

No plant or machinery in operation shall omit noise that exceeds the maximum noise levels set out in Table 13.19 of the Environmental Statement September 2015 (noise levels to be confirmed).

Reason: In order to protect the amenities of nearby residential occupiers consistent with Policy 7.15 of the London Plan 2015 and Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

A14

Plant and Machinery

All plant and machinery shall meet Stage IIIA of EU Directive 97/68/EC for both NOx and PM and all Non-Road Mobile Machinery (NRMM) and plant to be used on the site of net power between 37kW and 560 kW shall be registered at <http://nrmm.london/>.

Reason: To protect local air quality and comply with Policy 7.14 of the London Plan and the GLA Non Road Mobile Machinery (NRMM) Low Emission Zone.

A15

Demolition of Locally Listed Buildings

No demolition of the existing three locally listed buildings (746, 748 & 750 High Road) shall take place until the applicant has secured the implementation of a programme of historic building recording and analysis (RCHME Level 3 minimum), in accordance with a written scheme of investigation which has been submitted to and approved in writing by the local planning authority and Historic England.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2015, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

A16

Elements of the Edmonton Dispensary and Red House Coffee Palace Facade and Interiors Retention

Prior to the demolition of either the Edmonton Dispensary (746 High Road) and Red House Coffee Palace (748 High Road) a Façade and Interiors Retention Strategy including the elements of the lower part of the façade of 746; and the paneled Boardroom of 748; and any other elements as appropriate to be submitted to and approved in writing by the Council. The demolition of the Edmonton Dispensary shall be implemented in accordance with the approved strategy and any retained elements shall be kept in a safe secured place until they are ready to be installed in the new building. Once installed in the Tottenham Experience the elements should be retained in perpetuity.

Reason: In order to safeguard the special architectural or historic

interest of the building consistent with Policy 7.8 of the London Plan 2015, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

A17

Carbon Savings

Further details of how the carbon savings for the development have been calculated shall be submitted to and approved by the Council prior to the submission of the final reserved matters application.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

B. CONDITIONS RELATING TO THE STADIUM (PLOT 1)

Condition Ref.	Description
B1	Consented Drawings The development of Plot 1 shall be constructed in accordance with the plans listed under "Plot 1" in condition A4. Reason: In order to avoid doubt and in the interests of good planning.
B2	Construction Environmental Management Plan The construction of the Plot 1 development shall be carried out in accordance with the details in the Construction Environmental Management Plan approved by permission HGY/2014/1132 or otherwise amended and approved in writing by the Council. Reason: To protect the environment and amenities of the locality.
B3	Air Quality and Dust Management Plan The construction of the Plot 1 development shall be carried out in accordance with the details in the Dust Management Plan approved by permission HGY/2014/1133 or otherwise amended and approved in writing by the Council. Reason: To protect the environment and amenities of the locality.
B4	Construction Waste Management Plan The construction of the Plot 1 development shall not commence until

a Construction Waste Management Plan in relation to the construction works for the Plot 1 development have been submitted to and approved by the Council and construction shall be carried out in accordance with the approved Plan.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

B5

Construction Hours

No demolition, deliveries or construction or works external to the building envelope associated with the construction of the Plot 1 development to be carried out outside the hours of 08:00-20:00, unless otherwise agreed in writing by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

B6

Piling Method Statement

Piling shall take place in accordance with the details of the Piling Method Statement in approval HGY/2014/3399.

Reason: To prevent the contamination of the underlying aquifer

Telecommunications

Prior to construction of the Stadium super structure a Television Reception Mitigation scheme shall be submitted to and approved by the Council and the development shall be undertaken in accordance with the approved scheme

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

B8

Temporary Site Hoarding

Prior to the hosting of the first Stadium Event a temporary hoarding strategy for the later phases of development shall be submitted to and approved by the Council and implemented and maintained until completion of the later phases of development. Any alterations to be agreed with the Council.

Reason: To protect the environment and amenities of the locality.

B9

Waste and refuse

A waste and refuse strategy for the Plot 1 development to be submitted and approved by the Council prior to the hosting of the first Stadium Event and the development shall be carried out in accordance with the approved strategy.

Reason: In order to protect the amenities of the locality and to comply with Saved Policy UD7 of the Haringey Unitary Development Plan

2006 and Policy 5.17 of the London Plan.

B10

Fixed Illuminated Signage

Prior to the hosting of the first Stadium Event details of fixed illumination signage shall be submitted to and approved by the Council in accordance with signage zones as shown on Plan POP-4494-PLN-EL-0175 Rev O and relevant works shall be carried out in accordance with the approved details.

Reason: In order to prevent the excessive proliferation of illuminated signage and to protect the amenity of the area.

B14

Architectural Lighting

Prior to the the hosting of the first Stadium Event an architectural lighting strategy shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect the environment and amenities of the locality.

B15

LED Screens

Prior to the hosting of the first Stadium Event an LED Screen strategy shall be submitted to and approved by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect the environment and amenities of the locality.

B16

Event Day Lighting

Prior to the hosting of the first Stadium Event an Event Lighting Strategy shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect the environment and amenities of the locality.

B17

External Stadium Screens

External stadium screens shall only be operated in accordance with an approved strategy submitted to and approved in writing by the Council.

Reason: To protect the environment and amenities of the locality.

B18

CCTV

Prior to the hosting of the first Stadium Event a CCTV scheme for the Plot 1 development shall be submitted to and approved by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect public safety and the amenities of neighboring residents.

B19

Major Non-association Football Events

No more than 16 major non-association football events (greater than 10,000 visitors) shall be held per annum in the stadium of which no more than 6 shall be music concerts.

Reason: To protect the environment and amenities of the locality.

B20

Noise Control Plan

Prior to the occupation of the stadium for music concerts, a noise control plan shall be submitted to the Council including details of the mitigation measures included within Section 13.6 of the NDP Environmental Statement and the development shall be implemented in accordance with the approved noise control plan.

The noise generated from music concerts must not exceed 75dB LAeq, over a 15 minute period as measured at a distance of 1 metre from the facade of any existing noise sensitive premises.

Reason: To protect the environment and amenities of neighbouring residents.

B22

Landscape Management

Within 1 year of commencing the Plot 1 development the applicant shall submit a landscape maintenance scheme for the Plot 1 development for approval by the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Local Plan 2015, Policy SP11 of the Haringey Local Plan 2013.

B23

Diesel Generators

Diesel generators in the Plot 1 development shall be used solely on brief intermittent and exceptional occasions when required in response to an emergency and for the testing as necessary to meet that purpose and shall not be used at any other time. At all times the generators shall be operated to minimise noise impacts and emissions of air pollutants and a log of operational hours shall be maintained and be available for inspection by the Local Planning Authority. Details of the use of the generators should be submitted to the Council annually.

Reason: To protect local air quality and promote sustainable development consistent with Policy SP4 of the Haringey Local Plan 2013 and Policy 7.14 of the London Plan.

B24

Diesel Fuel

The diesel generators in the Plot 1 development shall run on ultra-low

sulphur diesel (ULSD) meeting the fuel specification within EN590:2004.

Reason: To protect local air quality consistent with Policy 7.14 of the London Plan.

B25

Flues

Unless otherwise agreed in writing by the Council all combustion flues in the Plot 1 development must terminate at least 1 m above the highest roof in the development in order to ensure maximum dispersion of pollutants.

Reason: To protect local air quality consistent with Policy 7.14 of the London Plan.

B26

Team Coaches

On a Match Day the Team coach drop-off area shall only be used by Team coaches and the coach drop-off area shall be supervised by trained stewards.

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

B27

High Road Vehicular Access

The High Road vehicular access to the car park shall not be used between one hour prior to the start of a major event and one hour after the closure of a major event. Event day visitors must have their parking spaces allocated at least one hour before arrival.

Reason: To avoid conflict between pedestrians and vehicles in the interest of public safety.

B28

Mobile Telecommunications Equipment

Siting and details of mobile telecommunications equipment in the Plot 1 development shall be submitted to and approved by the Council prior to installation and the development shall be implemented in accordance with the approved details.

Reason: In order to prevent the excessive proliferation of telecommunications equipment and to protect the amenity of the area.

B29

Contamination

The construction of the Plot 1 development shall be carried out in accordance with the details in the Ground Contamination, Soil Remediation and Disposal Strategy approved by HGY/2014/1134.

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

Policy UD3 of the Haringey Unitary Development Plan.

B30

Replacement Bird Nests

Prior to the complete demolition of the existing stadium structure a Replacement Bird Nest Scheme shall be submitted to and approved by the Council. The scheme shall be implemented in accordance with the approved details.

Reason: To ensure a sustainable development consistent with Policy 5.11 of the London Plan 2015 and Policies SP0, SP4 and SP11 of the Haringey Local Plan 2013.

B31

Car Parking Management Plan.

Prior to the commencement of the use of the Stadium a car parking management plan demonstrating how safe arrival and departure can be achieved shall be submitted and approved by the Council. The approved car parking management plan shall be implemented prior to first use of the Stadium. The management of the car park thereafter shall be carried out in accordance with the approved Plan.

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

B33

Swept Path Analysis

Prior to the commencement of the use of the stadium a swept path analysis to demonstrate that large delivery vehicles can exit the site safely without causing unreasonable delays to eastbound traffic along Northumberland Park shall be submitted to and approved by the Council.

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

B34

Articulated Vehicles

Prior to the commencement of the use of the stadium a drawing to demonstrate that articulated vehicles can enter and leave the Sainsbury Megastore service yard in forward gear shall be submitted to approved by the Council.

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

B36

Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 1 shall be submitted and approved by the Council prior to works on plot 1 reaching above ground.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

C. CONDITIONS RELATING TO THE TOTTENHAM EXPERIENCE BUILDING (PLOT 2)

Condition Ref.	Description
C1	Consented Drawings The development of Plot 2 shall be constructed in accordance with the plans listed under "Plot 2" in condition A4. Reason: In order to avoid doubt and in the interests of good planning.
C2	Construction Environmental Management Plan The construction of the Plot 2 development above ground shall not commence until a CEMP in relation to the construction works for the Plot 2 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan. Reason: To protect the environment and amenities of the locality.
C3	Air Quality and Dust Management Plan The construction of the Plot 2 development above ground shall not commence until an Air Quality and Dust Management Plan in relation to the construction works for the Plot 2 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan. Reason: To protect the environment and amenities of the locality.
C4	Construction Waste Management Plan The construction of the Plot 2 development above ground shall not commence until a Construction Waste Management Plan in relation to the construction works for the Plot 2 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan. Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

- C5 Construction Hours**
No demolition, deliveries or construction or building works associated with the construction of the Plot 2 development to be carried out outside the hours of 08:00-20:00 unless otherwise agreed in writing.
- Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.
- C6 Impact Piling Method Statement**
No impact piling shall take place during the construction phase of the Plot 2 development 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 Council in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- Reason: To prevent the contamination of the underlying aquifer
- C7 Waste and refuse**
A waste and refuse strategy for the Plot 2 development to be submitted and approved by the Council prior to occupation of the Plot 2 development and the development shall be implemented in accordance with the approved strategy.
- Reason: In order to protect the amenities of the locality and to comply with Saved Policy UD7 of the Haringey Unitary Development Plan 2006 and Policy 5.17 of the London Plan 2015.
- C8 External Roof Terrace**
No part of the external roof terrace in the Plot 2 development shall be in use between 24:00 – 07:00 hours any day of the week.
- Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.
- C10 Security Shutters**
Prior to the occupation of the Plot 2 development a security shutter scheme for the Plot 2 development shall be submitted to and approved by the Council and the development shall be implemented in accordance with the approved scheme.
- Reason: In order to retain control over the external appearance of the development in the interest of the visual amenity of the area and

consistent with Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

C11

Contamination

Prior to the commencement of development of sub structure works on Plot 2:

- A. Desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.
- B. If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
- a risk assessment to be undertaken,
 - refinement of the Conceptual Model, and
 - the development of a Method Statement detailing the remediation requirements.
- The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority.

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

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

C12

Contamination Remediation

Where remediation of contamination on the Plot 2 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 Plot 2 development is occupied.

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

C13

Archaeological Watching Brief

Prior to the commencement of the development of sub structure works on Plot 2 a scheme setting out the details for a watching brief on groundworks on Plot 2 shall be submitted to and approved in writing to the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To ensure that archaeological remains on the site shall be adequately investigated and recorded during the course of the development and the findings of such investigation and recording reported consistent with Policy 7.8 of the London Plan 2015 and Policy SP12 of the Haringey Local Plan 2013.

C14

Green/Brown Roof

Prior to installation of the roof a scheme for green or brown roofs on the Plot 2 development shall be submitted to and approved by the Council. The scheme shall be implemented in accordance with the approved details.

Reason: To ensure a sustainable development consistent with Policy 5.11 of the London Plan 2015 and Policies SP0, SP4 and SP11 of the Haringey Local Plan 2013.

C15

Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 2 shall be submitted and approved by the Council prior to the commencement of work on Plot 2.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

D. CONDITIONS RELATING TO THE HOTEL (PLOT 3)

Condition	Description
Ref.	
D1	Consented Drawings
Director of Place & Sustainability Lyn Garner	

The development of Plot 3 shall be constructed in accordance with the plans listed under "Plot 3" in condition A4.

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

D2 Construction Environmental Management Plan

The construction of the Plot 3 development above ground (and excluding any temporary landscaping proposals) shall not commence until a CEMP in relation to the construction works for the Plot 3 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan.

Reason: To protect the environment and amenities of the locality.

D3 Air Quality and Dust Management Plan

The construction of the Plot 3 development above ground level (and excluding any temporary landscaping proposals) shall not commence until a Dust Management Plan in relation to the construction works for the Plot 3 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan.

Reason: To protect the environment and amenities of the locality.

D4 Construction Waste Management Plan

The construction of the Plot 3 development above ground level (and excluding any temporary landscaping proposals) shall not commence until a Construction Waste Management Plan in relation to the construction works for the Plot 3 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved Plan.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

D5 Construction Hours

No demolition, deliveries or construction or building works associated with the construction of the Plot 3 development to be carried out outside the hours of 08:00-20:00 unless otherwise agreed in writing by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

- D6 **Piling Method Statement**
No piling shall take place during the construction phase of the Plot 3 development 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 Council in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- Reason: To prevent the contamination of the underlying aquifer.
- D7 **Temporary Site hoarding**
Prior to occupation of the Plot 3 development a temporary hoarding strategy for the later phases of development shall be submitted to and approved by the Council and implemented and maintained until completion of the Plot 3 development.
- Reason: To protect the environment and amenities of the locality.
- D8 **CCTV**
Prior to the first occupation of the Plot 3 development a CCTV scheme for the Plot 3 development shall be submitted to and approved by the Council and the development shall be implemented in accordance with the approved scheme.
- Reason: To protect public safety and the amenities of neighboring residents.
- D9 **Lighting**
Prior to the first occupation of the Plot 3 development an external lighting strategy for the Plot 3 development shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.
- Reason: To protect public safety and the amenities of neighboring residents.
- D10 **Waste and refuse**
A waste and refuse strategy for the Plot 3 development to be submitted and approved by the Council prior to occupation of the Plot 3 development and the development shall be implemented in accordance with the approved strategy.
- Reason: In order to protect the amenities of the locality and to comply with Saved Policy UD7 of the Haringey Unitary Development Plan 2006 and Policy 5.17 of the London Plan 2015.
- D11 **Energy Centre Flues**
Full details of the location and appearance of the flues, including

height, design, location and siting for the Plot 3 development shall be submitted and approved by the Council before installation of the flues on Plot 3.

Reason: To protect local air quality consistent with Policy 7.14 of the London Plan.

D12

Landscape Management

Within 1 year of commencing the Plot 3 development the applicant shall submit a landscape maintenance scheme for Plot 3 for approval by the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Local Plan 2015, Policy SP11 of the Haringey Local Plan 2013.

D13

Hours of Operation of Rooftop Facilities

No external rooftop facilities in the Plot 3 development shall be in use between 24:00 – 07:00 hours any day of the week.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

D14

Contamination

Prior to the commencement of development of sub structure works on Plot:

- a. Desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.
- b. If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
 - o a risk assessment to be undertaken,
 - o 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.

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

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 20151 and Saved Policy UD3 of the Haringey Unitary Development Plan.

Telecommunications

Prior to construction of the Stadium super structure a Television Reception Mitigation scheme shall be submitted to and approved by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

D15

Contamination Remediation

Where remediation of contamination on the Plot 3 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 Plot 3 development is occupied.

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

D16

Serviced Apartments

No individual serviced apartment in Plot 3 shall be occupied for longer than 90 consecutive days by the same tenant or visitor unless otherwise agreed in writing with the Council.

Reason: To prevent the use of the serviced apartments as dwellings within the C3 use class without the written consent of the Council.

D17

Telecommunications

Prior to construction of the Hotel super structure a Television Reception Mitigation scheme shall be submitted to and approved by the Council and the development shall be carried out in accordance with the approved scheme.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

D18

Car Parking Management Plan

Prior to the occupation of Plot 3 a car parking management plan for Plot 3 shall be submitted to and approved by the Council in writing.

Reason: In order to ensure that the proposed development does not prejudice the free flow of vehicular and pedestrian traffic or the conditions of general safety of the highway consistent with Policy 6.13 of the London Plan 2015 and Saved Policies UD3 and M10 of the Haringey Unitary Development Plan 2006.

D19

Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 3 shall be submitted and approved by the Council prior to the commencement of work on Plot 3.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

E. CONDITIONS RELATING TO THE EXTREME SPORTS BUILDING (PLOT 4)

Condition Ref.	Description
E1	Consented Drawings The development of Plot 4 shall be constructed in accordance with the plans listed under "Plot 4" in condition A4. Reason: In order to avoid doubt and in the interests of good planning.
E2	Reserved Matters The first reserved matters application for Plot 4 shall be made to the Council before the expiration of five years from the date of the planning permission. The development on Plot 4 hereby permitted shall be begun before the expiration of seven years from the date of this permission, or before the expiration of two years from the date of

the approval of the last reserved matters application, whichever is the later.

Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

E3 Construction Environmental Management Plan

The construction of the Plot 4 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until a CEMP in relation to the construction works for the Plot 4 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan.

Reason: To protect the environment and amenities of the locality.

E4 Air Quality and Dust Management Plan

The construction of the Plot 4 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until an Air Quality and Dust Management Plan in relation to the construction works for the Plot 4 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan..

Reason: To protect the environment and amenities of the locality.

E5 Construction Waste Management Plan

The construction of the Plot 4 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until a Construction Waste Management Plan in relation to the construction works for the Plot 4 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan..

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

E6 Construction Hours

No demolition, deliveries or construction or building works associated with the construction of the Plot 4 development to be carried out outside the hours of 08:00-20:00 unless otherwise agreed in writing by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

E7

Piling Method Statement

No piling shall take place during the construction phase of the Plot 4 development 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 Council in consultation with Thames Water. Any piling on Plot 4 must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To prevent the contamination of the underlying aquifer.

E8

Lighting

Prior to the first occupation of the Plot 4 development an external lighting strategy for the Plot 4 development shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect public safety and the amenities of neighboring residents.

E9

Waste and refuse

A waste and refuse strategy for the Plot 4 development to be submitted and approved by the Council prior to occupation of the Plot 4 development and the development shall be implemented in accordance with the approved strategy.

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

E10

Landscape Management

Within 1 year of commencing the Plot 4 development the applicant shall submit a landscape maintenance scheme for the Plot 4 development for approval by the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Local Plan 2011, Policy SP11 of the Haringey Local Plan 2013.

E12

External Climbing Wall

The external climbing wall shall not be in use between the hours 23:00 – 07:00.

Reason: To protect the environment and amenities of the locality.

E13

Contamination

Prior to the commencement of development of sub structure works

on Plot 4 development:

- a. Desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.
- b. If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
 - a risk assessment to be undertaken,
 - refinement of the Conceptual Model, and
 - the development of a Method Statement detailing the remediation requirements.

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

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

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policy 5.21 of the London Plan 20151 and Saved Policy UD3 of the Haringey Unitary Development Plan.

E14

Contamination Remediation

Where remediation of contamination on the Plot 4 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 Plot 4 development is occupied.

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

E15

Energy Centre Flues

Full details of the location and appearance of the flues, including height, design, location and siting for the Plot 4 development shall be submitted and approved by the Council before installation of the flues on Plot 4.

Reason: To protect local air quality consistent with Policy 7.14 of the London Plan.

E16

Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 4 shall be submitted and approved by the Council prior to the commencement of work on Plot 4.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

E18

Telecommunications

Prior to construction of the of the Extreme Sports Building supper structure a Television Reception Mitigation scheme shall be submitted to and approved by the Council and the development shall be carried out in accordance with the approved scheme

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

F. CONDITIONS RELATING TO THE RESIDENTIAL AND FLEXIBLE FLOORSACE (PLOT 5)

Condition Ref.	Description
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F1	Consented Drawings
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	The development of Plot 5 shall be constructed in accordance with the plans listed under "Plot 5" in condition A4.
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Reason: In order to avoid doubt and in the interests of good planning.

F2

Reserved Matters

The first reserved matters application for Plot 5 shall be made to the Council before the expiration of seven years from the date of the planning permission. The development on Plot 5 hereby permitted shall be begun before the expiration of nine years from the date of this permission, or before the expiration of two years from the date of the approval of the last reserved matters application, whichever is the later.

Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

F3

Construction Environmental Management Plan

The construction of the Plot 5 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until a CEMP in relation to the construction works for the Plot 5 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan.

Reason: To protect the environment and amenities of the locality.

F4

Air Quality and Dust Management Plan

The construction of the Plot 5 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until an Air Quality and Dust Management Plan in relation to the construction works for the Plot 5 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan.

Reason: To protect the environment and amenities of the locality.

F5

Construction Waste Management Plan

The construction of the Plot 5 development above Podium level (and excluding any temporary landscaping proposals) shall not commence until a Construction Waste Management Plan in relation to the construction works for the Plot 5 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

F7

Construction Hours

No demolition, deliveries or construction or building works associated with the construction of the Plot 5 development to be carried out outside the hours of 08:00-20:00 Monday to Saturday with no Sunday or Bank Holiday working, unless otherwise agreed in writing by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

F8

Piling Method Statement

No piling shall take place during the construction phase of the Plot 5 development 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 Council in consultation with Thames Water. Any piling on Plot 5 must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To prevent the contamination of the underlying aquifer.

F9

Wheelchair Accessible Homes

10% of the residential units to be identified as wheelchair accessible shall be designed and constructed as wheelchair adaptable housing.

Reason: In order to ensure adequate accessibility for the disabled and mobility impaired throughout their lifetime.

F10

Design Code

The submission of the reserved matters application for appearance for the residential development will be accompanied by a Design Code Compliance Statement.

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

F11

Dwelling Mix

No more than 5% of units shall be studios, no less than 5% shall be three bed units and no more than 50% shall be 1 bed units.

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

F12

Car Parking Management Plan

Prior to the commencement of development above Podium level (and excluding any temporary landscaping proposals) of Plot 5, a parking management plan and scheme setting out the location of electric charging spaces and blue badge spaces in the Plot 5 development to be submitted and approved by the Council.

Reason: To promote sustainable transport and to reduce the potential for additional on street parking stress as a result of the development, consistent with Policies SP0, SP4 and SP7 of the Haringey Local Plan.

F13

Cycle Parking

Prior to the commencement of the Plot 5 development above Podium level (and excluding any temporary landscaping proposals) a detailed cycle parking layout for the Plot 5 development to be submitted and approved by the Council.

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

F14

CCTV

Prior to the first occupation of the Plot 5 development a CCTV scheme for the Plot 5 development shall be submitted to and approved by the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To protect public safety and the amenities of neighboring residents.

F15

Lighting

Prior to the first occupation of the Plot 5 development an external lighting strategy for the Plot 5 development shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect public safety and the amenities of neighboring residents.

F16

Waste and refuse

A waste and refuse strategy for the Plot 5 development to be submitted and approved by the Council prior to occupation of the Plot 5 development and the development shall be implemented in accordance with the approved strategy.

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

F17

Landscape Management

Within 1 year of commencing the Plot 5 development the applicant shall submit a landscape maintenance scheme for the Plot 5 development for approval by the Council and the development shall be implemented in accordance with the approved scheme.

Reason: To ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Local Plan 2011, Policy SP11 of the Haringey Local Plan 2013.

F19

Wind Mitigation

The submission of the reserved matters application for landscape for the residential development will be accompanied by a statement outlining how wind mitigation has been incorporated in to the Plot 5 landscaping scheme.

Reason: To protect the environment and amenities of the locality.

F20

Green/Brown Roofs

Prior to the construction of the residential development on Plot 5 a scheme for green or brown roofs on the Plot 5 development shall be submitted and approved by the LPA.

Reason: To ensure a sustainable development consistent with Policy 5.11 of the London Plan 2011 and Policies SP0, SP4 and SP11 of the Haringey Local Plan 2013.

F21

Contamination

Prior to the commencement of the Plot 5 development:

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

- b. If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-
- a risk assessment to be undertaken,
 - refinement of the Conceptual Model, and
 - the development of a Method Statement detailing the remediation requirements.
- The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority.
- c. If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

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

F22

Contamination Remediation

Where remediation of contamination on the Plot 5 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 on Plot 5 is occupied.

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

F23

Retention of Architects

The existing architects for the residential element of the scheme shall be retained for the detailed design of the residential phase or other such architects as approved in writing by the Local Authority

Reason: In order to retain the design quality of the

development in the interest of the visual amenity of the area and consistent with Policy SP11 of the Haringey Local Plan 2013 and Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

F25

Water Use

Water use in the residential towers is limited to 105 litres per person per day.

Reason: To ensure a sustainable development consistent with Policy 5.11 of the London Plan 2011 and Policies SP0, SP4 and SP11 of the Haringey Local Plan 2013.

F26

Energy Centre Flues

Full details of the location and appearance of the flues, including height, design, location and siting for the Plot 5 development shall be submitted and approved by the Council before installation of the flues on Plot 5.

Reason: To protect local air quality consistent with Policy 7 14 of the London Plan.

F27

Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 5 shall be submitted and approved by the Council prior to the commencement of work on Plot 5.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

F28

Telecommunications

Prior to construction of the Residential development super structure a Television Reception Mitigation scheme shall be submitted to and approved by the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

G. CONDITIONS RELATING TO THE COMMUNITY HEALTH BUILDING (PLOT 6)

Condition Ref.	Description
G1	Consented Drawings The development of Plot 6 shall be constructed in accordance with the plans listed under "Plot 6" in condition A4. Reason: In order to avoid doubt and in the interests of good planning.
G2	Reserved Matters The first reserved matters application for Plot 6 shall be made to the Council before the expiration of five years from the date of the planning permission. The development on Plot 6 hereby permitted shall be begun before the expiration of seven years from the date of this permission, or before the expiration of two years from the date of the approval of the last reserved matters application, whichever is the later. Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.
G3	Construction Environmental Management Plan The construction of the Plot 6 development above ground (excluding temporary landscape works or works associated with the Stadium) shall not commence until a CEMP in relation to the construction works for the Plot 6 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan. Reason: To protect the environment and amenities of the locality.
G4	Air Quality Dust Management Plan The construction of the Plot 6 development above ground (excluding temporary landscape works or works associated with the Stadium) shall not commence until an Air Quality and Dust Management Plan in relation to the construction works for the Plot 6 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan. Reason: To protect the environment and amenities of the locality
G5	Construction Waste Management Plan The construction of the Plot 6 development above ground (excluding temporary landscape works or works associated with the Stadium) shall not commence until a Construction Waste Management Plan in relation to the construction works for the Plot 6 development have been submitted to and approved by the Council and construction of the development shall be carried out in accordance with the approved plan.

Reason: To promote a sustainable development consistent with Policies SP0, SP4 and SP6 of the Haringey Local Plan 2013.

G7 Construction Hours

No demolition, deliveries or construction or building works associated with the construction of the Plot 6 development to be carried out outside the hours of 08:00-20:00 unless otherwise agreed in writing with the Council.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties consistent with Saved Policy UD3 of the Haringey Unitary Development Plan 2006.

G8 Lighting

Prior to the first occupation of the Plot 6 development an external lighting strategy for the Plot 6 development shall be submitted to and approved in writing by the Council and the development shall be implemented in accordance with the approved strategy.

Reason: To protect public safety and the amenities of neighboring residents.

G9 Waste and Refuse

A waste and refuse strategy for the Plot 6 development to be submitted and approved by the Council prior to occupation of the Plot 6 development and the development shall be implemented in accordance with the approved strategy.

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

G10 Green/Brown Roof

Prior to installation of the roof a scheme for green or brown roofs on the Plot 6 development shall be submitted to and approved by the Council. The scheme shall be implemented in accordance with the approved details.

Reason: To ensure a sustainable development consistent with Policy 5.11 of the London Plan 2011 and Policies SP0, SP4 and SP11 of the Haringey Local Plan 2013.

G12 Cooling Demand

Further information shall be provided on the cooling demand together with an overheating strategy (complying with CIBSE TH49) and the submission of detailed thermal modeling for Plot 6 shall be submitted and approved by the Council prior to the commencement of work on Plot 6.

Reason: In order to ensure an appropriate level of energy efficiency and sustainability is provided by the development consistent with Policy 5.7 of the London Plan 2015 and Policies SP0 and SP4 of the Haringey Local Plan 2013.

H. CONDITIONS RELATING TO PUBLIC REALM

Condition Ref.	Description
H1	Consented Drawings The development of Public Realm shall be constructed in accordance with the plans listed under "Public Realm" in condition A4. Reason: In order to avoid doubt and in the interests of good planning.
H2	Public Realm Strategy Prior to the occupation of Plot 1, a public realm strategy including a public realm phasing plan will be submitted to and approved by the LPA. No subsequent Plot shall be occupied until the relevant part of the public realm attributed to that Plot is delivered as provided for in the approved strategy. Reason: In order to avoid doubt and in the interests of good planning and to ensure a satisfactory setting for the proposed development in the interests of the visual amenity of the area consistent with Policy 7.21 of the London Local Plan 2011, Policy SP11 of the Haringey Local Plan 2013.

Schedule # Consented drawings and documents

Plot 1 Drawings	
POP-4494-PLN-GA-0119 – REV 0	POP-4494-PLN-SC-0158 – REV 0
POP-4494-PLN-GA-0120 – REV 0	POP-4494-PLN-SC-0159 – REV 0
POP-4494-PLN-GA-0121 – REV 0	POP-4494-PLN-SC-0160 – REV 0
POP-4494-PLN-GA-0122 – REV 0	POP-4494-PLN-SC-0161 – REV 0
POP-4494-PLN-GA-0123 – REV 0	POP-4494-PLN-SC-0170 – REV 0
POP-4494-PLN-GA-0124 – REV 0	POP-4494-PLN-SC-0171 – REV 0
POP-4494-PLN-GA-0125 – REV 0	POP-4494-PLN-SC-0175 – REV 0
POP-4494-PLN-GA-0126 – REV 0	POP-4494-PLN-SC-0180 – REV 0
POP-4494-PLN-GA-0127 – REV 0	POP-4494-PLN-SC-0181 – REV 0

POP-4494-PLN-GA-0128 – REV 0	POP-4494-PLN-SC-0182 – REV 0
POP-4494-PLN-GA-0129 – REV 0	POP-4494-PLN-SC-0183 – REV 0
POP-4494-PLN-GA-0130 – REV 0	POP-4494-PLN-SC-0184 – REV 0
POP-4494-PLN-GA-0131 – REV 0	POP-4494-PLN-SC-0185 – REV 0
POP-4494-PLN-GA-0132 – REV 0	POP-4494-PLN-SC-0186 – REV 0
POP-4494-PLN-GA-0135 – REV 0	POP-4494-PLN-SC-0187 – REV 0
POP-4494-PLN-GA-0140 – REV 0	POP-4494-PLN-SC-0188 – REV 0
POP-4494-PLN-EL-0142 – REV 0	POP-4494-PLN-SC-0189 – REV 0
POP-4494-PLN-SC-0143 – REV 0	POP-4494-PLN-SC-0190 – REV 0
POP-4494-PLN-SC-0150 – REV 0	POP-4494-PLN-SC-0191 – REV 0
POP-4494-PLN-SC-0151 – REV 0	POP-4494-PLN-SC-0192 – REV 0
POP-4494-PLN-SC-0152 – REV 0	POP-4494-PLN-SC-0193 – REV 0
POP-4494-PLN-SC-0153 – REV 0	POP-4494-PLN-SC-0194 – REV 0
POP-4494-PLN-SC-0154 – REV 0	POP-4494-PLN-SC-0195 – REV 0
POP-4494-PLN-SC-0155 – REV 0	POP-4494-PLN-SC-0198 – REV 0
POP-4494-PLN-SC-0156 – REV 0	POP-4494-PLN-SC-0199 – REV 0
POP-4494-PLN-SC-0157 – REV 0	

Plot 2 Drawings

POP-4494-PLN-GA-0200 – REV 0	POP-4494-PLN-EL-0231 – REV 0
POP-4494-PLN-GA-0201 – REV 0	POP-4494-PLN-EL-0232 – REV 0
POP-4494-PLN-GA-0202 – REV 0	POP-4494-PLN-EL-0233 – REV 0
POP-4494-PLN-GA-0208 – REV 0	POP-4494-PLN-EL-0234 – REV 0
POP-4494-PLN-EL-0220 – REV 0	POP-4494-PLN-EL-0235 – REV 0
POP-4494-PLN-EL-0230 – REV 0	

Plot 3 Drawings

POP-4494-PLN- GA-0300-0 – REV 0	POP-4494-PLN- SC-0320-0 – REV 0
POP-4494-PLN- GA-0301-0 – REV 0	POP-4494-PLN- SC-0321-0 – REV 0
POP-4494-PLN- GA-0302-1 – REV 0	POP-4494-PLN- EL-0330-0 – REV 0
POP-4494-PLN- GA-0303-0 – REV 0	POP-4494-PLN- EL-0331-0 – REV 0
POP-4494-PLN- GA-0304-1 – REV 0	POP-4494-PLN- EL-0332-0 – REV 0
POP-4494-PLN- GA-0305-0 – REV 0	POP-4494-PLN- EL-0333-0 – REV 0
POP-4494-PLN- GA-0306-0 – REV 0	POP-4494-PLN- EP-0340-0 – REV 0
POP-4494-PLN- GA-0307-0 – REV 0	POP-4494-PLN- EE-0341-0 – REV 0

POP-4494-PLN- GA-0308-0 – REV 0	
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Plot 4 Drawings	
Parameter Plans	Illustrative Plans
POP-4494-PLN-PP-0400 – REV 0	POP-4494-PLN-IP-0420 – REV 0
POP-4494-PLN-PP-0401 – REV 0	POP-4494-PLN-IP-0421 – REV 0
POP-4494-PLN-PP-0402 – REV 0	POP-4494-PLN-IP-0422 – REV 0
POP-4494-PLN-PP-0403 – REV 0	POP-4494-PLN-IP-0423 – REV 0
POP-4494-PLN-PP-0404 – REV 0	POP-4494-PLN-IP-0424 – REV 0
POP-4494-PLN-PP-0405 – REV 0	POP-4494-PLN-IP-0425 – REV 0
POP-4494-PLN-PP-0406 – REV 0	POP-4494-PLN-IP-0426 – REV 0
POP-4494-PLN-PP-0407 – REV 0	POP-4494-PLN-IP-0427 – REV 0
POP-4494-PLN-PP-0408 – REV 0	POP-4494-PLN-IP-0428 – REV 0
POP-4494-PLN-PP-0410 – REV 0	POP-4494-PLN-IP-0429 – REV 0
POP-4494-PLN-PP-0411 – REV 0	POP-4494-PLN-EL-0430 – REV 0
POP-4494-PLN-PP-0412 – REV 0	POP-4494-PLN-EL-0431 – REV 0
POP-4494-PLN-PP-0413 – REV 0	POP-4494-PLN-EL-0432 – REV 0
POP-4494-PLN-PP-0414 – REV 0	POP-4494-PLN-EL-0433 – REV 0
POP-4494-PLN-PP-0415 – REV 0	POP-4494-PLN-SC-0440 – REV 0
POP-4494-PLN-PP-0416 – REV 0	POP-4494-PLN-SC-0441 – REV 0
POP-4494-PLN-PP-0417 – REV 0	
POP-4494-PLN-PP-0418 – REV 0	
POP-4494-PLN-PP-0419 – REV 0	

Plot 5	
Parameter Plans	Illustrative Drawings
1007_07_PP_000 – REV P4	1007_07_098 – REV P4
1007_07_PP_001 – REV P5	1007_07_099 – REV P4
1007_07_PP_002 – REV P5	1007_07_100 – REV P4
1007_07_PP_003 – REV P5	1007_07_101 – REV P4
1007_07_PP_004 – REV P5	1007_07_102 – REV P4
1007_07_PP_005 – REV P5	1007_07_103 – REV P4
1007_07_PP_006 – REV P5	1007_07_104 – REV P4

1007_07_PP_007 – REV P4	1007_07_105 – REV P4
1007_07_PP_008 – REV P4	1007_07_106 – REV P4
1007_07_PP_009 – REV P5	1007_07_107 – REV P4
1007_07_PP_010 – REV P5	1007_07_115 – REV P4
1007_07_PP_011 – REV P5	1007_07_119 – REV P4
1007_07_PP_012 – REV P5	1007_07_120 – REV P4
1007_07_PP_013 – REV P5	1007_07_123 – REV P4
1007_07_PP_014 – REV P4	1007_07_128 – REV P4
1007_07_PP_015 – REV P4	1007_07_131 – REV P4
1007_07_PP_016 – REV P4	1007_07_136 – REV P4
1007_07_PP_017 – REV P4	1007_07_200 – REV P4
1007_07_PP_018 – REV P4	1007_07_201 – REV P4
1007_07_PP_019 – REV P4	1007_07_202 – REV P4
	1007_07_203 – REV P2
	1007_07_204 – REV P1
	1007_07_300 – REV P4
	1007_07_301 – REV P4
	1007_07_302 – REV P4
	1007_07_303 – REV P4

Plot 6 Drawings

Parameter Plans	Illustrative Drawings
POP_4494_PLN_GA_0501 – REV 0	POP_4494_PLN_GA_0520 – REV 0
POP_4494_PLN_GA_0502 – REV 0	POP_4494_PLN_GA_0521 – REV 0
POP_4494_PLN_GA_0510 – REV 0	POP_4494_PLN_GA_0522 – REV 0
POP_4494_PLN_GA_0511 – REV 0	POP_4494_PLN_GA_0523 – REV 0
POP_4494_PLN_GA_0512 – REV 0	POP_4494_PLN_EL_0530 – REV 0
POP_4494_PLN_GA_0513 – REV 0	POP_4494_PLN_EL_0531 – REV 0
POP_4494_PLN_EL_0532 – REV 0	POP_4494_PLN_SC_0540 – REV 0
	POP_4494_PLN_SC_0541 – REV 0
	POP_4494_PLN_EL_0542 – REV 0
	POP_4494_PLN_EL_0543 – REV 0

Landscape Plans & Public Realm

POP-4494-PLN-GA-8000 – REV 0	POP-4494-PLN-SC-8007 – REV 0
POP-4494-PLN-GA-8001 – REV 0	POP-4494-PLN-DP-8008 – REV 0

POP-4494-PLN-GA-8002 – REV 0	POP-4494-PLN-GA-8009 – REV 0
POP-4494-PLN-GA-8003 – REV 0	POP-4494-PLN-GA-8100 – REV 0
POP-4494-PLN-GA-8004 – REV 0	POP-4494-PLN-GA-8101 – REV 0
POP-4494-PLN-GA-8005 – REV 0	POP-4494-PLN-GA-8102 – REV 0
POP-4494-PLN-SC-8006 – REV 0	

Environmental Statement
Environmental Statement Volume 1 (Non-Technical Summary)
Environmental Statement Volume 2 (Main Report)
Environmental Statement Volume 3 (Technical Appendices)

Technical Reports
Planning Statement Heritage Statement Design & Access Statement Residential Design Code Statement of Community Involvement Tree Survey Energy Strategy Water Strategy Utilities Planning Report Sustainability Report Transport Assessment

INFORMATIVE:

1. 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.

Emma Williamson
Head of Development Management
Planning Service

Mr David Roach
DP9
100 Pall Mall
London
SW1Y 5NQ

On behalf of
Mr Richard Serra
Tottenham Hotspur Property Company Ltd
C/o Agent

Planning Application Reference No. **HGY/2015/3001**

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

NOTICE OF PLANNING PERMISSION

Location: **Warmington House, 744 High Road, N17**

Proposal: **Listed building consent for internal and external works to No.744 High Road, all in connection with the use of the building for ancillary museum uses associated with a separate planning application for the Northumberland Development Project**

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 18/09/2015

SEE SCHEDULE OF CONDITIONS ATTACHED

Emma Williamson
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.

HGY/2015/3001

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

1. Development shall commence within 5 years of the date of this planning permission.

Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

2. The development shall be constructed in accordance with the following drawings and details submitted with the application:

POP-4494-PLN-GA-0200 - REV 0, POP-4494-PLN-GA-0201 - REV 0, POP-4494-PLN-GA-0202 - REV 0, POP-4494-PLN-GA-0208 - REV 0, POP-4494-PLN-EL-0220 - REV 0, POP-4494-PLN-EL-0230 - REV 0, POP-4494-PLN-EL-0231 - REV 0, POP-4494-PLN-EL-0232 - REV 0, POP-4494-PLN-EL-0233 - REV 0, POP-4494-PLN-EL-0234 - REV 0 & POP-4494-PLN-EL-0235 - REV 0

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

3. All works should be made good to match the existing fabric in colour, material and texture. If works cause any un-intentional harm to the existing fabric, this should be repaired or replicated to match existing.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2011, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

4. Any hidden historic features (internal or external) which are revealed during the course of works shall be retained in situ, work suspended in the relevant area of the building and the Council as local planning authority notified immediately. Provision shall be made for the retention and/or proper recording, as required by the Local Planning Authority.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2011, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

5. Prior to the commencement of works to Warmington House details of materials including external finishes, metal and any masonry should be submitted to the Council for approval. This should include an appropriate lime based mortar such as 1:2:9 (Cement: lime: aggregate) and match existing mortar in colour and texture.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2011, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006

6. A detailed and itemised schedule of works, methodology statement, detailed plans and drawings as appropriate in respect of the following, shall be submitted to and approved by the Local Planning Authority before the relevant part of the work is begun for the following items:

- a) The staircase, its material and treatment of the defensible space immediately in front of the House;
- b) Repair, reinstatement of fabric including brick and mortar repairs and any additional works affecting the internal and external fabric of the listed building;
- c) Detail of structural investigations to verify the loading capacity of the building and any concealed damage to the structure that may occur due to the new extensions on either side;
- d) Further details of how the new structure would be integrated with the existing listed building;
- e) All doors, windows and rainwater goods;
- f) Details of all decorative profiles on walls, ceiling surfaces, staircases, handrails, floor finishes, doors and fanlights as applicable; and,
- g) Location and finish of all mechanical ventilation, louvers, and communal satellite as applicable.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2011, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

7. Prior to the demolition of the three locally listed buildings a plan setting out measures to ensure the protection of Warmington House during the construction of the Tottenham Experience and Stadium should be submitted to the Council for approval.

Reason: In order to safeguard the special architectural or historic interest of the building consistent with Policy 7.8 of the London Plan 2011, Policy SP12 of the Haringey Local Plan 2013 and Policies CSV2, CSV3, CSV4 and CVS6 of the Haringey Unitary Development Plan 2006.

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.

Emma Williamson
Head of Development Management
Planning Service