



- Fire access ramp
- Social seating clusters
- Stepped access with adjacent lift
- Access to Moselle Walk
- Secure access to private communal courtyards
- Integrated rain gardens
- Servicing requirements integrated

4.2.4 KEY SPACES - PUBLIC COMMUNAL COURTYARDS

The plan opposite shows illustrative built form proposals demonstrating how codes can be applied. The images provide a precedent for look and feel.

The following performance specification is specific to the Public Communal Courtyards only. All proposals must be in-line with the site-wide principles set-out at the start of this section.

Public Courtyards	
Objectives	A defining feature of the scheme is the interaction between the public and private communal courtyards, creating spaces that are enriched and enhanced by the presence of one another. The public communal courtyards will provide an entrance setting for each block - a movement space that will also have incidental spaces for small social gatherings, chance encounters, incidental seating and informal play.
Core Functions	- Rain gardens that feed into the schemes site-wide drainage strategy should be located within each public communal courtyard. - Accessible movement routes must be integrated into the courtyards where space allows. - Servicing and fire tender routes must be kept free of permanent structures or items that would hinder their use/ function.
Design Criteria:	
Users	Pedestrian, servicing, emergency access.
Key Dimensions	A flat or graded route 20 x 3.7m must be kept clear for fire tender between zones D + E as indicated on the Proposed Development plans.
Character	The character of each space will come from the planting, using a variety of species with signature plants that combine bold sensory design with seasonality.
Uses	- Public communal courtyards should be visible from the public realm and must have public access, but should not contain activities that would disrupt residents. - Social seating opportunities should be provided. - Rain gardens that form part of the scheme's wider drainage strategy should be integrated into each courtyard.
Indicative Materials	- Concrete Block Pavers - Marshalls Tegula, Traditional + Harvest Mix, 160mm gauge. - Porphyry Sett Paving - 100x350 to 450mm varied length. - Silver Granite Steps. - Silver Granite Kerbs (to rain gardens).
Furniture	- Gates between public and private communal courtyards must be visually permeable - allowing enticing glimpses through to the shared private communal courtyards. - Seating should be located away from primary building entrances to discourage tail-gating and anti-social behaviour.
Trees + Planting	- Alnus glutinosa 'Lacinata' should be used to tie the courtyards into the wider development. - The planting palette should be woodland inspired. Each courtyard must have a signature species to make it unique. - Where appropriate, planting should be used with geo-cell to provide areas for servicing 'run-over'. This should be used to reduce the dominance of servicing routes within the courtyards.



4.2.5 KEY SPACES - PRIVATE COMMUNAL COURTYARDS

The plan opposite shows illustrative built form proposals demonstrating how codes can be applied. The images provide a precedent for look and feel.

The following performance specification is specific to the Private Communal Courtyards only. All proposals must be in-line with the site-wide principles set-out at the start of this section.

Communal Courtyards	
Objectives	The private communal courtyards should be designed to be the social heart of each block, supporting the life of the development. The planting and materials palettes will separate these spaces from their public counterparts, using lighter and smaller scale features with more ornamental planting that supports the more intimate/ private nature of the spaces.
Core Functions	- Private communal courtyards must provide 0-5 years play space. - Private communal courtyards must provide space for integrated informal play features, social seating and productive planting that create a strong sense of community, encourage interaction between the residents and provide a sense of ownership. - Access must be provided to Moselle Walk as per Proposed Development plans.
Design Criteria:	
Users	Pedestrian only.
Key Dimensions	- All paths must have 1.2 - 1.5m clear-width to ensure free movement and support the more intimate nature of the spaces. - Private ground floor amenity space should have a 1m offset to courtyard paths to provide room for defensible hedging and ground-cover planting.
Uses	- Private communal courtyards must provide 0-5 years play space. - Natural play features should be integrated into the landscape; features such as topographic lawns, coppiced dens, woodland play areas or timber stepping stones would provide informal doorstep play. - Play space must be located within areas of the courtyards that receive +2hrs direct sunlight as per BRE guidelines. - Private communal courtyards at podium level must be accessible via a graded route or lift. - Private communal courtyards should provide opportunities for productive planting in raised planters or greenhouses. - Social seating opportunities should be provided. Where space allows communal dining tables and seating clusters should be used.
Indicative Materials	- Natural Stone Paving, Marshalls, Stonespar, Vasanta Mix, 600x200/300mm - Hardwood Timber Decking - with slip resistant surface.
Trees + Planting	- Betula ermanii should be used to create a consistent character within the private communal courtyards and ensure a light canopy is achieved. - The planting palette should be woodland inspired but introduce more ornamental species to reflect the nature of the spaces.

panter hudspith architects
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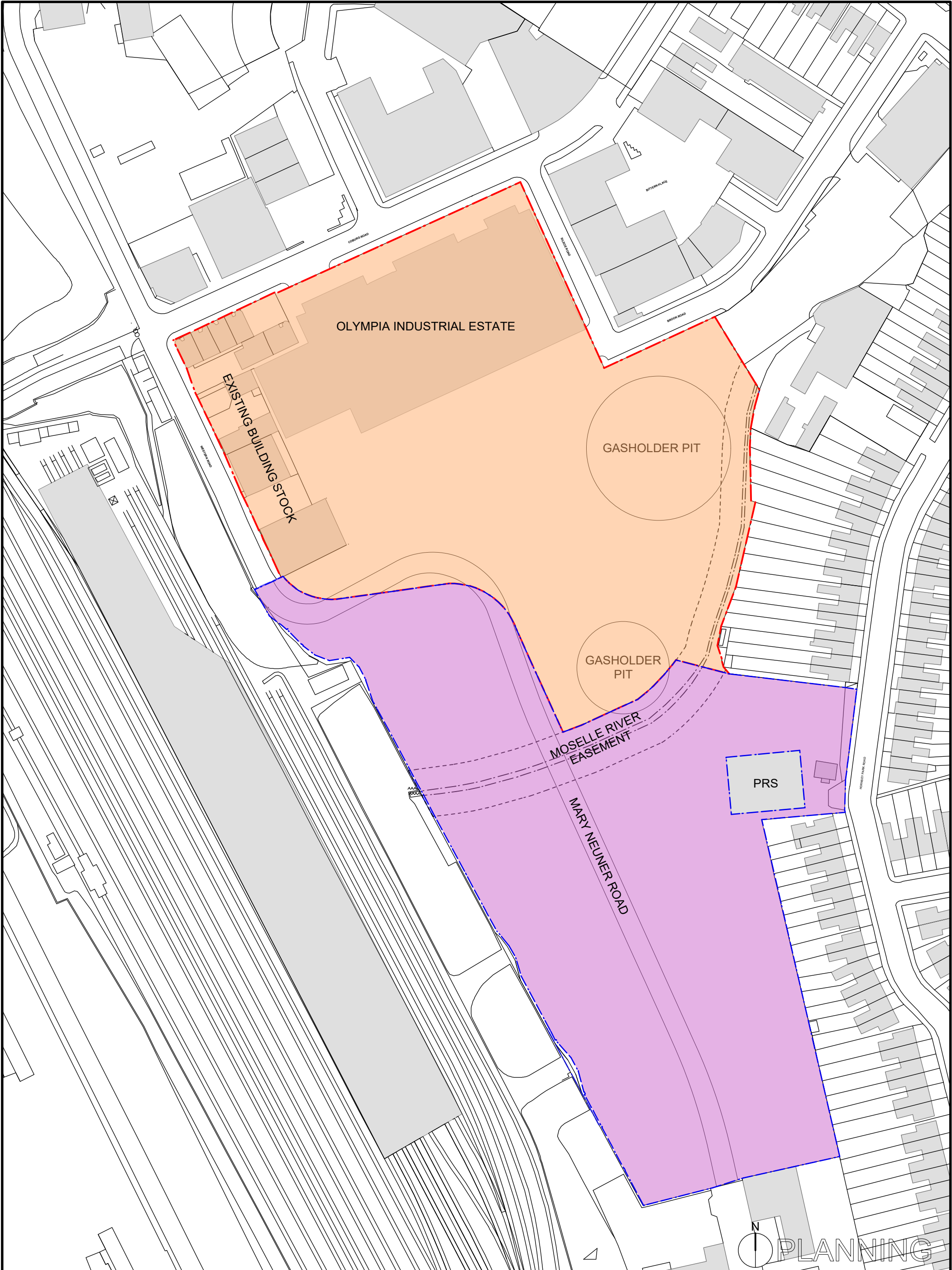
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Document 4

PARAMETER PLAN 1: OUTLINE AND DETAIL PLANNING APPLICATION AREA



KEY	
	OUTLINE PLANNING APPLICATION BOUNDARY: 24,551m², 2.45 hectares
	DETAILED PLANNING APPLICATION BOUNDARY: 22,645m², 2.30 hectares

REV	ISSUED FOR PLANNING	SM	GH	20.10.17
	DESCRIPTION	DRWN	CHKD	DATE

1. Do not scale from this drawing, other than for Planning purposes. 2. All dimensions to be checked on site by the contractor and such dimensions to be his responsibility. 3. Report all drawing errors, omissions and discrepancies to the architect. 4. Where the drawing is in CAD format, it is uncontrolled - only figured dimensions in hard copies and PDFs to be relied upon for checking. 5. All information contained in this drawing is SOLE COPYRIGHT OF PANTER HUDSPITH ARCHITECTS and is not to be reproduced without their permission.

PROJECT	Clarendon Gas Works, Wood Green
DRAWING	Parameter Plan 1: Outline and Detail Planning Application Area

panter hudspith architects		
11th Floor - Hannibal House Elephant & Castle, London SE1 6TE t: 020 7701 0575 e: info@panterhudspith.com		
JOB No. 439	DRAWING No. SK411	REV 1
SCALE 1:1250	SIZE A3	



Document 5

SECTION 106 LEGAL AGREEMENT

DATED 19th April 2018

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

and

(2) NATIONAL GRID TWENTY SEVEN LIMITED

and

(3) NATIONAL GRID GAS PLC

and

(4) CADENT GAS LIMITED

and

(5) ST WILLIAM HOMES LLP

AGREEMENT RELATING TO LAND KNOWN AS

**LAND AT HARINGEY HEARTLANDS, BETWEEN HORNSEY PARK ROAD, MAYES ROAD, COBURG ROAD,
WESTERN ROAD AND THE KINGS CROSS / EAST COAST MAINLINE, CLARENDON GAS WORKS, OLYMPIA
TRADING ESTATE, AND 57-89 WESTERN ROAD, LONDON N8 & N22**

**PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND SECTION 16 OF THE GREATER
LONDON COUNCIL (GENERAL POWERS) ACT 1974 AND ALL OTHER ENABLING POWERS**

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

Legal Ref: LEG/PP/55155/BX8
Planning Ref: HGY/2017/3117

DATE 19th day of April 2018

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("**Council**") of the first part
- (2) **NATIONAL GRID TWENTY SEVEN LIMITED** (company registration number 07926596) of 1-3 Strand, London WC2N 5EH ("**First Owner**") of the second part
- (3) **NATIONAL GRID GAS PLC** (company registration number 02006000) of 1-3 Strand, London WC2N 5EH ("**Second Owner**") of the third part
- (4) **CADENT GAS LIMITED** (company registration number 10080864) of Ashbrook Court Prologis Park, Central Boulevard, Coventry, United Kingdom, CV7 8PE ("**Third Owner**") of the fourth part
- (5) **ST WILLIAM HOMES LLP** (company registration number OC396332) of Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("**Developer**") of the fifth part

WHEREAS

- I. The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated.
- II. The Council is the owner with freehold title absolute of the Council Land which forms part of the Property.
- III. The First Owner is the owner with freehold title absolute of the First Owner's Land which forms part of the Property.
- IV. The Second Owner is the registered proprietor of the freehold titles absolute of the Second Owner's Land which forms part of the Property
- V. The Second Owner has transferred the Second Owner's Land to the Third Owner under a transfer dated 5 May 2017 which is pending registration at Land Registry.
- VI. The Developer is the owner with freehold title absolute of the Developer's Land which forms part of the Property.
- VII. The Developer also has the benefit of the 2016 Sale Agreement to purchase the First Owner's Land and the Second Owner's Land and the 2017 Sale Agreement to purchase the Council Land.

- VIII. The First Owner has transferred the Developer's Southern Land to the Developer under a transfer dated 9 April 2018 (made pursuant to the 2016 Sale Agreement) which has yet to be registered at Land Registry.
- IX. The Developer has applied to the Council for planning permission to develop the Property in accordance with the Application and as part of the Development the Developer has agreed to comply with the obligations, covenants and restrictions contained herein and the Owners are willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development and to bind their respective interests in the Property
- X. The Council Land is not bound by the terms of this Agreement. It is intended that upon the transfer of the Council Land to the Developer pursuant to the 2017 Sale Agreement, a Supplemental Deed will be entered into by the Developer so that the terms of this Agreement bind the Council Land.
- XI. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following execution of the Agreement to grant the Planning Permission.
- XII. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- XIII. As Local Highway Authority the Council considers the Highway Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

NOW THIS DEED WITNESSETH as follows:-

1. Enabling Powers and Interpretation

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

"1972 Act" means the Local Government Act 1972 (as amended).

"1974 Act"	means the Greater London Council (General Powers) Act 1974 (as amended).
"1980 Act"	means the Highways Act 1980 (as amended).
"1982 Act"	means the Local Government (Miscellaneous Provisions) Act 1982 (as amended).
"2011 Act"	means the Localism Act 2011(as amended).
"2016 Sale Agreement"	means the agreement for sale dated 16 February 2016 made between (1) the First Owner (2) National Grid Property Holdings Limited (3) National Grid Commercial Holdings Limited (4) the Developer (5) National Grid William Limited and (6) Berkeley Two Hundred And Three Limited in relation to the First Owner's Land, the Developer's Southern Land and the Second Owner's Land (together with any subsequent variations or supplemental agreements)
"2017 Sale Agreement"	means the agreement for sale dated 8 November 2017 made between (1) the Council and (2) the Developer in relation to the Council Land
"the Act"	means the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that Act.
"Actual Completion"	means the date that the Developer acquires the freehold interest in the Council Land pursuant to the 2017 Sale Agreement.

"Additional Affordable Housing" means Additional Affordable Housing Units to be provided as part of the Development pursuant to the Approved Detailed Viability Review and/or the Approved Outline Viability Review.

"Additional Affordable Housing Units" means any additional Affordable Housing Units that could be provided as part of the Development identified in the Approved Detailed Viability Review and/or the Approved Outline Viability Review.

"Adoptable Areas" means the land indicatively shown dotted black on the Highway Plan which is to be dedicated by the Developer and adopted by the Council as highway maintainable at public expense pursuant to the Highways Agreement or otherwise.

"Affordable Housing" means housing that will be available to Eligible Households who cannot afford to rent or buy housing generally available on the open market which shall include Affordable Rented Housing and Intermediate Housing.

"Affordable Housing Mix" means tenure and size of the Affordable Housing Units as set out at the Fifth Schedule of this Agreement showing that if both the Detailed Development and the Outline Development are delivered in full no less than 48.3% of the Affordable Housing Units shall be provided as Affordable Rented Housing and the remaining 51.7% of the Affordable Housing Units shall be provided as Intermediate Housing (calculated on a Habitable Rooms basis) SUBJECT TO any increase pursuant to the Approved Detailed Viability Review and/or the Approved Outline Viability Review

"Affordable Housing Plan" means the plan to be provided by the Developer to the Council for its written approval which shall include the following:

- i) a phasing plan showing how no less than 32.5% Affordable Housing calculated on a Habitable Room basis shall be delivered across the whole of the Development on the assumption that Actual Completion occurs and which is based on 40 per cent (by Habitable Room) of the Dwellings on the Council Land being provided as Affordable Housing;
- ii) the location, size, tenure and affordability of the Affordable Housing Units for each Development Phase in accordance with the Affordable Housing Mix; and
- iii) arrangements to ensure that the Affordable Housing remain as Affordable Housing in perpetuity (subject to the relevant clauses of this Agreement).

"Affordable Housing Provider"

means a provider of social housing registered under the Housing and Regeneration Act 2008 which is approved by the Council.

"Affordable Housing Units"

means no less than 32.5% (thirty two and a half percent) of all Dwellings calculated on a Habitable Room basis to be constructed pursuant to the Planning Permission and made available to Eligible Households as Affordable Housing in accordance with the Approved Affordable Housing Plan and the Affordable Housing Mix.

"Affordable Rented Housing"

means rented Affordable Housing let by an Affordable Housing Provider (who has entered into a Nominations Agreement) to Eligible Households that is not subject to the national rent regime but that shall be let in accordance with the following guideline affordability levels:

1 bedroom Dwellings shall be available for a rent (including service charges) of up to 80% of the relevant Market Rent (including service charges) or LHA, whichever is the lower,

2 bedroom Dwellings shall be available for a rent (including service charges) of up to 65% of the relevant Market Rent

(including service charges) or LHA, whichever is the lower;

3 bedroom Dwellings shall be available for a rent (including service charges) of up to Social Rents or LHA whichever is the lower;

4 or more bedroom Dwellings shall be available for rent (including service charges) up to Social Rents (including service charges) or LHA whichever is the lower.

(and the phrases "Affordable Rented" and "Affordable Rent" and "Affordable Rented Housing Units" shall be construed accordingly)

"Agreement"

means this Agreement

"the Application"

means the planning application seeking planning permission for the Development bearing Ref HGY/2017/3117

"Assigned Officer"

means the Council's economic development officer assigned by the Council to meet the requirements of the Haringey Employment and Recruitment Partnership.

"Base Viability Assessments"

means the viability assessments submitted by the Developer and dated 5 January 2018 the basis of which compares the land values under the Extant Planning Permission and the Application at a 15 per cent internal rate of return and which was submitted with the Application and independently assessed and verified by the Council.

"Block C1"

means the block whose location is indicatively edged solidly red on the plan with drawing number P/SW/151 at the First Schedule to be constructed as part of the Development.

"Blocks H2, H3 or D4"	means any of the three blocks shown for identification only edged solidly red and labelled "H2", "H3" and "D4" on the plan with drawing number P/SW/154 at the First Schedule to be constructed as part of the Outline Development.
"Blue Badge Holder"	means a person who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970.
"Borough"	means the administrative area of the London Borough of Haringey.
"Bus Facility"	means a male toilet and a female toilet in Blocks H2, H3 or D4 for drivers of public buses with routes within the vicinity of the Development.
"Bus Feasibility Contribution"	means the sum of £30,000.00 (THIRTY THOUSAND POUNDS) payable by the Developer towards feasibility studies to divert existing bus routes and to investigate if new bus routes can be provided which will service areas within the vicinity of the Development.
"Bus Contribution"	means the sum of £900,000 (NINE HUNDRED THOUSAND POUNDS) payable by the Developer to enhance bus routes within the local vicinity of the Development
"Car Club"	means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate.

"Car Club Operator"	means a company that is accredited by Carplus to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing.
"Career Education Workshops"	means the career education workshops to be provided by the Developer for Haringey Secondary School Students
"Carplus"	means the national charity promoting responsible car use and known as "Carplus".
"Challenge Free"	means, in respect of a Culvert Permission: (a) seven weeks have passed after the grant of the Culvert Permission without Challenge Proceedings being commenced; or (b) if Challenge Proceedings are commenced, those Challenge Proceedings have been finally disposed leaving in place a valid Culvert Permission.
"Challenge Proceedings"	means any application or appeal to any court tribunal Person or forum against or in respect of a decision of the Council or the Secretary of State including any appeals to a higher court against a judgment given in a lower court.
"Chargee"	means any funder, mortgagee or chargee of the Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
"Chargee's Duty"	means the tasks and duties set out at clause 4.4.6 of this

Agreement.

"Chief Planner" means the Assistant Director of Planning or such other similar role which may exist from time to time.

"Commencement Date" means the date of commencement of the Development (or any part or Development Phase as may be specified) by the carrying out of a material operation as defined in Section 56 of the Act excluding any Site Preparation Works and any works carried out pursuant to the Extant Planning Permission constituting "Site Preparation Works" as defined in the Extant Planning Permission and references to "Commencement" and "Commence" shall be construed accordingly.

"Commercial Development" means those parts of the Development comprising the commercial floorspace.

"Commercial Travel Plan" means a plan:

- (a) setting out ways to encourage sustainable transport by Occupiers and customers of the Commercial Development to and from the Development;
- (b) containing details of welcome induction packs to be provided to Occupiers of the Commercial Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance; and
- (c) setting out adequate provision of showers, lockers, and changing room facilities for Occupiers of the Commercial Development.

"Commercial Travel Plan Co-Ordinator" means a person appointed by the Developer to liaise with the Council in the submission and agreement of the Commercial Travel

	Plan and on compliance therewith and to be responsible for promoting the Commercial Travel Plan to Occupiers of the Commercial Development.
"Commercial Unit"	means any unit or space provided as part of the Commercial Development.
"Completion Notice Date"	means the date when the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to their satisfaction.
"the Considerate Constructors Code of Practice"	means the code made pursuant to the Considerate Constructor's Scheme and annexed hereto at the Fourth Schedule
"the Considerate Constructor's Scheme"	means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk .
"Construction Phase"	means the period from the Implementation Date until the Completion Notice Date.
"Construction Skills Certification Scheme"	means the construction skills certification scheme for which more information can be found at https://www.cscs.uk.com/
"Contributions"	means the CPZ Contribution and the Bus Contribution and the Employment Contribution and the Travel Plan Monitoring Contribution and the Traffic Management Order Contribution and the Walking and Cycling Contribution (each of which is a

"Contribution").

"Council Land"

means the land and buildings registered at HM Land Registry under title numbers NGL318855, NGL469884 and AGL422852 and shown for identification only coloured purple on the Property Plan.

"CPZ Contribution"

means **£42,000.00 (FORTY-TWO THOUSAND POUNDS)** payable by the Developer to the Council towards the design, consultation and feasibility studies connected to implementing parking management measures on part of the Property and areas within the vicinity of the Development which are not currently located within a controlled parking zone.

"Cultural Strategy"

the cultural strategy dated October 2017 submitted by the Developer as part of the Application and approved by the Council setting out how the Development shall support the growth of arts and culture to help achieve the creation of a sustainable community.

"Culvert Funding"

means monies paid to the Developer by the Council (whether sourced from Council resources or received from third parties) to cover the full costs of de-culverting the Moselle River in accordance with the Culvert Permission.

"Culvert Permission"

means full planning permission permitting the de-culverting of the Moselle River within the boundaries of the Pocket Park in accordance with the Moselle Feasibility Study.

"Design and Quality Standards"

means the standards for new homes in London published by the

GLA and set out in the Housing Standards Minor Alterations to the London Plan published in March 2016 and the Housing Supplementary Planning Guidance published in March 2016.

"Detailed Additional Affordable Housing Scheme" means a scheme prepared in accordance with the provisions of this Agreement if the Approved Detailed Viability Review concludes that Additional Affordable Housing could be provided as part of the Development and such a scheme shall include the tenure, size and location of the Additional Affordable Housing Units and shall include a plan and indicative timetable for construction and delivery, and the mechanism for the Transfer of the Additional Affordable Housing Units to an Affordable Housing Provider.

"Detailed Development" means the part of the Development for which detailed planning permission is sought comprising construction of building A1-A4, B1-B4 and C1 ranging from 2 to 15 storeys to accommodate 616 residential units; 332sqm Class B1 business use/Class A1-A4 use; 417sqm day nursery; associated cycle and car parking provision; two basements; energy centre; public realm works and landscaping; vehicular access and new servicing arrangements; associated highway works; realignment of Mary Neuner Road.

"Detailed Viability Review" means an upwards only viability assessment of the Development to be calculated and submitted on the same basis as the Base Viability Assessments in accordance with this Agreement and which shall:

- be based upon an internal rate of return of 15 per cent;
- recognise the need to overcome the deficit in the Base Viability Assessments before any surplus can be generated at 15 per cent internal rate of return;
- explain in detail all its component parts and to provide such information for the Council's review on an open-book basis as the Council shall require to enable the Council to verify and

calculate and confirm the Detailed Viability Review,

- explain, if applicable, the amount of any Additional Affordable Housing Units that could be provided as part of the Detailed Additional Affordable Housing Scheme; and
- include calculation of any Uplift Contribution.

"Developer's Land"

means the land and buildings registered at HM Land Registry under title number AGL374860 and shown for identification only coloured green on the Property Plan.

"Developer's Southern Land"

means the part of the land registered at HM Land Registry under title numbers AGL90969 and AGL130428 that has been transferred to the Developer under a transfer dated 9 April 2018 as shown for identification only coloured red on the Property Plan.

"the Development"

means the demolition of Olympia Trading Estate and Western Road buildings and structures and a phased residential led mixed use development comprising the construction of buildings across the site to include the following: 163,300sqm GEA Use Class C3 residential; 7,500sqm GEA Class B1 business; 1,500sqm to 3,950sqm GEA Class A1-A4; 417sqm GEA Class D1 day nursery; and up to 2,500sqm GEA Class D1/D2 leisure; new basement level; two energy centres, vehicular access, parking; realignment of Mary Neuner Road; open space; associated infrastructure and interim works; site preparation works as set out in the Application.

"Development Phase"

means a phase of the Development in accordance with the Planning Permission and the Approved Affordable Housing Plan SAVE THAT the Development on the Council Land shall be treated as a Development Phase in this Agreement.

"Due Date"

means the date upon which any payment due under any of the

provisions of this Agreement is to be made.

"Dwelling"	means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"Eligible Households"	means those persons or households, whose housing needs are not met by the market and whose eligibility is determined with reference to local incomes and local rents.
"Employment and Skills Plan"	means the plan to be submitted to the Council and containing the information outlined under clause 4.10 1.
"Employment Contribution"	means the sum of £150,000.00 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) payable by the Developer to the Council toward the Haringey Employment and Recruitment Partnership in the Borough.
"Environment Agency"	means the non-departmental public body established by the HM Government to protect and improve the environment or any successor organisation established by HM Government responsible for water quality.
"Extant Planning Permission"	means planning permission HGY/2016/0026 granted by the Council on 23 May 2016
"First Owner's Land"	means the land and buildings registered at HM Land Registry under title numbers AGL90969, AGL103428, AGL298862 and AGL184051 excluding the Developer's Southern Land and shown for identification only coloured orange on the Property Plan.

"First Owner's Land Completion Date" means the date on which the freehold interest in the First Owner's Land is transferred to the Developer, or, if such transfer is phased, each date on which part of that freehold interest is transferred to the Developer, pursuant to the 2016 Sale Agreement.

"Force Majeure Event" means the occurrence of any circumstances beyond the Developer's reasonable control that delays the carrying out of the Development including without limitation:

- (a) any legal proceedings brought by any third parties other than contractors or others employed in the carrying out of the Development;
- (b) major fires, explosions or major health and safety accidents caused by third parties other than contractors or others employed in the carrying out of the Development which necessitates suspension of work on the Property,
- (c) exceptional adverse weather conditions;
- (d) the existence of any unknown archaeological artefacts, ground obstructions, contamination or unexploded ordinance;
- (e) interruption or failure in the supply to the Property of water and/or electricity;
- (f) shortage of labour or materials supply; and
- (g) delay in obtaining any necessary third party consents.

"Force Majeure Period" means such period as is required to enable the Developer to commence or recommence carrying out the Development following a Force Majeure Event.

"GLA" means the Greater London Authority as the non-departmental government body that funds and regulates Affordable Housing

Providers or such other body as may replace it.

"Habitable Room"

means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

"Haringey Employment and Recruitment Partnership"

and means the Haringey partnership which comprises the Council (acting by its Economic Development Service) Job Centre Plus Tottenham Hotspur Foundation and the College of Haringey Enfield and North East London.

"Haringey Heartlands Residents and Business Liaison Group"

means a residents and business liaison group established by National Grid to engage with local residents and businesses on the redevelopment and regeneration of the Property.

"Haringey 6th Form College"

means an education and training facility for people aged 16-18 situated at White Hart Lane Tottenham London N17 8HR.

"Haringey Secondary Schools"

means any secondary school within the Borough.

"Haringey Secondary School Students"

means students attending a Haringey Secondary School.

"Highways Agreement"

means an agreement or agreements under section 278 of the 1980 Act and any other enabling powers to be entered into between the Council and the Developer in accordance with this Agreement in relation to the Highway Works which shall be carried out by the Council at the cost of the Developer and which may provide for

	the dedication and adoption of the Adoptable Areas under section 38 of the 1980 Act.
"Highway Plan"	means the plan with drawing number 130935B/SK/48.3 Rev A at the First Schedule.
"Highway Temporary Works"	means: (a) temporary vehicle cross overs; and (b) temporary sub-surface service routes.
"Highway Temporary Works Agreement"	means an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into between the Parties in accordance with this Agreement in relation to any Highway Temporary Works which shall be carried out by the Council at the cost of the Developer.
"Highway Works"	means highway works within the Property comprising (but not limited to) the following: (a) realignment and resurfacing of Mary Neuner Road carriageway and footway; (b) four vehicle crossovers to provide vehicle access off Mary Neuner Road to the three basements; (c) new lighting, planting and street furniture on Mary Neuner Road in accordance with approved landscaping plan; (d) new loading, drop-off, disabled parking and car club bays on Mary Neuner Road in accordance with approved landscape plan, and (e) drainage upgrades along Mary Neuner Road as shown indicatively on the plans with drawing numbers

"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained.
"the Implementation Date"	means the date of commencement of the Development (or any part or Development Phase as may be specified) by the carrying out of a material operation as defined in Section 56 of the Act excluding any works carried out pursuant to the Extant Planning Permission constituting "Site Preparation Works" as defined in the Extant Planning Permission and references to "Implementation" and "Implement" shall be construed accordingly
"Intermediate Housing"	means Affordable Housing in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier the balance of the equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier on a shared ownership basis with an initial equity share of not less than 25 per cent and a rent level of no higher than 2.75 per cent (per annum) on the retained equity such levels and such rents to be increased in accordance with Homes England guidance and to be provided to households within and in accordance with the Intermediate Housing Bands (and the phrase "Intermediate Housing Units" shall be construed accordingly).
"Intermediate Housing Bands"	means the following household income limits applicable to the disposal and letting of the Intermediate Housing Units such limits to be incrementally increased on each anniversary of the date of this Agreement by the percentage increase (if any) in the Index

between that anniversary and the previous anniversary (or, in the case of the first anniversary, between the first anniversary and the date of this Agreement) (subject to any amendments agreed in writing between the Council and the Developer):

Unit size	Maximum household income per annum
One bed units	£55,000
Two bed units	£75,000
Three or more bed units	£90,000

"LHA"

means the local housing allowance rate applicable to the Property from time to time as published by the Valuation Office Agency (or any successor in statutory function).

"Market Housing Unit"

means any Dwelling that is not Affordable Housing and the term "Market Housing" shall be construed accordingly.

"Market Rent"

the market rent at which each Affordable Rented Housing Unit would be let assuming that the provisions of this Agreement are disregarded including all service charges and other charges relating to occupancy as determined under clauses 4.4.13 and 4.4.14 in accordance with the definition of the International Valuation Standards Committee as adopted by the Royal Institution of Chartered Surveyors.

"Marketing Evidence"	means evidence to be submitted by the Developer to the Council demonstrating compliance with the relevant Approved Marketing Plan including any information that the Council may reasonably request
"Marketing Plan"	means a plan for each Development Phase for marketing advertising and promoting the Intermediate Housing Units in that Development Phase for a period of at least six (6) months to persons who can demonstrate that they have been living or employed in the Borough for a minimum period of six (6) months and in accordance with the Intermediate Housing Bands.
"Marketing Plan Period"	means a period of at least six (6) months for the marketing advertising and promoting the Intermediate Housing in accordance with the Approved Marketing Plan.
"Moselle River"	means the river which flows through and/or under the Pocket Park known as the Moselle River and also known locally as the River Moselle and the Moselle Brook.
"Moselle Feasibility Study"	means a high-level study to be submitted by the Developer to the Council for its written approval exploring proposals for removing the whole or parts of the existing culverts over the Moselle River running through the Pocket Park (and associated landscaping).
"Nominations Agreement"	means an agreement giving the Council nomination rights in respect of the Affordable Housing Units entered into between the Council as local housing authority and the Affordable Housing Provider.

"Occupation Date"	means the first date when the Development (or any part or Development Phase that may be specified) is occupied (which for the avoidance of doubt shall not include occupation for the purposes of security, fitting out or marketing of the Development) and the terms "Occupy" "Occupier" "Occupied" and "Occupation" shall be construed accordingly.
"Outline Additional Affordable Housing Scheme"	means a scheme in prepared in accordance with the provisions this Agreement if the Approved Outline Viability Review concludes that Additional Affordable Housing could be provided as part of the Outline Development and such a scheme shall include the tenure, size and location of the Additional Affordable Housing Units and shall include a plan and indicative timetable for construction and delivery, and the mechanism for the Transfer of the Additional Affordable Housing Units to an Affordable Housing Provider.
"Outline Development"	means the part of the Development for which outline planning permission is sought comprising 103,150sqm Class C3 residential; 7,168sqm to 7,500sqm Class B1 business use; 1,500sqm to 3,950sqm Class A1-A4; and up to 2,500sqm Class D1/D2 leisure use; buildings up to 103.90m AOD; associated cycle and car parking provision; new basement level; two energy centres; new public square, public realm works and landscaping; vehicular access and new servicing arrangements; associated highway works; and facilitating works as set out in the Application.
"Outline Viability Review"	means an upwards only viability assessment in relation to the Outline Development to be calculated and submitted on the same basis as the Base Viability Assessments in accordance with this Agreement and which shall: • be based on an internal rate of return of 15 per cent, • recognise the need to overcome the deficit in the Base Viability Assessments before any surplus can be generated at

15 per cent internal rate of return;

- explain in detail all its component parts and to provide such information for the Council's review on an open-book basis as the Council shall require to enable the Council to verify and calculate and confirm the Outline Viability Review;
- explain, if applicable, the amount of any Additional Affordable Housing Units that could be provided as part of the Outline Additional Affordable Housing Scheme; and
- include calculation of any Uplift Contribution.

"the Owners"

means the First Owner and the Second Owner and the Third Owner and the Developer each of which is an "Owner"

"the Parties"

means the parties to this Agreement and their successors in title.

"Parking Plan"

means a plan that shall include:

- i) details of the allocation and management of on-site parking spaces for Occupiers and users of the Commercial Development;
- ii) details on the allocation and management of the non-wheelchair-accessible car parking spaces ;
- iii) details of the allocation and management of on-site parking spaces for Occupiers of and visitors to the Dwellings, subject to a maximum of 102 spaces for the Affordable Housing Units and a minimum of 10% of the total number of on-site car parking spaces being allocated to Blue Badge Holders;
- iv) provision of a minimum of 1-wheelchair accessible car parking space for the Commercial Development to be provided as part of the Detailed Development;
- v) the mechanism and process for transferring ownership and management of the on-site car parking spaces reserved for the Affordable Housing Units at nil cost from Affordable Housing Provider to the Developer should the Affordable Housing Provider decide to do

	so; and
	vi) any other information relating to parking reasonably requested by the Council.
"Payment Form"	means the form to be used by the Developer when making financial payments to the Council in accordance with this Agreement as set out in the Seventh Schedule of this Agreement.
"Person"	means any person corporate or otherwise.
"Planning Obligations Monitoring Officer"	means an officer of the Council from time to time allocated to deal with and monitor all obligations in this Agreement.
"the Planning Permission"	means planning permission for the Development pursuant to the Application substantially in the form of the draft planning permission appended at the Third Schedule.
"Pocket Park"	means the pocket park to be constructed as part of the Development as shown indicatively edged solidly red on the plan with drawing number P/SW/152 at the First Schedule.
"the Property"	means the land and premises at Haringey Heartlands, between Hornsey Park Road, Mayes Road, Coburg Road, Western Road and the Kings Cross / East Coast Mainline, Clarendon Gas Works, Olympia Trading Estate, and 57-89 Western Road, London N8 & N22 shown for identification purposes edged in a broken red line on the Property Plan.
"the Property Plan"	means the plan with drawing number P/SW/153 Rev A at the First Schedule.

"Protected Tenant"

means any tenant of an Affordable Housing Unit who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit;
- (c) has been granted a shared ownership lease of the Affordable Housing Unit by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) and who has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire leasehold interest in the Affordable Housing Unit.

"Public Realm"

means the areas of public realm shown indicatively shaded red on the plan with drawing number P/SW/150 at the First Schedule (subject to any amendments agreed in writing between the Council and the Developer and to any amendments necessary as a result of any reserved matters approval granted pursuant to the Planning Permission).

"Public Realm Maintenance Plan"

means a plan to be submitted by the Developer to the Council containing details of:

- a) the maintenance and management of the Public Realm,
- b) safeguarding of the public access to the Public Realm for the life of the Development,
- c) how the Developer shall maintain footways, lighting, public furniture, any public art, and CCTV in the Public Realm; and
- d) any such other measures and information reasonably

required by the Council.

"Rent Standard"

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform Act 2016, the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 both issued by the Ministry of Housing, Communities & Local Government in May 2014 together with the Rent Standard Guidance published by the Ministry of Housing, Communities & Local Government in April 2015.

"Resident"

means a person who is resident in the Borough.

"Residential Travel Plan"

means a plan:

- (a) setting out ways to encourage sustainable transport by Occupiers of the Dwellings to and from the Development, in particular how to encourage cycle journeys;
- (b) containing details of welcome residential induction packs to be provided to residents of the Dwellings containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan;
- (c) containing details of the provision and erection of travel information terminals which shall provide real time traffic information to occupiers of the Development and the public; and
- (d) requiring the provision of one Oyster card pre-loaded with £10 credit to the first household in Occupation of each Dwelling.

"Residential Travel Plan Co-Ordinator"

means a person appointed by the Developer to liaise with the Council in the submission and agreement of the Residential Travel Plan and on compliance therewith and to be responsible for

	promoting the Residential Travel Plan to Occupiers of the Dwellings.
"Resident's Parking Permit"	means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order.
"Second Owner's Land"	means the land and buildings registered at HM Land Registry under title numbers AGL90968 and AGL269906 and shown for identification only coloured blue on the Property Plan.
"Second Owner's Land Completion Date"	means the date on which the freehold interest in the Second Owner's Land is transferred to the Developer, or, if such transfer is phased, each date on which part of that freehold interest is transferred to the Developer, pursuant to the 2016 Sale Agreement.
"Social Rents"	means rents for social rented housing conforming with the pattern produced by the rents formula set out in the Guidance on Rents for Social Housing published by the Ministry of Housing, Communities & Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation permitted by the Rent Standard from time to time.
"Site Preparation Works"	means the demolition of buildings and structures, surveys, site clearance, works of archaeological, ground investigation, remediation and gasholder pit infill, the erection of fencing or hoardings, the provision of security measures and lighting, the erection of temporary buildings or temporary structures associated with the Development, the laying, removal or diversion of services, construction of temporary access, temporary highway

works and temporary estate roads.

"Stopping Up Application"

means an application for an order under section 247 of the Act to authorise the stopping up of the parts of Mary Neuner Road shown indicatively hatched black on the Highway Plan.

"Substantial Implementation"

means:

- (a) in relation to the Detailed Development, the completion of the Substructure of any one building in the Detailed Development; and
- (b) in relation to the Outline Development, the completion of the Substructure of any one building in the Outline Development and references to "Substantially Implement" and "Substantially Implemented" and "Substantial Implementation Date" shall be construed accordingly.

"Substructure"

means building foundations or underlying supporting substructure up to and including the lower of the basement or ground floor slab.

"Supplemental Deed"

means:

- a) in respect of the Council Land, a supplemental deed to this Agreement confirming that the Developer agrees that its interest in the Council Land as freeholder from the date of Actual Completion will be bound by the terms of this Agreement substantially in the form annexed hereto at the Sixth Schedule; and
- b) in respect of each of the First Owner's Land and the Second Owner's Land, a supplemental deed to this Agreement to be substantially in the form at the Sixth Schedule mutatis mutandis confirming that the Developer's covenants in this Agreement shall bind

successors in title to the First Owner, the Second Owner, the Third Owner or the Developer (as appropriate) in the event that the First Owner, the Second Owner, the Third Owner or the Developer (as appropriate) disposes of its interests in the First Owner's Land or the Second Owner's Land (as appropriate).

"the Traffic Management Order" means the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated.

"Traffic Management Order Contribution" means the sum of **£4,000.00 (FOUR THOUSAND POUNDS)** to be paid by the Developer to the Council and pooled by the Council towards the costs associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident's Parking Permit.

"Transfer" means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly

"Travel Plan Monitoring Contribution" means the sum of **£20,000.00 (TWENTY THOUSAND POUNDS)** to be paid by the Developer to the Council in respect of the Council's costs of monitoring the Residential Travel Plan and the Commercial Travel Plan.

"Uplift Contribution" means a contribution (if any) payable pursuant to the Approved Detailed Viability Review and/or the Approved Outline Viability Review to the Council by the Developer for the provision or funding of Affordable Housing within the Borough.

"Valuation Office Agency"	means the executive agency sponsored by HM Revenues & Customs responsible for giving the UK Government valuation and property advice and for determining and maintaining LHA rates.
"Viability Review"	means the Detailed Viability Review or the Outline Viability Review, as the context requires.
"Walking and Cycling Contribution"	means a sum of £255,000.00 (TWO HUNDRED AND FIFTY-FIVE THOUSAND POUNDS) payable by the Developer to the Council towards improving walking and cycling conditions and facilities in the Borough and in particular along the following routes: i) Penstock Footpath; ii) Hornsey Park Road; iii) Mayes Road' iv) Coburg Road; and v) Caxton Road to Wood Green High Road.
"Water Quality Assessment"	means an assessment in accordance with the sampling criteria set out in Annex V of the EU Bathing Water Directive 2006/7/EC or such other criteria relevant to the Water Quality Standards agreed between the Council, the Developer in consultation with the Environment Agency to be carried out by the Developer at its own cost of the water quality of the Moselle River where it joins or abuts the Property, such assessment to be carried out to determine if the Water Quality Standards are achieved.
"Water Quality Standards"	means a classification of "good" or better under the water quality standards for inland waters in the EU Bathing Water Directive 2006/7/EC or, if agreed between the Council and the Developer, such other water quality standards to be agreed between the Council and the Developer in consultation with the Environment

Agency before the first Water Quality Assessment pursuant to this Agreement and which shall require such standards to be met in at least nine out of ten samples in a Water Quality Assessment.

"Working Day" means any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

- 1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 33 of the 1982 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 1.3. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6. Unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7. Any obligation, covenant, undertaking or agreement by any party not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall have immediate effect save for:

- 2.1. clauses 4.16.3, 4.16.4 and 4.17 which shall take effect on the grant of the Planning Permission;
- 2.2. clauses 4.2.7, 4.2.8, 4.10.1, 4.10.2 and 4.16.2 which shall take effect on the Implementation Date; and
- 2.3. clauses 4.1-4.15 (inclusive save for any clauses referred to in clause 2.2 above), 4.16.1, 4.16.5-4.16.13 (inclusive), 4.18 and 4.19 which shall take effect on the Commencement Date

3. Enforceability

- 3.1. To the extent that they fall within the terms of section 106 of the Act, it is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of section 106 of the Act (save for clause 10 (payment of the Council's legal and monitoring costs)) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.
- 3.2. Both positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that the same shall be enforceable without limit of time not only against the Developer (subject to clauses 3.8-3.11 (inclusive)) but also against their successors in title and assigns and any Person claiming through or under the Developer an interest or estate created after the date hereof in the Property (excluding the Council Land) or any part or parts thereof as if that Person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that Person.
- 3.3 Both positive and restrictive covenants and undertakings herein on the part of the First Owner, the Second Owner and the Third Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the First Owner, the Second Owner and the Third Owner (subject to clauses 3.8-3.11 (inclusive) and the provisions set out in clause 5 and provided always that the covenants and undertakings in clause 4 shall not be enforceable against the First Owner, the Second Owner or the Third Owner unless the First Owner, the Second Owner or the Third Owner (as relevant) has entered into a Supplemental Deed (as applicable) in accordance with clause 5 or otherwise Implemented, Occupied or Used the Development in breach of clause 5) but also against their successors in title and assigns and any Person claiming through or under the First Owner and/or Second Owner and/or the Third Owner an interest or estate created after the date hereof in the First Owner's Land and/or the Second Owner's Land or any part or parts thereof as if that Person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that Person.
- 3.4. No Person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property or its interest in the part of the Property in respect of which such breach occurs

but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 3.5. This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission is quashed or revoked or otherwise withdrawn or expires prior to Implementation.
- 3.6. Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 3.7. If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 3.8. This Agreement shall not be enforceable against any lessee or Occupier of individual Market Housing Units SAVE FOR the obligations in clause 4.5.
- 3.9. This Agreement shall not be enforceable against any lessee or Occupier of individual Affordable Housing Units SAVE FOR the obligations in clauses 4.4 (to the extent that they relate to the relevant Affordable Housing Unit) and 4.5.
- 3.10. This Agreement shall not be enforceable against an Affordable Housing Provider of the Affordable Housing Units SAVE FOR the obligations in clauses 4.4 and 4.5.
- 3.11. This Agreement shall not be enforceable against any statutory undertaker carrying out its statutory functions and any lessee or Occupier of an individual Commercial Unit, the day nursery in the Development or the D1/D2 leisure uses in the Development.
- 3.12. Without prejudice to clause 4.4.4, this Agreement shall not be enforceable against any party acquiring an interest in the Property (or part thereof) solely by way of registered

legal charge or mortgage unless that party takes possession of the Property (or part thereof) in which case it will be bound by the obligations of this Agreement to the extent of its interest in the Property but not further or otherwise.

4. Obligations

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

4.1. General

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

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

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

4.2 The Contributions

4.2.1 On or prior to the Commencement Date to pay to the Council 37 per cent of the Contributions.

4.2.2 Not to:

- (i) Commence, cause or permit Commencement of the Development;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (iii) use or cause or permit the use of the Development or any part thereof,

until such time as the Council has received 37 per cent of the Contributions in full by direct bank transfer to the Council's bank in accordance with clause 8.1

4.2.3 On or prior to the Commencement of the Outline Development to pay to the Council a further 53 per cent of the Contributions.

- 4.2.4 Not to:
- (i) Commence, cause or permit Commencement of the Outline Development;
 - (ii) Occupy or cause or permit the Occupation of the Outline Development or any part thereof;
 - (iii) use or cause or permit the use of the Outline Development or any part thereof;
- until such time as the Council has received 90 per cent of the Contributions in full by direct bank transfer to the Council's bank in accordance with clause 8.1.
- 4.2.5 On or prior to the Commencement Date of the Outline Development on the Council Land to pay to the Council the balance of the Contributions.
- 4.2.6 Not to:
- (i) Commence, cause or permit Commencement of the Outline Development on the Council Land;
 - (ii) Occupy or cause or permit the Occupation of the Outline Development on the Council Land or any part thereof;
 - (iii) use or cause or permit the use of the Outline Development on the Council Land or any part thereof;
- until such time as the Council has received 100 per cent of the Contributions in full by direct bank transfer to the Council's bank in accordance with clause 8.1.
- 4.2.7 On or prior to the Implementation Date to pay to the Council the Bus Feasibility Contribution.
- 4.2.8 Not to:
- (i) Commence, cause or permit Implementation of the Development;
 - (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
 - (iii) use or cause or permit the use of the Development or any part thereof;
- until such time as the Council has received Bus Feasibility Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7 1.
- 4.3 **Considerate Constructor**
- 4.3.1 Not to Commence unless and until the Developer has registered the Development with the Considerate Constructor's Scheme and provided sufficient evidence of this to the Council.

- 4.3.2 To ensure that the Development is constructed in accordance with the Considerate Constructors Code of Practice and in the event of any non-compliance with the Considerate Constructors Code of Practice the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 4.3.3 Unless otherwise agreed in writing with the Council, not to Occupy, suffer or permit Occupation of more than one building in any Development Phase unless the Developer has obtained an assessment from a representative of the Considerate Constructor's Scheme of the performance of the construction of that Development Phase against the Considerate Constructors Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt.
- 4.4 **Affordable Housing**
- 4.4.1 Not to Commence or permit Commencement of any Development other than Block C1 until the Affordable Housing Plan has been submitted to and approved by the Council in writing ("**the Approved Affordable Housing Plan**") and thereafter to Implement and carry out the Development in accordance with the Approved Affordable Housing Plan unless otherwise agreed in writing with the Council.
- 4.4.2 Unless otherwise agreed in writing with the Council, to provide the Affordable Housing Units in accordance with the Approved Affordable Housing Plan and Affordable Housing Mix and which shall be used solely for Affordable Housing for the life of the Development (subject to clause 4.4.4).
- 4.4.3 Unless otherwise agreed in writing with the Council and unless otherwise shown in any approved drawing under the Planning Permission and any reserved matters approval pursuant to the Planning Permission, that the Affordable Housing Units shall be designed and constructed in accordance with Design and Quality Standards.
- 4.4.4 Not to Occupy or permit Occupation or use the Affordable Housing Units other than as Affordable Housing in accordance with this Agreement and the Nominations Agreement (if applicable) for the lifetime of this Development save that this obligation shall not be binding on:

- (i) any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any Person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- (ii) any Chargee exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge thereof provided that the Chargee shall have first complied with the Chargee's Duty; or
- (iii) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any Person deriving title from such purchaser PROVIDED THAT such mortgagee has complied with the Chargee's Duty.

4.4.5 Unless otherwise agreed in writing with the Council, not to Occupy more than 80 per cent of the Market Housing Units in each Development Phase until:

- (i) all of the Affordable Housing Units in that Development Phase have been constructed in accordance with the Planning Permission and the terms of this Agreement and the Approved Affordable Housing Plan and made ready for residential Occupation and written notification of such has been received by the Council;
- (ii) a contract has been entered into for the Transfer of all of the Affordable Housing Units in that Development Phase to the Affordable Housing Provider; and
- (iii) the Affordable Housing Provider has entered into a Nominations Agreement (if applicable) in respect of the Affordable Housing Units in that Development Phase.

4.4.6 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to sub-clause 4.4.4(ii) give not less than 3 months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds in writing within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such Transfer.;

- (b) if the Council does not respond in writing to the Chargee's notice served under clause 4.4.6 within 3 months of receipt thereof then the Chargee shall be entitled to dispose free of the restrictions set out in this clause 4.4 and such restrictions shall cease to apply to the Affordable Housing Unit(s) so disposed;
- (c) if the Council or any other Person cannot within 3 months of the date of receipt of the notice from the Chargee under clause 4.4.6 secure such Transfer then provided that the Chargee shall have complied with its obligations under clause 4.4.6 the Chargee shall be entitled to dispose free of the restrictions in this clause 4.4 and such restrictions shall cease to apply to the Affordable Housing Unit(s) so disposed

PROVIDED THAT at all times the rights and obligations in this clause 4.4 6 shall not require the Chargee to act contrary to its rights and duties under the charge or mortgage and the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

- 4.4 7 The Developer shall notify the Council in writing immediately upon it becoming aware of the Affordable Housing Provider defaulting or breaching its agreement with the Chargee or receiving notice from the Chargee that it intends to forfeit any such agreement.
- 4.4.8 That in respect of any of the Affordable Housing Units the net receipt accruing to any Affordable Housing Provider from the sale of any of the Affordable Housing Units will be recycled in accordance with regulations and directions made by the GLA from time to time.
- 4.4.9 No less than 6 (six) months prior to first Occupation of the Intermediate Housing Units in each Development Phase to submit a Marketing Plan and in the event of any refusal by the Council to approve the Marketing Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Marketing Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit the Occupation of the Intermediate Housing Units in each Development Phase or any part thereof until the Marketing Plan for that Development Phase has been submitted to and approved by the Council ("**the Approved Marketing Plan**") PROVIDED THAT in the event the Council has not provided a response within 20 Working Days of receipt of the Marketing Plan the occupation restriction in this clause shall cease to apply

- 4.4.10 Unless otherwise agreed in writing with the Council, to carry out each Development Phase in accordance with the relevant Approved Marketing Plan and to only offer and market the Intermediate Housing Units in each Development Phase in accordance with the relevant Approved Marketing Plan and not to Occupy or cause or permit the Occupation of the Intermediate Housing Units in each Development Phase until the Marketing Evidence for that Development Phase has been submitted to and approved in writing by the Council PROVIDED THAT in the event the Council has not provided a response within 20 Working Days of receipt of the Marketing Evidence the occupation restriction in this clause shall cease to apply.
- 4.4.11 If any Intermediate Housing Units in a Development Phase remain unsold after the Marketing Plan Period for that Development Phase and the Council has confirmed in writing that it is satisfied that the Developer has complied with the Approved Marketing Plan having regard to the Marketing Evidence then to procure that the Affordable Housing Provider markets, advertises, promotes and prioritises those Intermediate Housing Units in accordance with the Intermediate Housing Bands to the following people in order of priority:
- (i) Local Registered Provider (RP) and London Borough of Haringey tenants;
 - (ii) London Borough Haringey Housing Waiting List;
 - (iii) Local people living and/or working in London Borough of Haringey;
 - (iv) Local people living and/or working in the North Sub Region;
 - (v) People living and/or working in any London Borough;
 - (vi) Armed forces personnel;
 - (vii) Any other person.
- 4.4.12 Not to amalgamate or sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.
- 4.4.13 Subject to clause 4.4.15, the Developer shall procure prior to the first Occupation of the Affordable Rented Housing Units in each Development Phase that the Affordable Housing Provider submits to the Council a market appraisal establishing Market Rents for the one-bedroom and two-bedroom Affordable Rented Housing Units in that Development Phase and that the Affordable Housing Provider gives the Council no less than twenty-eight (28) days' notice in writing of the date of its intended submission of the market appraisal.

4.4.14 Subject to clause 4.4.15, no later than fifteen (15) Working Days following receipt of the Affordable Housing Provider's submission pursuant to clause 4.4.13 above, the Council (acting reasonably) shall confirm in writing whether it agrees with the Market Rents attributed by the Affordable Housing Provider to the one-bedroom and two-bedroom Affordable Rented Housing Units in that Development Phase from which (subject to clause 4.4.16) the rents under the tenancies for those Affordable Rented Housing Units shall be determined PROVIDED THAT if the Council does not respond to a submission pursuant to clause 4.4.13 within fifteen (15) Working Days of receipt of such, the Council shall be conclusively deemed to have agreed to the Market Rents attributed by the Affordable Housing Provider

4.4.15 Clauses 4.4.13 and 4.4.14 shall not apply to the extent that they would prejudice any requirement on the Affordable Housing Provider to comply with legislation, regulations and the GLA's funding and reporting requirements.

4.4.16 The Developer, the Affordable Housing Provider and/or the Council may refer any dispute concerning the determination of Market Rents to dispute resolution in accordance with clause 14 below.

4.5 Car-Free Development

4.5.1 Occupiers and residents of the Development, successors in title to the Owners or those holding rights in succession to those of the Owners or deriving through the Owners' title covenant will not be eligible to make an application to the Council for a Resident's Parking Permit.

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

4.5.3 Prior to the Occupation of each Dwelling its resident(s) shall be informed by the Developer or the Affordable Housing Provider (as appropriate) of the effect of this clause 4.5 and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any lease licence transfer lease or tenancy to any Occupier shall contain an obligation for the Occupier to comply with and raise no objection to the provisions of clauses 4.5.1 and 4.5.2 above in substantially the form set out below:

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the

transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit."

4.5.4 Any advertisement in relation to the marketing or sale of any Dwelling within the Development is to summarise the effect of clause 4.5.1.

4.5.5 The restrictions in clauses 4.5.1-4.5.4 (inclusive) shall not apply in respect of any Occupier or resident of the Development who is a Blue Badge Holder.

4.6 Car Club

4.6.1 To liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club and, if a Car Club is established, to provide a minimum of three (3) car parking bays for the Car Club in the Development.

4.6.2 To ensure that the first household in Occupation of each Dwelling is offered one free membership of the Car Club established under clause 4.6.1 for a period of one year from the Occupation Date of its Dwelling.

4.6.3 To pay into the Car Club a credit of FIFTY POUNDS (£50.00) in respect of each household who takes up the offer of a free membership of the Car Club under clause 4.6.2.

4.6.4 To ensure that the first commercial Occupier of each Commercial Unit is offered free membership of the Car Club for a minimum period of one year from the Occupation Date of their Commercial Unit PROVIDED THAT during this one year period the Developer shall only be obliged to offer one membership per Occupier

4.6.5 To provide evidence of compliance with the provisions of this clause 4.6 to the Council's Transportation Planning Team when asked to do so.

- 4.6.6 Prior to the Occupation Date of each Dwelling to ensure that the first household in Occupation of that Dwelling is informed in writing of the incentives detailed in clauses 4.6.2 and 4.6.3 above.
- 4.6.7 Prior to the Occupation Date of each Commercial Unit to ensure that the first Occupier of that Commercial Unit is informed in writing of the incentives detailed in clause 4.6.4.
- 4.7 **Residential Travel Plan**
- 4.7.1 No less than 6 (six) months prior to the Occupation Date to submit a Residential Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Residential Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Residential Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Residential Travel Plan ("**the Approved Residential Travel Plan**").
- 4.7.2 No less than 6 (six) months prior to the Occupation Date to appoint the Residential Travel Plan Co-Ordinator.
- 4.7.3 To work in collaboration with the Council to conduct annual reviews of the **Approved Residential Travel Plan** for a minimum of 5 (five) years following Occupation of the final Development Phase and following such reviews to make such amendments to the **Approved Residential Travel Plan** as may be reasonably required by the Council
- 4.7.4 To work in collaboration with the Council to update the **Approved Residential Travel Plan** as necessary prior to Occupation of each Development Phase.
- 4.7.5 Not to Occupy or cause or permit Occupation otherwise than in accordance with the **Approved Residential Travel Plan** (as may be amended from time to time in accordance with clauses 4.7.3 and 4.7.4 and subject to any other amendments agreed in writing with the Council)
- 4.7.6 To carry out and comply with the **Approved Residential Travel Plan** (as may be amended from time to time in accordance with clause 4.7.3 and 4.7.4 and subject to any other amendments agreed in writing with the Council).
- 4.8 **Commercial Travel Plan**

- 4.8.1 No less than 6 (six) months prior to the Occupation Date to submit a Commercial Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Commercial Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Commercial Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Commercial Travel Plan ("**the Approved Commercial Travel Plan**").
- 4.8.2 No less than 6 (six) months prior to the Occupation Date to appoint the Commercial Travel Plan Co-Ordinator.
- 4.8.3 To work in collaboration with the Council to conduct annual reviews of the Approved Commercial Travel Plan for a minimum of 5 (five) years following Occupation of the final Development Phase and following such reviews to make such amendments to the Approved Commercial Travel Plan as may be reasonably required by the Council.
- 4.8.4 To work in collaboration with the Council to update the Approved Commercial Travel Plan as necessary prior to Occupation of each Development Phase
- 4.8.5 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with clause 4.8.3 and 4.8.4 and subject to any other amendments agreed in writing with the Council).
- 4.8.6 To carry out and comply with the Approved Commercial Travel Plan (as may be amended from time to time in accordance with clause 4.8.3 and 4.8.4 and subject to any other amendments agreed in writing with the Council).
- 4.9 Parking Plan**
- 4.9.1 No less than 6 (six) months prior to the Occupation Date to submit a Parking Plan to the Council for approval and in the event of any refusal by the Council to approve the Parking Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Parking Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Parking Plan ("**the Approved Parking Plan**").

- 4.9.2 To work in collaboration with the Council to conduct annual reviews of the Approved Parking Plan for a minimum of 5 (five years) following Occupation of the final Development Phase and following such reviews to make such amendments to the Approved Parking Plan as may be reasonably required by the Council.
- 4.9.3 To work in collaboration with the Council to update the Approved Parking Plan as necessary prior to Occupation of each Development Phase.
- 4.9.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Parking Plan (as may be amended from time to time in accordance with clauses 4.9.2 and 4.9.3 and subject to any other amendments agreed in writing with the Council).
- 4.9.5 To carry out and comply with the Approved Parking Plan (as may be amended from time to time in accordance with clauses 4.9.2 and 4.9.3 and subject to any other amendments agreed in writing with the Council).
- 4.10 **Haringey Employment and Recruitment Partnership**
- 4.10.1 To commit a named individual to participate in the Haringey Employment and Recruitment Partnership by working in partnership with the Assigned Officer to meet the requirements of the Haringey Employment and Recruitment Partnership and no later than twenty eight (28) days prior to Implementation (excluding Implementation of Block C1), to submit (or procure that the named individual submit) to the Council an Employment and Skills Plan for the Development to include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating how, by using reasonable endeavours, the Developer will achieve the following requirements:
- (i) the procurement of not less than twenty percent (20%) of the peak onsite workforce employed during the Construction Phase of the Development to comprise Residents;
 - (ii) the provision of training including pre-employment training and training to obtain basic qualifications such as certification under the Construction Skills Certification Scheme to the twenty percent (20%) referred to in clause 4.10.1(i) above and full time apprenticeships to at least twenty five percent (25%) of the twenty percent (20%) referred to in clause 4.10.1(i) above;

- (iii) to use reasonable endeavours to ensure that at least twenty-five percent (25%) of full time apprenticeships during the Construction Phase of the Development comprise Residents;
- (iv) in the event that any of the targets in clauses 4.10.1(i)-(iii) (inclusive) above are impractical for reasons notified in writing to the Assigned Officer and despite reasonable endeavours by the Developer then the Developer and the Council shall seek to resolve this at the very earliest opportunity with a view to establishing an alternative target;
- (v) liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake;
- (vi) the provision of opportunities for unemployed and economically inactive Residents in work placements;
- (vii) provision of no fewer than FIVE (5) Career Education Workshops as agreed in writing with the Council; and
- (viii) the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with these requirements including monthly summaries of details of the above opportunities provided to Residents.

4.10.2 Not to Implement the Development other than Block C1 unless and until the Employment and Skills Plan has been approved by the Council ("Approved Employment and Skills Plan") and not to carry out the Development otherwise than in accordance with the Approved Employment and Skills Plan (subject to any amendments agreed in writing with the Council and subject to compliance with statutory requirements).

4.10.3 To work with the Council, the Haringey 6th Form College and the Haringey Employment and Recruitment Partnership to ensure that employment and training opportunities including jobs and apprenticeships arising from the Development on first Occupation will be available to Residents.

- 4.10.4 To designate a named contact to liaise with the Haringey Employment and Recruitment Partnership's lead contact to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development PROVIDED THAT the Developer shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment having the benefit of basic training.
- 4.10.5 To work with the Haringey Employment and Recruitment Partnership as the sole conduit for any recruitment assessment screening testing and application support arrangements.
- 4.10.6 To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractor to engage with the Haringey Employment and Recruitment Partnership and that these obligations shall be required by any appointed contractor of any sub-contractor who must likewise engage with the Assigned Officer SUBJECT ALWAYS to the proviso at clause 4.10.4 above
- 4.10.7 To inform any applicable lease holders and end users of the Haringey Employment and Recruitment Partnership to secure employment opportunities for Residents and to use reasonable endeavours to procure that occupying businesses promote employment opportunities relevant to the uses permitted by the Planning Permission.
- 4.11 Highways**
- 4.11.1 Not to Occupy or cause or permit Occupation until the Highways Agreement has been executed and completed.
- 4.11.2 The Developer shall promptly progress the negotiation, execution and completion of the Highways Agreement.
- 4.11.3 Unless otherwise agreed in writing with the Council, not to Occupy or cause or permit Occupation of more than 95% of Dwellings in each Development Phase until the Highway Works in that Development Phase have been completed in accordance with the terms of the Highways Agreement.
- 4.11.4 Not to complete the Substructure of the first building in each Development Phase until the relevant Highway Temporary Works Agreement has been executed and completed or the Council has confirmed in writing that a Highway Temporary Works Agreement is not needed for that Development Phase PROVIDED THAT this restriction shall not apply if the Council either does not confirm in writing whether a Highway Temporary Works

Agreement is needed or does not respond seeking further information from the Developer within 20 Working Days of a request from the Developer.

4.12 Viability Review

4.12.1 In relation to both the Detailed Development and the Outline Development, the Developer shall notify the Council in writing of Substantial Implementation and such notice shall be accompanied by evidence to enable the Council to assess whether Substantial Implementation has occurred and if so when Substantial Implementation occurred

4.12.2 Following notification of Substantial Implementation pursuant to clause 4.12.1 above, the Developer shall afford the Council access to the relevant part of the Property to inspect and assess whether the works which have been undertaken amount to Substantial Implementation of the Detailed Development or the Outline Development (as appropriate) PROVIDED THAT:

- (i) the Council shall provide reasonable written notice to the Developer of its intention to carry out such inspection;
- (ii) the Council and its agents shall comply fully with the Developer's site rules and regulations and health and safety legislation and shall be accompanied at all times by the Developer or its agent;
- (iii) the Council shall inspect the relevant part of the Property within 10 Working Days of service of the notification under clause 4.12.1 above and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether the Council considers that the works undertaken amount to Substantial Implementation; and
- (iv) if the Council fails to undertake the inspection within the prescribed period under clause 4.12.2(iii) above or fails to provide written notification of its conclusion within the prescribed period under clause 4.12.2(iii) above:
 - (a) if the notification in clause 4.12.1 relates to Substantial Implementation of the Detailed Development, Substantial Implementation shall be deemed to have occurred within 18 months from the date of the Planning Permission; and
 - (b) if the notification in clause 4.12.1 relates to Substantial Implementation of the Outline Development, Substantial Implementation shall be deemed to have occurred within three years of the first reserved matters approval under the Planning Permission.

- 4 12.3 Subject to clause 4 12.4, in the event that there has been no Substantial Implementation of the Detailed Development within 18 months from the date of the Planning Permission the Developer will not Occupy or cause or permit Occupation unless and until the Developer has submitted to the Council the Detailed Viability Review for approval and the Council has confirmed the approval of the Detailed Viability Review ("**the Approved Detailed Viability Review**").
- 4 12.4 If the Developer provides written evidence to the Council and the Council agrees in writing that Substantial Implementation of the Detailed Development has not occurred as a result of:
- (i) condition 16 of the Planning Permission (as set out in the draft at the Third Schedule or, if the condition numbers or wording have changed in the final Planning Permission, the equivalent condition) not being discharged in relation to the Detailed Development before the date of this Agreement;
 - (ii) unreasonable delay by the Council in determining an application for discharge of any condition in the Planning Permission or obligation in this Agreement;
 - (iii) unreasonable delay on the part of statutory consultees;
 - (iv) a Force Majeure Event;
 - (v) the commencement of Challenge Proceedings in respect of the grant of the Planning Permission; or
 - (vi) any or all of the above.
- then the period of 18 months in clause 4.12.3 shall be extended to include:
- (vii) in the case of condition 16 (as set out in the draft at the Third Schedule or, if the condition numbers or wording have changed in the final Planning Permission, the equivalent condition) not being discharged, a period equivalent to the period between the date of this Agreement and the discharge of that condition;
 - (viii) in the case of delay by the Council or a statutory consultee, the time which has elapsed as a direct and consequential result of such delay by the Council or statutory consultee;
 - (ix) in the case of a Force Majeure Event, the Force Majeure Period; and
 - (x) in the case of the commencement of Challenge Proceedings, the time which has elapsed between the commencement of Challenge Proceedings and the final disposal of the Challenge Proceedings leaving the Planning Permission intact
- up to a maximum of 36 months from the date of the Planning Permission.

- 4.12.5 In the event that the Outline Development has not been Substantially Implemented within three years of the first reserved matters approval under the Planning Permission the Developer will not Occupy or cause or permit Occupation of the Outline Development unless and until the Developer has submitted to the Council the Outline Viability Review for approval and the Council has confirmed the approval of the Outline Viability Review ("**the Approved Outline Viability Review**").
- 4.12.6 Without prejudice to clause 4.12.4, the Developer shall notify the Council as soon as reasonably practicable following the occurrence of one or more of the circumstances in clause 4.12.4.
- 4.12.7 Any dispute between the Parties as to whether Substantial Implementation has occurred and/or whether the period in clause 4.12.3 should be extended pursuant to clause 4.12.4 may be referred to dispute resolution pursuant to clause 14 below.
- 4.12.8 Each Viability Review shall include financial information independently verified taking into account the cost of providing Affordable Housing and any potential funding from Homes England and/or the GLA and any other relevant considerations including documentary evidence where appropriate of the Development's ability or inability to provide any Additional Affordable Housing.
- 4.12.9 The Developer agrees to bear all costs of providing each Viability Review as required by this Agreement and any financial and documentary evidence and agrees to provide the aforesaid accurately and to pay to the Council within 20 Working Days of demand the reasonable and proper costs of any independent consultant engaged by the Council to verify each Viability Review.
- 4.12.10 The Council shall review all documents provided pursuant to each Viability Review and provide any response or approval (including a copy of any report produced by an independent consultant engaged by the Council) in writing within 20 (twenty) Working Days to the Developer and such response may include a request for more detailed information documentary evidence or clarification if reasonable in all circumstances.
- 4.12.11 The Council promptly shall assess (or procure the assessment of) each Viability Review and in doing so shall assess whether Additional Affordable Housing is required to be delivered.

4.12.12 If the Approved Detailed Viability Review indicates that the provision of Additional Affordable Housing is viable:

- (i) the Developer within 10 (ten) Working Days of notification of the Approved Detailed Viability Review shall enter into discussions with the Council about the Detailed Additional Affordable Housing Scheme and/or the amount of the Uplift Contribution **SAVE THAT** an Uplift Contribution shall only be accepted instead of providing on-site Additional Affordable Housing Units in exceptional circumstances having regard to Council policy; and
- (ii) the Developer shall submit to the Council the Detailed Additional Affordable Housing Scheme and shall not Occupy or cause or permit Occupation unless and until the Council has approved the Detailed Additional Affordable Housing Scheme ("**the Approved Detailed Additional Affordable Housing Scheme**") and thereafter carry out the Development and provide the Additional Affordable Housing in accordance with the Approved Detailed Additional Affordable Housing Scheme

PROVIDED THAT the Affordable Housing Units, Additional Affordable Housing Units and Uplift Contribution to be provided pursuant to the Approved Detailed Viability Review shall together not exceed the equivalent of 40 per cent of the Dwellings (on a Habitable Room basis and assuming a tenure split of 60 per cent Affordable Rented Housing and 40 per cent Intermediate Housing).

4.12.13 If it is agreed with the Council as part of the Approved Detailed Viability Review that an Uplift Contribution shall be paid then the Developer covenants to pay to the Council the Uplift Contribution identified in the Approved Detailed Viability Review prior to Occupation and such payment shall be in accordance with clause 8.1 of this Agreement and not to Occupy or cause or permit Occupation unless and until the Council has received the Uplift Contribution pursuant to the Approved Detailed Viability Review.

4.12.14 If the Approved Outline Viability Review indicates that the provision of Additional Affordable Housing is viable:

- (i) the Developer within 10 (ten) Working Days of notification of the Approved Outline Viability Review shall enter into discussions with the Council about the Outline Additional Affordable Housing Scheme and/or the amount of the

Uplift Contribution SAVE THAT an Uplift Contribution shall only be accepted instead of providing on-site Additional Affordable Housing Units in exceptional circumstances having regard to Council policy in force at the date of this Agreement; and

- (ii) the Developer shall submit to the Council the Outline Additional Affordable Housing Scheme and shall not Occupy or cause or permit Occupation of the Outline Development unless and until the Council has approved the Outline Additional Affordable Housing Scheme ("**the Approved Outline Additional Affordable Housing Scheme**") and thereafter carry out the Outline Development and provide the Additional Affordable Housing in accordance with the Approved Outline Additional Affordable Housing Scheme

PROVIDED THAT the Affordable Housing Units in the Outline Development, the Additional Affordable Housing Units in the Outline Development and the Uplift Contribution to be provided pursuant to the Approved Outline Viability Review shall together not exceed the equivalent of 40 per cent of the Dwellings in the Outline Development (on a Habitable Room basis and assuming a tenure split of 60 per cent Affordable Rented Housing and 40 per cent Intermediate Housing subject to adjustment to take into account any Affordable Rented Housing provided pursuant to Detailed Development that is in excess of 48.3% of Affordable Housing Units in the Detailed Development and to take into account any Affordable Rented Housing provided pursuant to the Approved Detailed Additional Affordable Housing Scheme that is in excess of 60 per cent (by Habitable Room) of Affordable Housing Units in the Detailed Development).

- 4.12.15 If it is agreed with the Council as part of the Approved Outline Viability Review that an Uplift Contribution shall be paid then the Developer covenants to pay to the Council the Uplift Contribution identified in the Approved Outline Viability Review prior to Occupation of the Outline Development and such payment shall be in accordance with clause 8.1 of this Agreement and not to Occupy or cause or permit Occupation of the Outline Development unless and until the Council has received the Uplift Contribution pursuant to the Approved Outline Viability Review.
- 4.12.16 Any dispute between the Parties as to whether any Additional Affordable Housing Units are required (and/or how many) or whether any Uplift Contribution is payable (and/or how much) may be referred to dispute resolution pursuant to clause 14 below

- 4.12.17 **Clauses 4.4.3 to 4.4.12 (inclusive) shall apply mutatis mutandis to all Additional Affordable Housing.**
- 4.13 **District Energy Network**
To comply with the obligations on its part in the Second Schedule.
- 4.14 **Haringey Heartlands Residents and Business Liaison Group**
- 4.14.1 To use reasonable endeavours to run facilitate and organise at least 4 (four) meetings annually of the Haringey Heartlands Residents and Business Liaison Group during the construction of the Development.
- 4.15 **Public Realm**
- 4.15.1 Not to Occupy or permit Occupation of more than 95 per cent of the Dwellings in each Development Phase until the Public Realm within that Development Phase has been made available for public access.
- 4.15.2 To ensure that the Public Realm in each Development Phase is retained and remains available for public access for the life of the Development from the date on which the relevant Public Realm is first made available for public access.
- 4.15.3 Prior to the Occupation of more than 95% of Dwellings in the first Development Phase, to submit a Public Realm Maintenance Plan to the Council for approval and in the event of any refusal by the Council to approve the Public Realm Maintenance Plan to have regard to the Council's reasonable reasons for such refusal and to resubmit the Public Realm Maintenance Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation of more than 95% of Dwellings in the first Development Phase until the Council approves the Public Realm Maintenance Plan ("**the Approved Public Realm Maintenance Plan**").
- 4.15.4 To work in collaboration with the Council to update the Approved Public Realm Maintenance Plan (if necessary) upon the Occupation of each Development Phase.

- 4.15.5 Unless otherwise agreed in writing with the Council and subject to clause 4.15.4, to carry out and comply with the Approved Public Realm Maintenance Plan for the life of the Development.
- 4.15.6 The Developer is permitted to close any part of the Public Realm:
- (i) upon written agreement with the Council, to prevent or minimise anti-social behaviour in the Public Realm;
 - (ii) for public safety or emergency maintenance;
 - (iii) for necessary maintenance, cleansing or repair in accordance with the Approved Public Realm Maintenance Plan;
 - (iv) for one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law PROVIDED THAT that part of the Public Realm has not already been closed for one day or more in the previous 12 months pursuant to clauses 4.15.6(i), (ii), (iii) or (v); and
 - (v) for construction (including development or redevelopment of adjoining buildings and structures and for the placing or replacing of underground services) in the vicinity of that part of the Public Realm.
- 4.16 **Moselle River**
- 4.16.1 Subject to the following sub-clauses in this clause 4.16, to use reasonable endeavours work in partnership with the Council to remove the culvert over the Moselle River running through the Pocket Park.
- 4.16.2 No later than 12 months after the Implementation Date or the date on which a Water Quality Assessment indicates that the Moselle River achieves the required Water Quality Standards (whichever is the sooner) to submit a Moselle Feasibility Study to the Council for approval and in the event of any refusal by the Council to approve the Moselle Feasibility Study to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Moselle Feasibility Study as amended having regard to the Council's reasonable reasons for refusal and not to Implement or cause or permit Implementation of the Pocket Park until the Council approves the Moselle Feasibility Study ("**the Approved Moselle Feasibility Study**").
- 4.16.3 During January 2019, to carry out a Water Quality Assessment on the Moselle River where it abuts or joins the Property and thereafter carry out a Water Quality Assessment

annually up to and including 5 (five) years from the Completion Notice Date or until the culvert is removed pursuant to this Agreement (whichever is the sooner).

- 4.16.4 To fully and promptly inform the Council's Chief Planner of the results and outcomes of all Water Quality Assessments carried out in accordance with this Agreement.
- 4.16.5 If a Water Quality Assessment carried out under this Agreement indicates that the Moselle River achieves the required Water Quality Standards ("**the Positive Water Quality Assessment**") then the Developer shall submit an application for the Culvert Permission to the Council as soon as reasonably practicable and in any event no later than 12 months after the date of the Positive Water Quality Assessment.
- 4.16.6 If the Culvert Permission is granted (whether by the Council or the Secretary of State) and is Challenge Free:
- (i) to use reasonable endeavours to obtain all necessary statutory and other consents and licences to implement the Culvert Permission; and
 - (ii) not to implement the Culvert Permission until the consents and licences in clause 4.16.6(i) above have been obtained.
- 4.16.7 If an application for the Culvert Permission is refused by the Council following a recommendation by the Council's officers to refuse, to submit a revised application that takes into account the Council's reasons for refusal.
- 4.16.8 If an application for the Culvert Permission is refused by the Council against a recommendation by the Council's officers to grant the Culvert Permission, the Developer's obligations under this clause 4.16 cease.
- 4.16.9 If the Culvert Funding has not been received by the Developer within 24 months of the date of the Culvert Permission the Developer's obligations under this clause 4.16 cease.
- 4.16.10 Subject to clause 4.16.12, if a Culvert Permission is granted and is Challenge Free and the Developer has received the Culvert Funding, the Developer shall remove the culvert over the Moselle River in accordance with the Culvert Permission no later than two years after the later of:
- (i) the date on which the Culvert Permission is Challenge Free; and
 - (ii) the date on which the Developer receives the Culvert Funding
- 4.16.11 If a Culvert Permission is granted and is Challenge Free, the Council may elect to implement the Culvert Permission itself by providing written notice to the Developer.

- 4.16.12 Upon service of the written notice in clause 4.16.11, the Developer shall provide to the Council reasonable access to the Development in order for the Council to remove the culvert over the Moselle River in accordance with the Culvert Permission PROVIDED THAT:
- (i) the Developer's obligation under clause 4.16.10 shall cease;
 - (ii) the Council shall provide reasonable written notice to the Developer of the anticipated period for the works to remove the culvert;
 - (iii) the Council shall provide to the Developer a risk assessment and method statement in relation to the works to remove the culvert;
 - (iv) the Council and its agents shall comply fully with the Developer's site rules and regulations and health and safety legislation; and
 - (v) if the Council has not completed the works required to remove the culvert within two years of the service of the written notice in clause 4.16.11, the Developer's obligation to provide reasonable access under this clause 4.16.12 shall cease and the Developer may elect either to make good and remedy any damage to the Development or to complete the de-culverting works and in either case may recover its reasonable costs from the Council.

- 4.16.13 If following the date of the Positive Water Quality Assessment a subsequent Water Quality Assessment pursuant to clause 4.16.3 indicates that the Water Quality Standards are no longer achieved, then the Developer's obligations under clauses 4.16.5 to 4.16.12 (inclusive) shall cease unless and until a subsequent Water Quality Assessment shows that the Water Quality Standards are achieved in which case clauses 4.16.5 to 4.16.12 (inclusive) shall again have effect mutatis mutandis to reflect any Culvert Permission already granted or refused and/or any Culvert Funding already received.

4.17 **Supplemental Deed**

- 4.17.1 The Developer covenants with the Council to enter into the Supplemental Deed for the Council Land upon the date of Actual Completion and not to encumber the title to the Council Land with any charge prior to entering into the Supplemental Deed.

4.17.2 Not to:

- (i) Implement or permit Implementation of the Development on the Council Land;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof on the Council Land;
- (iii) use or cause or permit the use of the Development or any part thereof on the Council Land;

unless a Supplemental Deed for the Council Land has been completed.

- 4.17.3 The Developer covenants and agrees that with immediate effect on each First Owner's Land Completion Date the obligations covenants and undertakings contained within this Agreement given by the Developer shall bind the Developer's freehold interest in the First Owner's Land (or the relevant part thereof transferred under the 2016 Sale Agreement).
- 4.17.4 Subject to clause 4.17.7, not to dispose or sell the freehold of the First Owner's Land (or part thereof) to any Person unless and until that Person has entered into a Supplemental Deed to the satisfaction of the Council.
- 4.17.5 The Developer covenants and agrees that with immediate effect on each Second Owner's Land Completion Date the obligations covenants and undertakings contained within this Agreement given by the Developer shall bind the Developer's freehold interest in the Second Owner's Land (or the relevant part thereof transferred under the 2016 Sale Agreement).
- 4.17.6 Subject to clause 4.17.7, not to dispose or sell the freehold of the Second Owner's Land (or part thereof) to any Person unless and until that Person has entered into a Supplemental Deed to the satisfaction of the Council.
- 4.17.7 Clauses 4.17.4 and 4.17.6 shall not apply to any disposal of:
- (i) individual Dwellings to Occupiers;
 - (ii) Commercial Units to Occupiers; and
 - (iii) the Affordable Housing Units to one or more Affordable Housing Providers.
- 4.18 **Cultural Strategy**
- 4.18.1 Prior to the Implementation of the Outline Development to submit a revised Cultural Strategy to the Council for approval ("**the Revised Cultural Strategy**") and in the event of any refusal by the Council to approve the Revised Cultural Strategy to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Revised Cultural Strategy as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation of the Outline Development until the Council approves the Revised Cultural Strategy ("**the Approved Cultural Strategy**")

4.18.2 To use reasonable endeavours to implement all aspects and aims set in the Approved Cultural Strategy and to carry out the Development in accordance with the Approved Cultural Strategy.

4.19 Bus Facility

4.19.1 If and only if prior to the submission of the first reserved matters application under the Planning Permission for Blocks H2, H3 or D4 the Council notifies the Developer pursuant to clause 6.8.3 that the Bus Facility is required:

- (i) not to submit a reserved matters application under the Planning Permission for Blocks H2, H3 or D4 until it has notified the Council in writing of the block within which the Bus Facility is intended to be built (the "**Bus Facility Block**");
- (ii) unless otherwise agreed with the Council, not to Occupy the Bus Facility Block until planning permission or reserved matters approval pursuant to the Planning Permission for the Bus Facility has been obtained; and
- (iii) unless otherwise agreed with the Council, not to Occupy more than 95% of Dwellings in the Bus Facility Block until the Bus Facility has been built and made available for use by drivers of public buses.

5 First Owner and Second Owner and Third Owner Covenants

The First Owner and the Second Owner and the Third Owner hereby jointly and severally covenant and undertake for themselves and their respective successors in title with the Council as follows –

5.1 That their respective interests in the Property are bound by the terms of this Agreement.

5.2 Not to encumber the title of the First Owner's Land or the Second Owner's Land (as applicable) in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

5.3 Not to.

5.3.1 Implement the Development or permit Implementation of the Development on the First Owner's Land and the Second Owner's Land (as applicable);

5.3.2 Occupy or cause or permit the Occupation the Development on the First Owner's Land and the Second Owner's Land (as applicable) or any part thereof;

5.3.3 Use or permit use of the Development or any part thereof on the First Owner's Land and the Second Owner's Land (as applicable);

unless and until they have entered into a Supplemental Deed with the Council for the First Owner's Land and the Second Owner's Land (as applicable) SAVE THAT this clause shall not

restrict the First Owner or the Second Owner or Third Owner (or all or any of them) carrying out the development permitted under the Extant Planning Permission and SAVE THAT this clause shall not prevent the Developer from Implementing, carrying out, Occupying or using the Development in accordance with the Developer's covenants in this Agreement.

- 5.4 PROVIDED THAT the Council serves written notice on the First Owner stating that it believes that the Development has been Implemented or carried out on the First Owner's Land or Occupied without compliance with clauses 5.2 and 5.3 then the First Owner covenants and agrees to immediately cease any carrying out of the Development, construction works and Occupation on receipt of such notice and to expeditiously comply with any reasonable steps required by the Council to ensure compliance with this clause 5.
- 5.5 PROVIDED THAT the Council serves written notice on the Second Owner and the Third Owner that it believes that the Development has been Implemented or carried out on the Second Owner's Land or Occupied without compliance with clauses 5.2 and 5.3 then the Second Owner and the Third Owner covenant and agree to immediately cease any carrying out of the Development, construction works and Occupation on receipt of such notice and to expeditiously comply with any reasonable steps required by the Council to ensure compliance with this clause 5.
- 5.6 The First Owner covenants and agrees that with immediate effect on each First Owner's Land Completion Date the obligations covenants and undertakings contained within this Agreement given by the Developer shall bind the Developer's freehold interest in the First Owner's Land (or the relevant part thereof transferred under the 2016 Sale Agreement).
- 5.7 The Second Owner and the Third Owner covenant and agree that with immediate effect on each Second Owner's Land Completion Date the obligations covenants and undertakings contained within this Agreement given by the Developer shall bind the Developer's freehold interest in the Second Owner's Land (or the relevant part thereof transferred under the 2016 Sale Agreement).
- 5.8 PROVIDED THAT the Developer has not breached or failed to comply with clause 4.17 of this Agreement, then the Developer shall not be required to comply with clauses 5.2-5.5 (inclusive) if it acquires freehold interests in the First Owner's Land and/or Second Owner's Land pursuant to the 2016 Agreement.

6 Council's Covenants

6.1 Purpose of Contributions

The Council hereby covenants with the Developer to use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council may agree in writing.

6.2 The Council shall pay each instalment of the Bus Contribution to Transport for London promptly and in any case within 25 Working Days of receipt from the Developer.

6.3 Discharge of Obligations

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

6.4 Notice of Completion

No later than five Working Days after receiving a written request of the Developer following completion of the construction of the Development, the Council shall confirm the Completion Notice Date.

6.5 Mary Neuner Road Stopping Up

The Council shall:

6.5.1 ensure that the Stopping Up Application is promptly considered and progressed;

6.5.2 ensure that a notice of the proposed order pursuant to the Stopping Up Application is published pursuant to section 252(1) of the Act within 25 Working Days of the Council's receipt of the Stopping Up Application PROVIDED THAT the Council is reasonably satisfied that the Stopping Up Application contains accurate and all necessary information; and

6.5.3 use reasonable endeavours to ensure that the Stopping Up Application is decided within four months of its receipt by the Council SAVE THAT if the Council receives one or more objections in relation to the Stopping Up Application pursuant to section 252(4) of the Act this period shall not apply.

6.6 Highways Agreement

6.6.1 The Council shall promptly progress the negotiation, execution and completion of the Highways Agreement

6.7 District Energy Network

6.7.1 The Council shall comply with the obligations on its part in the Second Schedule.

6.8 Bus Facility

- 6.8.1 The Council shall use the Bus Feasibility Contribution to conduct a study of the feasibility of locating a bus terminating point or bus stand on Brook Road or Silsoe Road (or such other location within the vicinity of the Development).
- 6.8.2 The Council shall provide a draft copy of the study under clause 6.8.1 to the Developer prior to its completion and shall take into account the Developer's reasonable representations before finalising the study.
- 6.8.3 If the Council concludes under clause 6.8.1 above, having taken into account the Developer's reasonable representations under clause 6.8.2, that it is feasible to locate a bus terminating point or bus stand on Brook Road or Silsoe Road, it may notify the Developer in writing that the Bus Facility is required.

7 Notice to the Council/Other Matters

- 7.1 The Developer shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.
- 7.2 If the Developer fails to give written notice of the Implementation Date to the Council in accordance with clause 7.1, the Council may deem Implementation to have occurred on the earliest date on which Implementation is reasonably likely to have occurred.
- 7.3 Within 7 days following completion of a Development Phase the Developer shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Dwellings forming the Development Phase are ready for Occupation.
- 7.4 The Owners (as applicable) shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 7.5 Each Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein on its part and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement.

- 7.6 The Parties agree to act reasonably in the fulfilment of their respective obligations in this Agreement.
- 7.7 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.
- 7.8 Where any approval consent expression of satisfaction or similar is refused it shall be accompanied by detailed reasons justifying such refusal and if an approval, consent or expression of satisfaction is not received within 30 Working Days of a written request (or such other period as may be prescribed in this Agreement) then such approval, consent, expression of satisfaction or similar shall be deemed.

8 Payments VAT and Index linking

- 8.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Developer to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Developer shall send the completed Payment Form to the Planning Obligations Monitoring Officer.
- 8.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Developer shall pay the Council any value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer
- 8.3 Any financial contributions referred to in this Agreement as payable by the Developer under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.
- 8.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

9 Notices

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

10 Payment of Council's Costs

- 10.1 The Developer agrees to pay the Council its reasonable and proper legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.
- 10.2 The Developer agrees to pay the Council its monitoring costs in the following instalments:
 - 10.2.1 £25,000 shall be paid on Implementation; and
 - 10.2.2 £25,000 shall be paid on Implementation of the Outline Development.

11 Registration

- 11.1 This Agreement shall be registered by the Council as a Local Land Charge.
- 11.2 The Developer hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register to the freehold titles to the Property and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the titles to the Property and the Developer covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.
- 11.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Developer forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

12 Waiver

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

13 Third Party Rights

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any Person not a party to it (other than a successor in title or a successor in statutory function).

14 Dispute Resolution

14.1 Save as otherwise herein expressly provided and subject to clause 14.2, any dispute or differences arising between the Parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the Parties or failing agreement by a person nominated by the President for the time being of the Law Society and the decision of the said expert shall be final and binding on the Parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

14.2 Clause 14.1 shall not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement, which will be subject to the jurisdiction of the courts of England and Wales.

15 Change in Ownership

The Developer shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or occupier of a single Dwelling or Commercial Unit or mortgagee thereof and save for the transfer of the Council Land to the Developer under the 2017 Sale Agreement) occurring before all the obligations under this Agreement have been discharged, including the name and address of the Person to whom the Disposition was made and the nature and extent of the interests disposed of to them within twenty one (21) days of such Disposition

16 Confirmation of Interest

The Developer hereby warrants and confirms that apart from the Parties hereto there are no other Persons with a registered legal estate in the Property (excluding the Council Land and the leasehold interest registered under title number NGL380725).

17 Non-Compliance

In the event of any non-compliance with any of the provisions of this Agreement the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

18 Jurisdiction

This Agreement is governed by and interpreted in accordance with English law.

FIRST SCHEDULE
PLANS



PLANNING

Clarendon Gas Works - Wood Green

Illustrative Masterplan

Land Ownership

panter hutchings

438 PISW153

1:500

RF

panter hutchings

438 PISW153

1:500

panter hutchings

438 PISW153

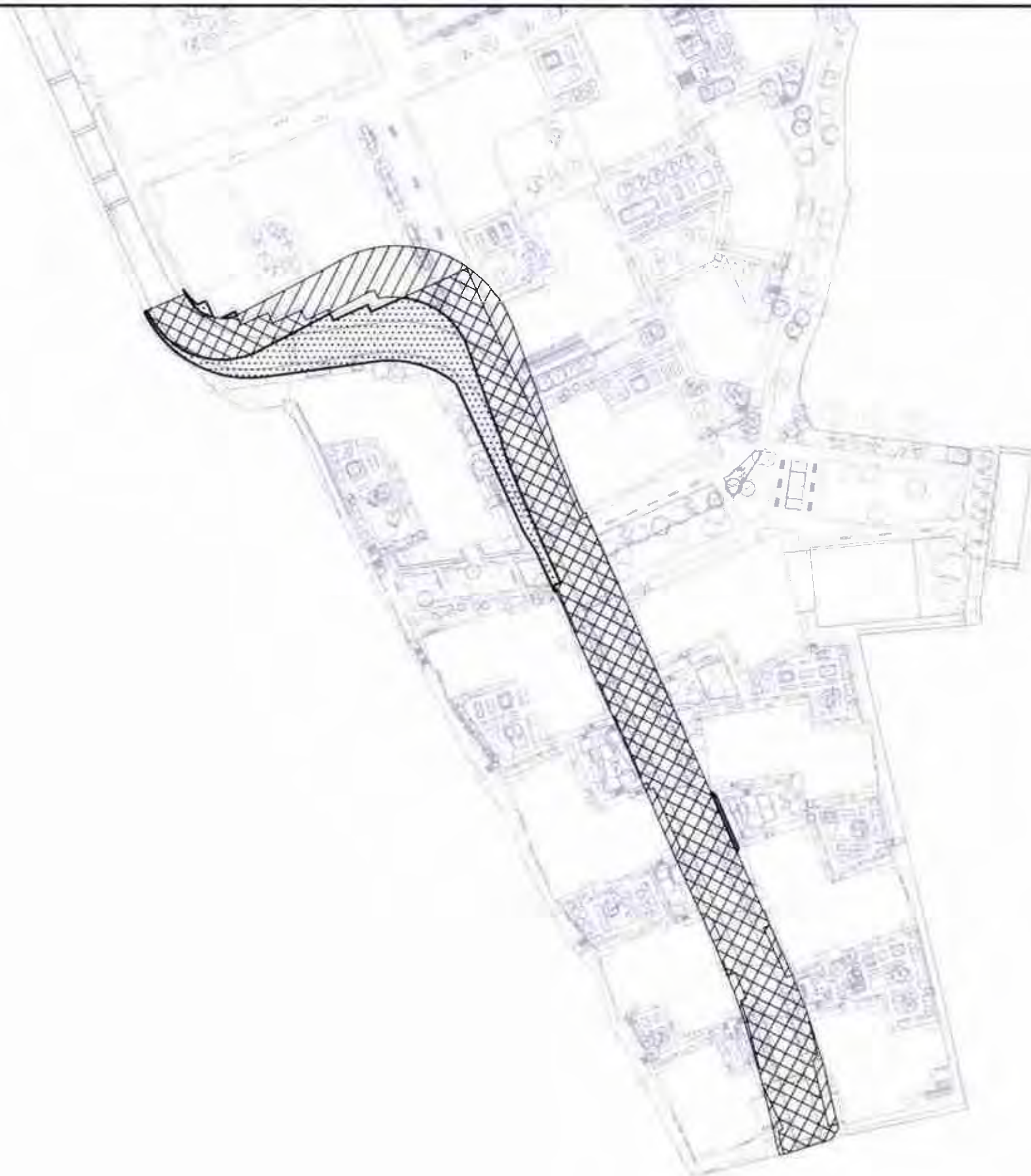
1:500

AUTHORISED OFFICER

Handwritten notes and signatures:

- Top left: *Q*
- Top right: *Th*
- Bottom left: *ABD*
- Bottom right: *CEB* and a large signature.





Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on Panther Hudspeth & LDA Layouts.
4. Areas of Stopping Up / New Highway subject to change as design progresses.

Key:

-  Public Highway to be Stopped Up
-  New Public Highway
-  Existing Public Highway to be Improved

AUTHORISED OFFICER

AE

ABO

Th

CLB

AK

A Updated to suit latest layout

TF

MdC

11.10.2017

REV	DETAILS	DRAWN	CHECKED	DATE

CLIENT

St William Homes LLP

PROJECT

Clarendon Gas Works

DRAWING TITLE:

Stopping Up
Mary Neuner Road
(Proposed Layout)

SCALES

1:1250 at A3

DRAWN	TF	CHECKED	MdC	DATE	30.08.2017



Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER	REVISION
130935B/SK/48.3	A

ESTIMATE ASSUMES THAT ROAD HAS BEEN CONSTRUCTED TO LBH SATISFACTION DURING DEVELOPMENT CONSTRUCTION

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NOTES:

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04

AUTHORISED OFFICER

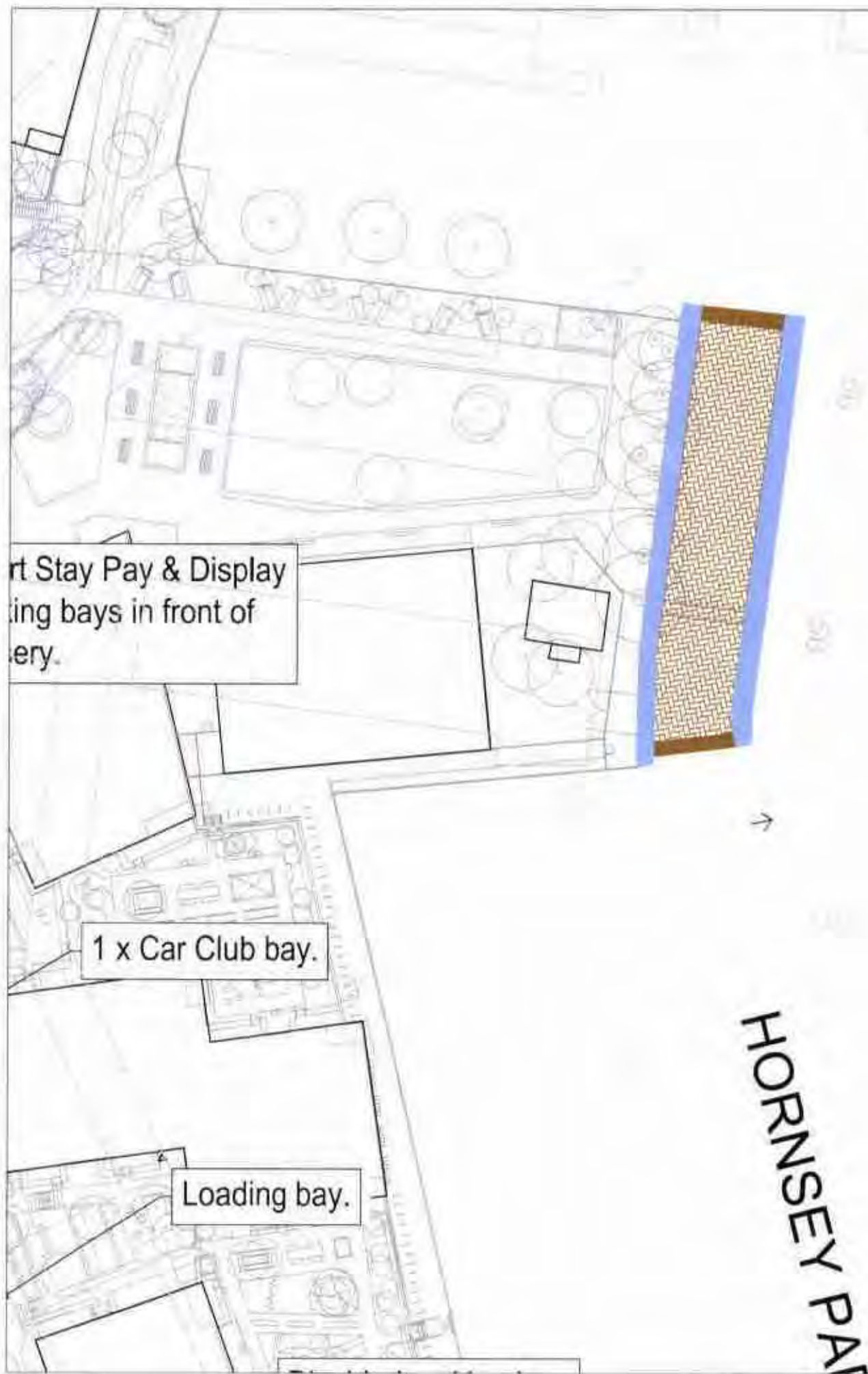
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22.

ADD to

Ch. Clb.

Rev	Description	GS	DD/MM
1	Revised position of Clarendon Road removed	GS	05/18
Project			
CLARENDON SQUARE HGY/2017/3117			
Phase			
PHASE 1			
Path			
Designed	Drawn	Checked	
GS	GS	DG	
Scale	Date Drawing Created		
1:1000 @A3	01/2018		
Proj. No.			Rev.
HGY/2017/3117 P1 001			A
PLACE & SUSTAINABILITY SINGLE FRONTLINE			
40 Pave, Haringey Council, 31 Roper Road, Haringey, London N4 1PB Tel: 020 8466 0000 Fax: 020 8466 1101 Council Place and Sustainability Unit			
			



Short Stay Pay & Display
loading bays in front of
every.

1 x Car Club bay.

Loading bay.

HORNSEY PARADE

MALVERN ROAD

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License number 100019199

NOTES:

1. All designs are indicative and subject to stakeholder and highway authority final agreement. final layout is likely to vary.

KEY:

-  New Modular Footway
-  Carriageway Asphalt
-  Carriageway Block Paving
-  Segregated Cycle Lane
-  Possible Tree location

AUTHORIZED OFFICER
OK
22/01/18
JZ

Rev		Description	GS	3/18
Project		CLARENDON SQUARE HGY/2017/3117		
Title		CLB PHASE 5		
Part				
Designed	GS	Drawn	GS	Checked
Scale	1:500@A3	Date Drawing Created	01/2018	
Doc No	HGY/2017/3117 P5 001			Page
A				
PLACE & SUSTAINABILITY SINGLE FRONTLINE				
				



PLANNING

Clarendon Gas Works - Wood Green		planter hutchings
Illustrative Masterplan		1st Floor - Natural House
Bus Facility Location Plan		1st Floor - Natural House
RF		1st Floor - Natural House
439	PSW154	1
		1:500

1. This plan shows the layout of the proposed development, including the location of the bus facility. It is intended to provide a visual representation of the proposed development and is not to be used for any other purpose.

2. The plan is based on the information provided by the client and is not to be used for any other purpose.

3. The plan is not to be used for any other purpose.

50462
OH
The main
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PLANNING

Clarendon Gaa Works - Wood Green		particulars	1:500
Illustrative Masterplan		1:500	1:500
Ground Floor		1:500	1:500
Pocket Park Location Plan		1:500	1:500
RF		1:500	1:500
439 P/SW152		1:500	1:500
1:500		1:500	1:500



PLANNING

Clarendon Gas Works - Wood Green
 Illustrative Masterplan
 Ground Floor
 Public Access Area

00
 439 PISW/150
 1:500

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SECOND SCHEDULE
DISTRICT ENERGY NETWORK

1. In this Second Schedule the following words and expressions have the following meanings:

"CIBSE Code of Practice" means "CP1: Heat Networks: Code of Practice for the UK" published by the Chartered Institute of Building Services Engineers in July 2015 as updated in June 2017.

"DEN1" means on-site heat generation plant to permanently serve the Development to be constructed by the Developer in accordance with the Planning Permission, the Energy Strategy and the Approved DEN1 Specification.

"DEN1 Centre" means a structure to be constructed by the Developer in accordance with the Planning Permission and the Energy Strategy for the Developer to operate DEN1 and/or, if necessary, the Temporary Energy Centre.

"DEN1 Specification" a technical specification to be agreed by the Developer and the Council detailing:

- (a) the proposed design and construction of DEN1 to achieve the CIBSE Code of Practice;
- (b) how DEN1 will meet the requirements of the Heat Trust Scheme;
- (c) the design and layout of all pipe work routes connecting DEN1 to the Site-wide Energy Network; and
- (d) any other information reasonably required by the Council such as information relating to air quality and emissions dispersal.

"DEN2" means heat generation plant which is intended to serve the Development and the Wood Green district energy network

"DEN2 Centre"	a 900 sq m structure to be constructed by the Developer to shell and core in accordance with the Planning Permission, the Energy Strategy and the DEN2 Centre Specification which shall be let to the Council in accordance with the DEN2 Centre Lease for the Council to operate and manage DEN2 in partnership with a reputable provider.
"DEN2 Centre Lease"	means a lease to be entered into by the Council and the Developer granting the Council a 100 year lease of the DEN2 Centre at a peppercorn rent for the operation of DEN2 by the Council to serve the Wood Green district energy network, such a lease to also grant the Council all access rights and easements on or under the Property reasonably necessary to build and operate DEN2 as part of the Wood Green district energy network, including but not limited to installing and maintaining apparatus below ground to enable DEN2 to be connected to the Development and to the boundary of the Property.
"DEN2 Centre Specification"	means the specification for the DEN2 Centre at the Eighth Schedule (or such other specification as may be agreed in writing between the Council and the Developer).
"DEN2 Connection Costs"	means the costs of connecting the Development to DEN2, such costs to be met by the Developer and to include (but not be limited to) the costs of: (a) laying and installing pipework and insulation from the DEN2 to the boundary of the Property; (b) installing any new plant required to enable connection of DEN2 into the Site-wide Energy Network (including but not limited to new pumps and heat exchangers); (c) providing vertical shaft within the building(s) above the DEN2 Centre to accommodate flues and space in, above and around the DEN2 Centre to accommodate ancillary equipment (if demonstrated to be required) such ancillary equipment to include but not be limited to heat rejection equipment; and (d) a connection charge which must be no more than £400 per

kW of the baseline heat requirement of the Development.

"DEN2 Connection Longstop Date" means the date two years after:

- (a) if no dispute is referred to dispute resolution under paragraph 4.12 of this Second Schedule, the date of the Council notifying the Developer pursuant to paragraph 4.8 of this Second Schedule that it is technically feasible and financially viable to connect the Development to DEN2; and
- (b) if a dispute is referred to dispute resolution under paragraph 4.12 of this Second Schedule, the date on which it is finally determined under paragraph 4.12 of this Second Schedule that it is technically feasible and financially viable to connect the Development to DEN2.

"DEN2 Connection Notice" means a notice provided by the Council to the Developer specifying that it proposes to implement the DEN2 and which must contain the details in paragraph 4.4 of this Second Schedule.

"DEN2 Connection Notice Longstop Date" means 18 months after the earlier of:

- (a) receipt of the Developer's written notice under paragraph 3.4.1 of this Second Schedule of the date on which the DEN2 Centre is anticipated to be completed; and
- (b) receipt of the Developer's written notice under paragraph 3.4.2 of this Second Schedule of the anticipated Occupation Date of the 616th Dwelling.

"DEN2 Heat Supply Agreement" means an agreement between the Council and the Developer for the connection of the Development to DEN2 and the supply of heat by way of DEN2 to Occupiers of the Development which shall be agreed between the Council and the Developer and which shall include the agreed form(s) of direct customer supply agreement that shall contain the Council's (or its appointed ESCO's) sole and exclusive rights, remedies and obligations in respect of the heat supply arrangements to Occupiers of the Development.

"DEN2 Study" means a study to assess the technical feasibility and financial viability of connecting the Development to DEN2 on the basis that

all of the following tests would be met:

- (a) the cost of heat to Occupiers would be equivalent or lower than the cost of heat to Occupiers if such heat were supplied using DEN1 operating under the Heat Trust Scheme;
- (b) the DEN2 Connection Costs and any costs incurred by the Developer in fitting out and commissioning any temporary plant to serve more than 616 Dwellings would be equal to or lower than the costs of fitting out and commissioning DEN1;
- (c) DEN2 would be capable of supplying sufficient heat to the Development to meet the designed heat loads of the Development in full;
- (d) the terms of the proposed DEN2 Heat Supply Agreement are fair and reasonable (including but not limited to the Operational KPIs for DEN2, benchmarks for those Operational KPIs, supply terms, termination provisions, limitations on liability and guarantee of supply); and
- (e) comparable carbon factors

"Energy Strategy"

the energy statement prepared by Hodkinson dated October 2017 (or any energy strategy document subsequently submitted by the Developer and approved by the Council in writing).

"Heat Trust Scheme"

the scheme managed by Heat Customer Protection Limited to set out a common standard in the quality and level of customer service that heat suppliers should provide their customers.

"Operational KPIs"

means the key performance indicators in relation to the Temporary Energy Centre (to the extent relevant where there is no ESCO and prior to joining the Heat Trust Scheme the Developer is supplying heat as landlord pursuant to any leases with Occupiers) and/or DEN2, such key performance indicators to include (without

limitation):

- (a) Customer satisfaction on supply of heat and energy, billing and customer services
- (b) Continued benchmarking of gas supply cost against a basket of gas suppliers
- (c) Continuity of heat & energy supply
- (d) Standard of heat/energy supply
- (e) Network resilience should the Temporary Energy Centre or DEN2 (as appropriate) experience temporary failures
- (f) Management of planned and unplanned outages of heat or energy
- (g) Operational defect close out
- (h) Provision of maintenance records
- (i) Response times
- (j) Reports or Improvement Notices from a regulator (if any)
- (k) Reporting against Operational KPIs
- (l) Status of Capital Replacement Fund
- (m) ESCO's financial record
- (n) Agreed length of supply agreement

"Site-wide Energy Network"

means a site-wide energy network within the Property to serve the Development to be constructed by the Developer in accordance with the Planning Permission, the Energy Strategy and the CIBSE Code of Practice.

"Temporary Energy Centre"

means heat generation plant located in the DEN1 Centre and/or the Detailed Development to provide heat to the Development and to be constructed by the Developer in accordance with the Planning Permission and the Energy Strategy prior to the commissioning of DEN1 or DEN2 and to be operated pursuant to paragraph 2.2 of this Second Schedule.

2. General

- 2.1 Prior to the Occupation of more than 95% of the Dwellings in the Outline Development, the Developer shall deliver and operate or shall procure the delivery and operation of the Site-wide Energy Network in accordance with the Planning Permission, the Energy Strategy and the CIBSE Code of Practice and shall not Occupy or permit Occupation or use of more than 95% of the Dwellings in the Outline Development until the Site-wide Energy Network has been delivered and is being operated in accordance with this clause.
- 2.2 Prior to the Occupation Date the Developer shall build and operate or shall procure the building and operation of the Temporary Energy Centre in accordance with the Planning Permission and the Energy Strategy and shall not Occupy or permit Occupation until the Temporary Energy Centre has been delivered and is being operated in accordance with this clause.
- 2.3 The Developer shall ensure that all parts of the Development are connected for the life of the Development to the Temporary Energy Centre, DEN1 or DEN2 (as applicable) and shall not Occupy or permit Occupation of any part of the Development unless that part of the Development is connected to the Temporary Energy Centre, the DEN1 or the DEN2.
- 2.4 The Developer may construct the DEN1 Centre.
- 2.5 The Developer shall procure that any contract entered into with an ESCO or any other operator contracted to operate the Temporary Energy Centre shall include the option for the Developer to break the contract within 12 months of written notification of such and shall otherwise not prohibit or restrict the delivery and the connection of the Development to the DEN2 Centre.
- 2.6 Unless otherwise agreed in writing with the Council, the Developer (or its appointed ESCO) shall join the Heat Trust Scheme in respect of the heat supply from the Temporary Energy Centre prior to the Occupation of the 616th Dwelling PROVIDED THAT the Temporary Energy Centre has not been decommissioned.
3. **DEN2 Centre**
- 3.1 Prior to the Implementation of the Outline Development, the Developer shall confirm to the Council in writing the intended location of the DEN2 Centre and associated plant and equipment.
- 3.2 Prior to the Occupation of more than 95% of the Dwellings in the building(s) above the DEN2 Centre, the Developer shall construct and complete the construction of the DEN2 Centre in accordance with the Planning Permission, the Energy Strategy and the DEN2 Centre Specification.
- 3.3 No later than first Occupation of the Outline Development:

- 3.3.1 the Developer shall enter into negotiations with the Council in respect of the DEN2 Centre Lease; and
 - 3.3.2 the Council shall enter into and proactively progress negotiations with the Developer in respect of the DEN2 Centre Lease.
- 3.4 The Developer shall provide not less than 18 months' prior written notice to the Council of each of the following:
 - 3.4.1 the date on which it anticipates that the DEN2 Centre will be completed; and
 - 3.4.2 the date on which it anticipates that the 616th Dwelling will be first Occupied.
- 3.5 Within 3 (three) months of the completion of the DEN2 Centre, the Developer shall offer to grant the DEN2 Centre Lease to the Council and shall use reasonable endeavours to agree the DEN2 Centre Lease with the Council.
- 3.6 The Council shall use reasonable endeavours to accept the Developer's offer to grant the DEN2 Centre Lease and to complete the DEN2 Centre Lease.
- 4. **DEN2 delivery and connection to the Development**
- 4.1 The Developer shall co-operate and work with the Council and allow the Council reasonable access to the DEN2 Centre in order to deliver the DEN2.
- 4.2 Prior to service of the DEN2 Connection Notice under paragraph 4.4 of this Second Schedule, the Council shall:
 - 4.2.1 consult the Developer on the terms of the DEN2 Connection Notice and the terms of the DEN2 Heat Supply Agreement;
 - 4.2.2 meet the Developer once every quarter from the date of this Agreement to discuss the terms of the DEN2 Connection Notice and the DEN2 Heat Supply Agreement; and
 - 4.2.3 take into account the reasonable representations of the Developer when producing and serving the DEN2 Connection Notice and drafting the DEN2 Heat Supply Agreement under paragraph 4.4 of this Second Schedule and setting up an ESCO partner for DEN2.
- 4.3 The Developer shall provide such information about the Operational KPIs (and the performance against such Operational KPIs) (to the extent relevant where there is no ESCO and the Developer is supplying heat as landlord pursuant to any leases with Occupiers) of the Temporary Energy Centre and the potential Operational KPIs of DEN1 as the Council may reasonably request

PROVIDED THAT the Council shall not make more than one request per quarter and FURTHER PROVIDED THAT the Developer's obligation under this paragraph 4.4 shall cease upon service of the DEN2 Connection Notice.

4.4 No later than the DEN2 Connection Notice Longstop Date, the Council may serve the DEN2 Connection Notice on the Developer which shall include the following details:

4.4.1 anticipated programme for the delivery, fitting out and commissioning of DEN2;

4.4.2 a draft DEN2 Heat Supply Agreement which must include (without limitation) tariff arrangements and other costs, DEN2 operational practices, the DEN2 Connection Costs, other costs to the Developer and/or Occupiers as a result of connecting the Development to DEN2, standards of service, length of supply agreement, availability for the heat supply, any conditions attached to or obligations upon the Developer in relation to the supply of heat (which will not include a minimum capacity or minimum offtake capacity), the Operational KPIs for DEN2 and benchmarks against which the Operational KPIs will be measured, termination provisions and the carbon factor of the heat to be supplied, such commercial terms to meet the following requirements:

- (a) benchmarking of the base gas supply against the alternative energy providers on the market;
- (b) cost per therm benchmarked against the alternative energy providers on the market;
- (c) any ESCO partner of the Council for DEN2 shall have a customer performance record, operational record, financial record and financial and technical resources necessary to meet its obligations under the proposed DEN2 Heat Supply Agreement;
- (d) any ESCO partner of the Council for DEN2 must operate DEN2 in accordance with the CIBSE Code of Practice;
- (e) any ESCO partner of the Council for DEN2 must join the Heat Trust Scheme; and
- (f) a guaranteed supply of heat to all Dwellings at all times,

4.4.3 carbon factor of heat;

4.4.4 confirmation that DEN2 has capacity to meet the designed heat loads of the Development in full;

4.4.5 the maximum heat capacity of DEN2;

- 4.4.6 proposed technical details for the physical connection of the Development to DEN2;
 - 4.4.7 proposed benchmarks against which to measure the DEN2 Operational KPIs; and
 - 4.4.8 a comparison of the operational benefits of retaining any existing ESCO partner of the Development for the Temporary Energy Centre or DEN1 against the appointment of a new ESCO partner for DEN2.
- 4.5 The Developer may request in writing from the Council any details required under paragraph 4.4 of this Second Schedule which are missing from the DEN2 Connection Notice or any other information reasonably required.
- 4.6 The Council shall respond to a request under paragraph 4.5 of this Second Schedule as soon as reasonably practicable and in any event no later than 10 Working Days following its receipt of the request.
- 4.7 If the Council serves the DEN2 Connection Notice on the Developer no later than the DEN2 Connection Notice Longstop Date, the Developer shall no later than 6 months after the date of service of the DEN2 Connection Notice submit the DEN2 Study and a statement confirming whether or not it is technically feasible and financially viable to connect the Development to DEN2 by reference to the DEN2 Study PROVIDED THAT:
- 4.7.1 if a request for missing details is made pursuant to paragraph 4.5 of this Second Schedule then the 6-month period for such submission shall be extended by 10 Working Days for each request PROVIDED THAT the maximum period for such submission shall not exceed 12 months from the date of service of the DEN2 Connection Notice; and
 - 4.7.2 if the Council does not serve the DEN2 Connection Notice before the DEN2 Connection Notice Longstop Date, the Developer's obligations under this paragraph 4.7 and paragraphs 4.8 to 4.13 (inclusive) of this Second Schedule shall cease.
- 4.8 The Council shall assess the submitted DEN2 Study and notify the Developer in writing whether it agrees with the Developer's statement as to whether or not it is technically feasible and financially viable to connect the Development to DEN2, using reasonable endeavours to provide such notice no later than 30 Working Days following receipt of the Developer's submission under paragraph 4.7 of this Second Schedule and such notice to be accompanied by detailed reasons if the Council disagrees with the Developer's statement.
- 4.9 Following the Developer's submission under paragraph 4.7 of this Second Schedule, the Council may request in writing from the Developer any further information reasonably required to

determine whether it agrees with the Developer's statement as to whether or not it is technically feasible and financially viable to connect the Development to DEN2.

4.10 The Developer shall respond to a request under paragraph 4.9 of this Second Schedule as soon as reasonably practicable and in any event no later than 10 Working Days following its receipt of the request.

4.11 The Developer and the Council shall use reasonable endeavours to agree the terms of the draft DEN2 Heat Supply Agreement and the Council and the Developer may agree amendments to the draft DEN2 Heat Supply Agreement.

4.12 Any dispute as to whether it is technically feasible and financially viable to connect the Development to DEN2 and to the contents of the DEN2 Study may be referred to dispute resolution pursuant to clause 14.

4.13 If the Council notifies the Developer under paragraph 4.8 of this Second Schedule (unless a referral to dispute resolution is made under paragraph 4.12 of this Second Schedule) or it is determined under paragraph 4.12 of this Second Schedule that it is technically feasible and financially viable to connect the Development to DEN2:

4.13.1 the Council shall:

- (a) use reasonable endeavours to fit out and commission DEN2 in accordance with the DEN2 Study as soon as reasonably practicable; and
- (b) notify the Developer in writing of the commissioning of DEN2 no later than 10 Working Days after such commissioning; and

4.13.2 if and only if the Council has notified the Developer of the commissioning of DEN2 under paragraph 4.13.1(b) above before the DEN2 Connection Longstop Date, the Developer shall:

- (a) commence and undertake all steps required for the connection of the Development to DEN2 in accordance with the DEN2 Study;
- (b) connect the Development to DEN2; and
- (c) commence and undertake all steps required to decommission the Temporary Energy Centre;

and shall use reasonable endeavours to do so no later than six month after receipt of such notice.

5. DEN2 Operational KPIs

- 5.1 The Council shall ensure that the DEN2 Heat Supply Agreement contains the Operational KPIs and provisions allowing termination of the connection between DEN2 and the Development where the Operational KPIs are not met and rectifying measures are not taken, such Operational KPIs and termination provisions to be in substantially the same form as in the draft DEN2 Heat Supply Agreement contained in the DEN2 Connection Notice subject to any amendments made under paragraph 4.11 of this Second Schedule
- 5.2 If DEN2 is commissioned and is connected to the Development, the Council shall use reasonable endeavours to procure that the Operational KPIs in the DEN2 Heat Supply Agreement are met.
- 5.3 The Developer may terminate the connection between the Development and DEN2 in accordance with the terms of the DEN2 Heat Supply Agreement
- 6 **DEN1**
- 6.1 The Developer shall not fit out and commission DEN1 until the Council approves the DEN1 Specification ("**the Approved DEN1 Specification**").
- 6.2 The Developer shall submit a DEN1 Specification to the Council for approval only in the following circumstances:
- 6.2.1 if the Council has not served a DEN2 Connection Notice before the DEN2 Connection Notice Longstop Date, in which case the Developer shall submit a DEN1 Specification within 12 months of the DEN2 Connection Notice Longstop Date;
- 6.2.2 if the Council has served a DEN2 Connection Notice before the DEN2 Connection Notice Longstop Date but either (i) the Council has not notified the Developer of the commissioning of DEN2 under paragraph 4.13 1(b) of this Second Schedule or (ii) the Council and the Developer have failed to agree the terms of the draft DEN2 Heat Supply Agreement in both cases before the DEN2 Connection Longstop Date, in which case the Developer shall submit a DEN1 Specification within 12 months of the DEN2 Connection Longstop Date,
- 6.2.3 if the connection between the DEN2 and the Development is terminated or expires in accordance with the DEN2 Heat Supply Agreement; or
- 6.2.4 in any event, at any other time agreed in writing between the Developer and the Council

- 6.3 The Council shall approve or refuse to approve (as the case may be) (acting reasonably) the DEN1 Specification no later than 20 Working Days of each submission of the DEN1 Specification (including any subsequent submissions under paragraph 6.4 of this Second Schedule).
- 6.4 If the Council refuses to approve the DEN1 Specification, the Council shall provide its reasons in detail and the Developer shall have regard to the Council's reasons for such refusal and shall resubmit the DEN1 Specification as amended having regard to the Council's reasons for refusal
- 6.5 If the Developer elects to build DEN1, it shall:
- 6.5.1 fit out and commission the construction of DEN1 in accordance with the Planning Permission, the Energy Strategy and the Approved DEN1 Specification;
 - 6.5.2 confirm that the DEN1 has been fitted out and commissioned in accordance with the CIBSE Code of Practice; and
 - 6.5.3 join the Heat Trust Scheme unless otherwise agreed in writing with the Council before the later of.
 - (a) the commissioning of DEN1; and
 - (b) the Occupation Date of the 616th Dwelling.

THIRD SCHEDULE
DRAFT PLANNING PERMISSION

Mr Ben Ford
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

On behalf of
St William Homes LLP
C/O Agent

Planning Application Reference No. HGY/2017/3117

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

NOTICE OF PLANNING PERMISSION

Location: Land at Haringey Heartlands, between Homsey Park Road, Mayes Road, Coburg Road, Western Road and the Kings Cross / East Coast Mainline, Clarendon Gas Works, Olympia Trading Estate, and 57-89 Western Road N8 & N22

Proposal: Hybrid planning permission (part Outline, part Detailed) for the demolition of Olympia Trading Estate and Western Road buildings and structures, and a phased, residential led mixed use development comprising the construction of buildings across the site to include the following 163,300sqm GEA Use Class C3 Residential; 7,500sqm GEA Class B1 Business; 1,500sqm to 3,950sqm GEA Class A1-A4; 417sqm GEA Class D1 Day Nursery; and up to 2,500sqm GEA Class D2 Leisure; New Basement Level; two Energy Centres; Vehicular Access; Parking; Realignment of Mary Neuner Road; Open space; Associated Infrastructure and Interim Works; Site Preparation Works.

- Outline Permission is sought for 103,150sqm Class C3 Residential; 7,168sqm to 7,500sqm Class B1 Business Use; 1,500sqm to 3,950sqm Class A1-A4; and up to 2,500sqm Class D2 Leisure Use; Buildings up to 103.90m AOD; associated cycle and car parking provision; new basement level; energy centre; new public square, public realm works and landscaping; vehicular access and new servicing arrangements; associated highway works; and facilitating works. Appearance, Landscaping, Layout, Scale and Access are Reserved Matters. Vehicular access into the Basement Car Park from Mary Neuner Road and Western Road are submitted in detail.

- Detailed Permission is sought for the construction of Building A1-A4, B1-B4 and C1; ranging from 2 to 15 storeys to accommodate 622 residential units; 332sqm Class B1 Business Use/Class A1-A5 Use; 417sqm Day Nursery; associated cycle and car parking provision; two basements; energy centre; public realm works and landscaping; vehicular access and new servicing arrangements; associated highway works; realignment of Mary Neuner Road.

This application is accompanied by an Environmental Impact Assessment.

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 06/11/2017 and drawing numbers and supporting documents as highlighted in Condition 5 of this decision notice

SEE SCHEDULE OF CONDITIONS ATTACHED

Dean Hermitage
Head of Development Management and Planning Enforcement
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/2017/3117

Conditions – Summary

- A – Conditions relating to the detailed element only
- B – Conditions relating to the outline element only
- C – Common conditions (phase-related where necessary)

A – Conditions relating to the detailed element only

1. COMPLIANCE (Detailed) – Commencement

B – Conditions relating to the outline element only

2. Reserved Matter Approval (Scale, Appearance, Layout, Access, Landscaping)
3. COMPLIANCE (Outline) - Time limits for Reserved Matters
4. COMPLIANCE (Outline) - Reserved Matters Specification (List of documentation to accompany Reserved Matters Applications)

C – Site-wide conditions (phase-related)

5. COMPLIANCE - Development in Accordance with Approved Drawings and Documents
6. COMPLIANCE - Quantum of Development
7. COMPLIANCE – CIL Phasing
8. COMPLIANCE – Land Use (Business and Commercial Space)
9. COMPLIANCE – Land Use (Retail)
10. COMPLIANCE – Noise (Fixed Plant)
11. COMPLIANCE – Noise (Internal Standards)
12. COMPLIANCE – Residential Mix
13. COMPLIANCE - Development in Conformity with Energy Statement
14. COMPLIANCE – Hybrid Application Area
15. COMPLIANCE – Architect Retention
16. COMPLIANCE – Land Contamination
17. COMPLIANCE – Landscaping – Replacement of Trees and Plants (LBH Development Management)
18. COMPLIANCE – Accessibility
19. COMPLIANCE – Compliance with London Housing Design Standards
20. COMPLIANCE - Individual Satellite dishes or television antennas precluded
21. COMPLIANCE - Commercial Premises – Access
22. COMPLIANCE - Hours of Operation – A3 & A4 Uses
23. COMPLIANCE – Electric Vehicle Charging Points
24. COMPLIANCE - Environment Agency – Planting
25. COMPLIANCE - Network Rail – Demolition
26. COMPLIANCE - Network Rail – Construction
27. COMPLIANCE – Archaeology Watching Brief
28. PRE COMMENCEMENT – Updated Air Quality Assessment
29. PRE COMMENCEMENT - Phasing strategy & details
30. PRE COMMENCEMENT – Meanwhile and Interim Uses
31. PRE COMMENCEMENT - Confirmation of Site Levels
32. PRE COMMENCEMENT – Drainage Strategy (Thames Water)
33. PRE-COMMENCEMENT – Water supply (Thames Water)
34. PRE-COMMENCEMENT - Construction Environmental Management Plan
35. PRE-COMMENCEMENT – Electricity Sub Station
36. PRE COMMENCEMENT - Waste Management Scheme
37. PRE COMMENCEMENT - Updated Construction Logistics Plan
38. PRE COMMENCEMENT - Piling method statement

Planning Service

6th Floor, River Park House,
225 High Road, Wood Green,
London, N22 8HQ
T 020 8489 5504

www.haringey.gov.uk

39. PRE-COMMENCEMENT - Landscaping – Arboricultural Method Statement
40. PRE COMMENCEMENT – Details of Flues
41. PRIOR TO ABOVE GROUND WORKS - Affordable Housing Strategy
42. PRIOR TO ABOVE GROUND WORKS – Fibre Broadband strategy
43. PRIOR TO ABOVE GROUND WORKS - Biodiversity Enhancement Plan
44. PRIOR TO ABOVE GROUND WORKS - Sustainable Urban Drainage
45. PRIOR TO ABOVE GROUND WORKS - Sustainability Standards – Non-residential
46. PRIOR TO ABOVE GROUND WORKS - Green and Brown Roof
47. PRIOR TO ABOVE GROUND WORKS - Secured by Design
48. PRIOR TO ABOVE GROUND WORKS - External Solar Shading and Passive Ventilation Study (Residential only)
49. PRIOR TO SUBMISSION OF RESERVED MATTERS – Updated Energy Strategy
50. PRIOR TO INSTALLATION - Ultra Low NOx Boilers - Product Specification and Dry NOx Emissions Details (LBH Environmental Services and Community Safety)
51. PRIOR TO OCCUPATION – Commercial and Workspace Strategy
52. PRIOR TO SUPERSTRUCTURE WORKS - Cycle Parking Details
53. PRIOR TO SUPERSTRUCTURE WORKS - Sample Materials
54. PRIOR TO SUPERSTRUCTURE WORKS – CCTV and Security Lighting
55. PRIOR TO SUPERSTRUCTURE WORKS - Shopfronts
56. PRIOR TO SUPERSTRUCTURE WORKS - Environment Agency – Landscape Management Plan
57. PRIOR TO OCCUPATION – Soft landscaping and play space
58. PRIOR TO OCCUPATION - Estate Management & Maintenance Plan
59. PRIOR TO OCCUPATION – Lighting strategy
60. PRIOR TO OCCUPATION - Details of Central Dish/Receiving System
61. PRIOR TO OCCUPATION – Delivery and Servicing Strategy

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

A – Conditions relating to the detailed element only

1.	COMPLIANCE – Commencement (detailed) The detailed element of the development hereby authorised must be begun not later than the expiration of 3 years from the date of this permission, failing which the permission shall be of no effect. Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.
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B – Conditions relating to the outline element only

2.	Reserved Matter Approval (Scale, Appearance, Layout, Access, Landscaping) This permission is granted in OUTLINE, in accordance with the provisions of Article 5 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 and before any development is commenced, except for Site Preparation Works, the approval of the Local Planning Authority shall be obtained to the following reserved matters: (a) appearance; (b) landscaping; (c) layout; and (d) scale (e) access Full particulars of these reserved matters, including plans, sections and elevations and all to an appropriate scale, and any other supporting documents shall be submitted to the Local Planning Authority for the purpose of obtaining their approval, in writing, for each phase of development. The development of each phase shall be carried out in complete accordance with those particulars. For the avoidance of doubt, the illustrative drawings submitted in support of the application including those set out within the approved Design and Access Statements are not approved. Reason: In order to comply with the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended) which requires the submission to and approval by, the Local Planning Authority of reserved matters.
3.	COMPLIANCE - Time limits for Reserved Matters (Outline) The first application for the approval of Reserved Matters within the OUTLINE permission hereby approved, as depicted on the approved plans shall be made to the Local Planning Authority no later than the expiration of five years from the date of this permission with all applications for the approval of the remaining Reserved Matters made no later than the expiration of ten years from the date of this permission, and the development hereby authorised must be begun not later than whichever is the later of the following dates, failing which the permission shall be of no effect: a) The expiration of five years from the date of this permission OR b) The expiration of three years from the final date of approval of any of the reserved matters. Reason: This condition is imposed by virtue of Section 92 of the Town & Country Planning Act 1990 and to prevent the accumulation of unimplemented planning permissions.

4. COMPLIANCE - Reserved Matters Specification (List of documentation to accompany Reserved Matters Applications)

Each application for the approval of Reserved Matters submitted pursuant to condition 2 shall contain such information set out below as is relevant to the application and shall be consistent with the information approved for the relevant phase pursuant to Condition 29 (Phasing Strategy).

- A statement (including accompanying design material) to demonstrate compliance with the parameter plans, Development Specification and mandatory requirements in the approved Design Code (January 2018). The statement will also clearly set out how the application fits with a wider strategy for the submission for all reserved matters in securing a coordinated and coherent approach to phased development.
- A report demonstrating how the measures identified in the approved Culture Strategy (October 2017) have been incorporated into the detailed design, including how the cultural and industrial history of the area has been interpreted in the proposals;
- A report must be submitted that outlines that the environmental information already submitted to the LPA is adequate to assess the environmental effects of the application and inform decision making; or,
- Provides further information, in accordance with regulation 22(1) of the 2011 EIA Regulations, to assess the environmental effects of the application and inform decision making.
- An updated commercial strategy detailing how the minimum commercial floorspace requirements are being provided.

Access

- 1) Detailed plans and drawings including drawings to show method of construction, traffic calming measures, drainage, street lighting, kerb alignment, levels, areas of highway visibility and surface treatment.
- 2) A report and plans detailing layout including parking areas, servicing areas and plant areas; and
- 3) A report and plans detailing any necessary temporary layout and landscaping associated with boundary treatment and condition.

Landscaping

- 1) Details of any play equipment proposed for the child play spaces;
- 2) How a coordinated approach to elements such as electricity, water, storage, street furniture will be achieved to avoid cluttering
- 3) If a public market is proposed within the main public square, how it will provide services and ancillary space for storage
- 4) Any landscaping mitigation measures required to mitigate potential wind tunnel effects

Appearance

- 1) Details of rooftop and roofscape in accordance with Design Code (January 2018);
- 2) Details of the wind mitigation measures, including any screening or other measures around balconies or communal amenity areas and how the design of blocks responds to micro-climate issues.

Reason: To ensure the development is consistent with London Plan Policies 3.5, 7.4 and 7.6, Local Plan Policy SP11, and emerging Policy DM1. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

5. **COMPLIANCE - Development in Accordance with Approved Drawings and Documents**

The development shall be completed in accordance with the approved plans and documents except where conditions attached to this planning permission indicate otherwise or where alternative details have been subsequently approved following an application for a non-material amendment.

a) The following plans:

439/SK/410; 439/SK/411; 439/SK/412; 439/SK/413; 439/SK/414; 439/SK/415; 439/SK/416; 439/SK/417; 439/SK/418; 439/SW/E100; 439/SW/E200; 439/SW/E201; 439/P/SW/B01 (Rev A); 439/P/SW/100 (Rev A); 439/P/SW/101 (Rev A); 439/P/SW/102 (Rev A); 439/P/SW/103 (Rev A); 439/P/SW/104 (Rev A); 439/P/SW/105 (Rev A); 439/P/SW/106 (Rev A); 439/P/SW/107 (Rev A); 439/P/SW/108 (Rev A); 439/P/SW/109 (Rev A); 439/P/SW/110 (Rev A); 439/P/SW/111 (Rev A); 439/P/SW/112 (Rev A); 439/P/SW/113 (Rev A); 439/P/SW/114 (Rev A); 439/P/SW/115 (Rev A); 439/P/SW/116 (Rev A); 439/P/SW/117 (Rev A); 439/P/SW/118 (Rev A); 439/P/SW/RF (Rev A); 439/P/SW/220 (Rev A); 439/P/SQ/B01 (Rev A); 439/P/SQ/100 (Rev A); 439/P/SQ/101 (Rev A); 439/P/SQ/102 (Rev A); 439/P/SQ/103 (Rev A); 439/P/SQ/104 (Rev A); 439/P/SQ/105 (Rev A); 439/P/SQ/106 (Rev A); 439/P/SQ/107 (Rev A); 439/P/SQ/108 (Rev A); 439/P/SQ/109 (Rev A); 439/P/SQ/110 (Rev A); 439/P/SQ/111 (Rev A); 439/P/SQ/RF (Rev A); 439/P/SQ/200; 439/P/SQ/201; 439/P/SQ/202; 439/P/SQ/203; 439/P/SQ/204; 439/P/SQ/205; 439/P/SQ/206; 439/P/SQ/207 (Rev A); 439/P/SQ/208 (Rev A); 439/P/SQ/209 (Rev A); 439/P/SQ/210 (Rev A); 439/P/SQ/211 (Rev A); 439/P/SQ/250; 439/P/SQ/251; 439/P/SQ/252; 439/P/SQ/253; 439/P/SQ/254; 439/P/SQ/300 (Rev A); 439/P/SQ/301; 439/P/SQ/302; 439/P/SQ/303 (Rev A); 439/C1/100; 439/P/C1/150; 10597-EPR-GF-A-02-0020; 10597-EPR-01-A-02-0021; 10597-EPR-02-A-02-0022; 10597-EPR-03-A-02-0023; 10597-EPR-04-A-02-0024; 10597-EPR-05-A-02-0025; 10597-EPR-06-A-02-0026; 10597-EPR-07-A-02-0027; 10597-EPR-08-A-02-0028; 10597-EPR-09-A-02-0029; 10597-EPR-10-A-02-0030; 10597-EPR-11-A-02-0031; 10597-EPR-12-A-02-0032; 10597-EPR-13-A-02-0033; 10597-EPR-14-A-02-0034; 10597-EPR-RF-A-02-0035; 10597-EPR-00-NO-DR-A-04-0001; 10597-EPR-00-SO-DR-A-04-0002; 10597-EPR-00-EA-DR-A-04-0003; 10597-EPR-00-WE-DR-A-04-0004; 10597-EPR-00-AA-DR-A-05-0001; 10597-EPR-00-BB-DR-A-05-0002; 5374-PL-PR-SQ-101 (Rev A); 5374-PL-PR-SQ-102 (Rev A); 5374-PL-PR-SQ-103 (Rev A); 5374-PL-PR-SQ-104; 5374-PL-PR-SQ-105; 5374-PL-PR-SQ-201; 5374-PL-PR-SQ-202; 5374-PL-PR-SQ-401; 5374-PL-PR-SQ-402

439/P/SW/E/100; 439/SW/E/200; 439/SW/E/201; 439/P/SQ/200 (Rev A); 439/P/SQ/203 (Rev A); 439/P/SQ/204 (Rev A); 439/P/SQ/207 (Rev A); 439/P/C1/100 (Rev A).

b) The following documents:

Environmental Statement – Volumes 1-3 and Non-Technical Summary (October 2017); Design and Access Statement (January 2018); Design Code (January 2018); Development Specification (January 2018); Cultural Strategy (October 2017).

Reason: In order to ensure the development is carried out in accordance with the approved details and for the avoidance of doubt.

6.	COMPLIANCE - Quantum of Development The development hereby permitted shall comply with the following amounts: <table border="1" data-bbox="373 423 1394 893"> <tr> <td>Building</td><td></td></tr> <tr> <td>Class C3 residential</td><td>Maximum 163,300m² GEA (and no less than 1714 homes)</td></tr> <tr> <td>Class B1 Employment</td><td>7,500m² GEA (of which no less than 1,500m² of Class B1(c))</td></tr> <tr> <td>Total A1-A5 Use</td><td>1,500m² - 3,950m² GEA (of which no more than 2,500m² of Class A1 Retail)</td></tr> <tr> <td>Class D1 Day Nursery</td><td>Up to 417sqm (GEA)</td></tr> <tr> <td>Class D1/D2 Leisure</td><td>Up to 2,500m² (includes 251m² GEA Class D2 Performance Space) which could include a medical centre</td></tr> <tr> <td>Basement</td><td>22,750sqm (GIA)</td></tr> <tr> <td>Energy Centre North (Outline)</td><td>Two Energy Centre's sized at 400m² and 900m² (GIA) to be provided in the north.</td></tr> <tr> <td>Temporary energy centre (detailed)</td><td>200m² (GIA)</td></tr> </table> Reason: To ensure that the Development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity.	Building		Class C3 residential	Maximum 163,300m ² GEA (and no less than 1714 homes)	Class B1 Employment	7,500m ² GEA (of which no less than 1,500m ² of Class B1(c))	Total A1-A5 Use	1,500m ² - 3,950m ² GEA (of which no more than 2,500m ² of Class A1 Retail)	Class D1 Day Nursery	Up to 417sqm (GEA)	Class D1/D2 Leisure	Up to 2,500m ² (includes 251m ² GEA Class D2 Performance Space) which could include a medical centre	Basement	22,750sqm (GIA)	Energy Centre North (Outline)	Two Energy Centre's sized at 400m ² and 900m ² (GIA) to be provided in the north.	Temporary energy centre (detailed)	200m ² (GIA)
Building																			
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Energy Centre North (Outline)	Two Energy Centre's sized at 400m ² and 900m ² (GIA) to be provided in the north.																		
Temporary energy centre (detailed)	200m ² (GIA)																		
7.	COMPLIANCE – CIL PHASING Prior to the commencement of works on the relevant part of the development hereby approved, details of an indicative phasing plan, including projections for the commencement and completion, as they relate to that part of the development shall be submitted to the Local Planning Authority. Reason: to allow the local planning authority to understand the projected phasing of the development and to define the extent of a CIL phase for the purposes of the CIL Regulations 2010 as amended.																		
8.	COMPLIANCE – LAND USE (Business and Commercial Space) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order) a minimum of 1,500sq.m(B1c) floor space hereby permitted shall be provided and for no other purpose or any use permitted by the above order unless otherwise agreed by the Local Planning Authority. Reason: In order to secure the Council's economic and place making objectives in pursuance of Local Plan policies SP11.																		
9.	COMPLIANCE – LAND USE (Retail - Outline) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order) the Class A1 floorspace shall not exceed 2,500sqm. No floorspace is permitted in respect of Class A5 use. Reason: To ensure retail uses remain ancillary in accordance with Policy SA18 (AAP).																		

10. COMPLIANCE – Development in accordance with Noise and Vibration Report

The development shall be completed in accordance with the approved Noise and Vibration Report (Chapter 10 ES, Watermans dated October 2017), and the noise and vibration limits contained therein, unless otherwise approved by the local planning authority. Noise from fixed building services plant shall comply with the levels shown below and be designed to a level no less than 10 dB below the existing background noise level at a position 1m from the façade of the nearest sensitive receptors (i.e. Plant LAeq,T = LA90,T -10dB).

Location	Period	Background LAeq,T	Plant Noise LAeq,T
10 – 10 S	Daytime (07:00 and 23:00)	52	42
	Night time (23:00 and 07:00)	38	28
10 – 10	Daytime (07:00 and 23:00)	46	36
	Night time (23:00 and 07:00)	32	22
10 – 10 S	Daytime (07:00 and 23:00)	52	42
	Night time (23:00 and 07:00)	38	28

Upon request by the local planning authority a noise report shall be produced by a competent person and shall be submitted to and approved by the local planning authority to demonstrate compliance with the above criteria.

Reason: In order to protect the amenities of residential occupiers consistent with Policy 7.15 of the London Plan (2016).

11. COMPLIANCE – Development in accordance with Noise and Vibration Report

a) Prior to the commencement of each phase of the development hereby approved, except for Site Preparation Works, details of the sound attenuation to protect against externally generated (environmental) noise sources including rail transport so as to achieve the internal ambient noise levels detailed in Table 10.14 (Chapter 10, ES October 2017) and BS8233:2014 shall be submitted to and approved in writing by the Local Planning Authority. The measured or calculated noise levels shall be determined in accordance to the latest British Standard 8233:2014 Guidance on sound insulation and noise reduction for buildings. b) The approved works are to be completed prior to occupation of the development and retained for the lifetime of the development.

c) Prior to first occupation of the development, a Post Completion Report demonstrating compliance with the mitigation measures in A above shall be submitted to and approved by the Local Planning Authority.

Reason: In order to safeguard the amenities, health and safety of neighbouring properties and occupiers and of the area generally, and to ensure compliance with Policy 7.15 of the London Plan (2016)

12. **COMPLIANCE – RESIDENTIAL MIX**

The development hereby permitted shall comply with the following affordable residential mix; and shall be substantially in accordance with private residential mix (unless otherwise agreed in writing with the local planning authority):

Mix	Manhattan	1 bed	2 bed	3 bed	4 bed	Total Homes	Habitable Rooms
Private Homes (Number or % of homes)	173 (or 13.6%)	431 (or 33.9%)	626 (or 49.3%)	39 (or 3.1%)	1 (or 0%)	1,270 (or 100%)	3,074 (or 100% of private habitable rooms and 67.5% of total habitable rooms)
SO Homes (Number or % of homes)	0 (or 0%)	87 (or 32.5%)	181 (or 67.5%)	0 (or 0%)	0 (or 0%)	268 (or 100%)	766 (or 100% of shared ownership habitable rooms or 51.7% of affordable habitable rooms)
Affordable Rent Homes (Number or % of homes)	0 (or 0%)	22 (or 12.5%)	68 (or 33.5%)	69 (or 39.2%)	26 (or 14.8%)	176 (or 100%)	715 (or 100% of affordable rent habitable rooms or 48.3% of affordable habitable rooms)
Total Number	173 (or 10.0%)	540 (or 31.5%)	866 (or 50.5%)	108 (or 6.4%)	27 (or 1.6%)	1714 (or 100%)	4,555 (or 100% of total habitable rooms)

Reason: To ensure that the Development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity.

13. **COMPLIANCE - Development in Conformity with Energy Statement**

Unless otherwise agreed by the Local Planning Authority, the development hereby approved shall be constructed and delivered to the U-values and other standards set out in the document Energy Statement prepared by Hodkinson dated October 2017 and any energy strategy document thereafter approved.

Reason: to mitigate the impacts of climate change in accordance with policies 3.2, 5.3, 5.5, 5.6 and 7.14 of the London Plan 2015 (with FALP 2011/REMA 2013).

14. **COMPLIANCE – Hybrid Application Area**

The development shall be implemented in accordance with the hybrid planning application boundary drawing SK411 Parameter Plan 1 Outline and Detail Planning Application Area which defines the area to which detailed planning permission and outline permission applies pursuant to this planning permission.

15.	COMPLIANCE – Architect Retention The existing architects shall be retained as Masterplan Architects to oversee the detailed design unless otherwise agreed in writing by the Local Planning Authority. The existing architect shall also be retained for the implementation of the detailed element of the application unless otherwise agreed in writing by the Local Planning 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.
16.	COMPLIANCE - Land Contamination – Part C CON1: Before development commences for each phase other than for investigative work: - 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. - 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. - 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. And CON2: - If remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority before the development is occupied. Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety.

17.	COMPLIANCE - Landscaping - Replacement of Trees and Plants (LBH Development Management) Any tree or plant in the public or private communal amenity areas or public realm delivered as part of the landscape masterplan (including roof top amenity areas) which, within a period of five years of occupation of the approved development 1) dies 2) is removed 3) becomes damaged or 4) becomes diseased, shall be replaced in the next planting season with a similar size and species of tree or plant. Reason: to protect the amenity of the locality.
18.	COMPLIANCE - Accessibility The development shall only be carried out in accordance with the inclusivity and accessibility measures identified in the Design and Access Statement dated October 2017 with regard to the fit out in accordance with Building Regulations Part M1 category 2. At least 10% of all dwellings hereby approved shall be wheelchair accessible or adaptable for wheelchair use (Part M4 (3) 'wheelchair user dwellings' of the Building Regulations 2015). Reason: To provide suitable access for disabled persons in accordance with London Plan (2015) policy 3.8 'Housing Choice'.
19.	COMPLIANCE - Compliance with London Housing Design Standards The development shall comply with the London Plan Policy 3.5 and London Housing Supplementary Planning Guidance (2016) space standards and as far as practical shall meet all other requirements within the London Housing Supplementary Planning Guidance 2016, particularly the requirements regarding dual aspect units, unless otherwise agreed in writing by the Local Planning Authority. Reason: In order to ensure a satisfactory standard of accommodation for future occupiers of the development.
20.	COMPLIANCE - Individual Satellite dishes or television antennas precluded The placement of any satellite dish or television antenna on any external surface of the development is precluded, excepting the approved central dish/receiving system noted in the application. Reason: to protect the amenity of the locality.
21.	COMPLIANCE - A1-A4 and B1- Access The commercial premises shall be minimum door widths of 900mm and a maximum threshold of 25mm to allow access to people with disabilities and people pushing double buggies. Reason: In order to ensure a satisfactory standard of accommodation for future occupiers & visitors of the development.
22.	COMPLIANCE - Hours of Operation - A3 & A4 Uses Any restaurant (A3), public house and wine bar (A4) use shall not be operated before 0700 or after 2400 hours on any day of the week. Reason: to protect the amenity of the locality.

23.	PRIOR TO ABOVE GROUND WORKS – Electric Vehicle Charging Points Prior to above ground works for each phase confirmation on the details and location of the parking spaces, of which all will be equipped with Active Electric Vehicle Charging Points (ECVPS) shall be submitted to and approved by the Local Planning Authority for each phase. The applicant will be required to provide a total of 20% of the total number of car parking spaces with active electric charging points, with a further 20% passive provision for future conversion. The development shall only be carried out in accordance with the approved details. Reason: To comply with London Plan Policy 6.13 and Haringey Wood Green AAP Policy WG11 section 6.
24.	Environment Agency – Planting Planting all landscaped areas (except privately owned domestic gardens but including green roofs) shall be of locally native plant species only of UK genetic origin.
25.	Network Rail – Demolition Any demolition of refurbishment works must not be carried out on the development site that may endanger the safe operation of the railway, the stability of the adjoining Network Rail structures.
26.	Network Rail – Construction Any scaffold, cranes or other mechanical plant must be constructed and operated in a “fail safe” manner that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports. To avoid scaffold falling onto operational lines, netting around the scaffold may be required. In view of the close proximity of these proposed works to the railway boundary the developer should contact Network Rail’s Outside Parties Engineer on opsoutheast@networkrail.co.uk before any works begin. Any scaffold which is to be constructed within 10 metres of the railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed. Where vibro-compaction machinery is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Local Planning Authority acting in consultation with the railway undertaker prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.

27. PRE COMMENCEMENT – Updated Air Quality Assessment

Part A:

Prior to the submission of any reserved matters, an updated air quality assessment shall be submitted and approved by the Council in line with best practice guidance and other guidance provided by the Council. The air quality assessment will:

- Identify how the building works and related activities and future operation and use of the development site may impact upon local air quality.
- Model the impact of the development on local air quality using ADMS Urban, agreed traffic data, include surrounding developments, all site emission sources (CHP, gas boilers, energy centres) and include scenarios of pre-agreed year and worst case,
- Identify mitigation measures that are already part of any planned development and should any risk of exposure to poor air quality be determined, mitigation measures shall be included, where applicable, in the buildings design
- Identify possible additional mitigation measures that may be implemented to maintain and where possible improve air quality in the vicinity of the development.
- Provide full details of measures that will be implemented to maintain and where possible improve air quality in the vicinity of the development.
- Provide full details of measures that will be implemented to protect the internal air quality of buildings.
- Identify measures that will be implemented or continue to be implemented after the completion of the development with clear timescales of when information will be provided.

Part B: All measures identified within the approved air quality assessment that are to be installed during the course of the development will be fully implemented. No occupation will take place until a report demonstrating that each measure is fully implemented has been provided to the satisfaction of and approved in writing by the Planning Authority.

Part C: All measures identified within the approved air quality assessment that will be implemented or continue to be implemented after the completion of the development will be completed within agreed timescales. A report demonstrating that all such measures set out within the approved air quality assessment have been installed will be provided to the satisfaction of and approved in writing by the Planning Authority.

Part D: No development works will take place for the outline element, until a detailed site –wide Air Quality Assessment in line with guidance from the GLA has been submitted and approved in writing by the Local Planning Authority.

Reason: To protect air quality and people's health by ensuring that the production of air pollutants, such as nitrogen dioxide and particulate matter, are kept to a minimum during the course of building works and during the lifetime of the development. To contribute towards the maintenance or to prevent further exceedances of National Air Quality Objectives.

28.	PRE COMMENCEMENT - Phasing strategy & details No part of the outline development hereby permitted excluding demolition and site preparation works shall be carried out unless and until a phasing strategy showing the location of each building, its relationship to the wider masterplan and including details of the order in which the buildings will be commenced, has been submitted to and approved by the Local Planning Authority unless otherwise agreed in writing in the event that the component buildings are delivered concurrently. The Development shall only be carried out in accordance with the approved phasing strategy, subject to such amendments to such phasing strategy as may be approved by the Local Planning Authority from time to time. Reason: To ensure that the development is consistent with the principles of good masterplanning. It is necessary for condition to prevent commencement of the development until the requirements have been met because the timing of compliance is fundamental to the decision to grant planning permission.
29.	PRE-COMMENCEMENT (Phase 2) River Moselle De-Culverting Plans No development or works relating to Phase 2, consistent with the approved Phasing Strategy (excluding demolition of above ground structures and Building C1) shall take place until a detailed plan for the de-culverting of the Moselle has been submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency. The development shall be carried out in accordance with the approved details which shall include the following: i. Details of the annual testing of water quality, including the relevant benchmarks to be achieved in accordance with Annex 1 of the Bathing Water Quality Directive' forming part of the Water Framework Directive or any standard as agreed by the Local Planning Authority ii. Full options feasibility appraisal including landscape details, cross and long sections iii. An outline maintenance and management scheme, including how safe access to, and maintenance of, the river will be achieved. Reason: to secure details of an implementable scheme to deliver the future de-culverting of the River Moselle in accordance with London Plan policy 7.24. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
30.	COMPLIANCE - Archaeological Watching Brief No development (apart from demolition of above ground structures) shall take place within the former Olympia Trading Estate and properties 57-89 Western Road until the applicant has secured the implementation of an archaeological watching brief in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority 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.

31.	PRE COMMENCEMENT – MEANWHILE AND INTERIM USES No development of a phase, excluding demolition and site preparation works, shall be commenced until such times as a Meanwhile Treatment Strategy for that phase has been submitted to and approved in writing by the Local Planning Authority. The Meanwhile Treatment Strategy for the relevant phase shall include as a minimum: I. Details of any proposed interim boundary treatment between the relevant phase and adjoining public realm/building(s); and II. Details of any proposed interim treatment of and use of public realm in adjoining Blocks/phases; and III. A programme for carrying out the interim boundary and any proposed public realm treatments. The interim boundary and public realm treatments for the relevant Block shall be carried out in accordance with the approved Meanwhile Treatment Strategy for that Block. Reason: To identify opportunities for the meanwhile use of sites for housing to make efficient use of land while it is awaiting longer-term development in accordance with London Plan Policy H4.
32.	PRE COMMENCEMENT - Confirmation of Site Levels Prior to the commencement of each relevant phase (except demolition works and site preparation works) details of all existing and proposed levels on the site in relation to the adjoining properties be submitted to and approved by the Local Planning Authority. Reason: In order to ensure that any works in conjunction with the permission hereby granted respects the height of adjacent properties through suitable levels on the site. The local planning authority is satisfied that the pre-commencement requirement of the condition is so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
33.	PRE COMMENCEMENT Drainage Strategy (Thames Water) Development for each phase, excluding demolition and site preparation works, shall not commence until a drainage strategy for each phase detailing any on and/or off site drainage works, has been submitted in writing to and approved by the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed. Reason: The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community. The local planning authority is satisfied that the pre-commencement requirement of the condition is so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

34.	PRE-COMMENCEMENT – Water supply (Thames Water) Prior to the commencement of development in each relevant phase, excluding demolition and site clearance, impact studies of the existing water supply infrastructure shall be submitted to and approved in writing by the local planning authority in consultation with Thames Water for that phase. The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point. The development shall not be commenced until the studies have been approved in writing by the local planning authority. The development for that particular phase shall not be brought into use until any necessary mitigation measures identified by the impact studies have been approved in writing by the local planning authority and carried out in full in accordance with the approved details. Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with London Plan (2015) policies 5.14 'Water Quality and Wastewater Infrastructure' and 5.15 'Water Use and Supplies'. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
35.	PRE- COMMENCEMENT - Construction Environmental Management Plan No phase of the development hereby approved shall commence until a phase specific Construction Environmental Management Plan (CEMP), which includes Waste Management Plan (WMP), Construction Dust Management Plan (CDMP) and Construction Traffic Management Plan (CTMP), has been submitted to and approved in writing by the Local Planning Authority for the relevant phase. The WMP will demonstrate compliance with an appropriate Demolition Protocol. The CDMP will incorporate appropriate mitigation measures to minimise dust emissions and will be based on the Mayor's Best Practice Guidance (The control of dust and emissions from construction and demolition). This should include an inventory and timetable of dust generating activities, emission control methods and where appropriate air quality monitoring). The CEMP shall provide details of how demolition and construction works are to be undertaken and include (a): - The identification of stages of works; - Details of working hours, which unless otherwise agreed with the Local Planning Authority shall be limited to 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 on Saturdays; - Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non-Road Mobile Machinery (NRMM); - Details of an Unexploded Ordnance Survey; - Details of community engagement arrangements; - Details of any acoustic hoarding; - A temporary drainage strategy and performance specification to control surface water runoff and Pollution Prevention Plan (in accordance with Environment Agency guidance); - Details of external lighting - Dust mitigation strategy b) The inventory of NRMM shall be kept on site during the course of the demolitions, site preparation and construction phases. All machinery shall be regularly serviced and service logs kept on site for inspection. Records shall be kept on site which details proof of emission limits for all equipment. This documentation shall be made available to local authority officers as required until development completion.

	The development shall be carried out in accordance with the approved details. Additionally, the site or Contractor Company must be registered with the Considerate Constructors Scheme. Proof of registration must be sent to the LPA prior to any works being carried out on the site. No phase of the development hereby approved shall commence Reason: To safeguard residential amenity, protect areas of nature conservation interest and prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by Policies 7.14, 7.18 and 7.19 of the London Plan (2016), Policy SP13 of the Haringey Local Plan (2013) and Saved Policy ENV7 of the Haringey Unitary Development Plan (2008). The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
36.	PRE- COMMENCEMENT - Electricity Sub-station: Prior to the commencement of the development including demolition and site preparation works, a survey report on the electricity sub-station and associated electro-magnetic field. The report shall include any mitigation measures that may be required, as well as predicted electro-magnetic levels in the adjoining residential, by reference to relevant standards and studies. The report and any mitigation required will be subject to the approval of the Local Planning Authority. Reason: In the interests of public safety. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
37.	PRIOR TO SUPERSTRUCTURE WORKS - Waste Management Scheme Prior to the commencement of any superstructure works on the approved buildings, and notwithstanding the approved Delivery and Servicing Plan (dated November 2017) details of an updated scheme setting out the collection and storage of waste and recycled materials shall be submitted in writing to and for approval by the Local Planning Authority. The updated scheme shall address: 1) Waste and recycling collection frequency, following liaison with Haringey's Waste Management Team and Veolia (Haringey's waste service provider) 2) The cost implications of collection frequency to future occupiers 3) The management of waste on site, including bin rotation and storage layout 4) The collection storage areas The details shall be implemented as approved prior to the occupation of the development for residential purposes, and maintained thereafter. Reason: to protect the amenity of the locality. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

38.	PRE COMMENCEMENT - Updated Construction Logistics Plan No development shall take place for each phase until such times as an updated Construction Logistics Plan (CLP) for the relevant phase has been submitted to and approved in writing by the Local Planning Authority. The CLP shall include the following details: i) Update to the Construction Logistics Plan prepared by dated October 2017 to include phased development; ii) Monitoring and joint working arrangements, where appropriate; iii) Site access and car parking arrangements; iv) Delivery booking systems; v) Construction phasing and agreed routes to/from the development replace lorry routing; vi) Timing of deliveries to and removals from the site (to avoid peak times as agreed with HA) 07.00 to 9.00 and 16.00 to 18.00 where possible); vii) Construction works shall only proceed in accordance with the approved relevant CLP; viii) Travel plans for staff/ personnel involved in construction. Reason: To update the existing CLP to account for phased development in the area, reduce congestion and mitigate any obstruction to the flow of traffic on the transportation and highways network. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
39.	PRE COMMENCEMENT - Piling method statement No piling shall take place within a phase until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water for that phase. Piling or any other foundation designs using penetrative methods shall not be permitted except for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. Any piling must be undertaken in accordance with the terms of the approved piling method statement. Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

40.	PRE-COMMENCEMENT - Landscaping – Arboricultural Method Statement Within each phase of the outline and detailed development hereby approved no development shall commence until an Arboricultural method statement relating to works in that phase, including a tree protection plan, has been prepared in accordance with BS5837:2005 Trees In Relation to Construction", and approved by the Local Planning Authority for each phase. A pre-commencement site meeting must be specified and attended by all interested parties, (Site manager, Consultant Arboriculturalist, Council Arboriculturalist and Contractors) to confirm all the protection measures to be installed for trees. Robust protective fencing / ground protection must be installed prior to commencement of construction activities for that phase on site and retained until completion of that phase. It must be designed and installed as recommended in the method statement within each phase. Within each phase the protective fencing must be inspected by the Council Arboriculturalist prior to any works commencing on site and remain in place until works are complete. Reason: Reason: In order to safeguard the root systems of those trees on the site which are to remain after building works are completed in the interests of visual amenity. The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.
41.	PRE COMMENCEMENT – Details of Flues Within each phase where a flue is required, full details of the location and appearance of any flues, including height, design, location and siting shall be submitted and approved in writing by the Council before work commences on that phase prior to commencement of the superstructure works (excluding Site Preparation Works). Reason: To prevent adverse impact on air quality within an Air Quality Management Area (AQMA) as required by Policy 7.14 of the London Plan (2016).
42.	PRIOR TO ABOVE GROUND WORKS- Affordable Housing Strategy Prior to commencement of above ground works excluding Building C1 for each phase an affordable housing strategy shall be submitted to and approved in writing by the local planning authority setting out how that phase contributes to a site wide requirement of 32.5% Affordable Housing (by habitable rooms) as per the table shown in Condition 16. The details set out in the strategy shall thereafter be implemented in accordance with the approved strategy for each phase, unless otherwise agreed by the Local Planning Authority. Such a strategy for each phase must include: i. The overall %, numbers, tenure, affordability and location of the affordable housing provision to be made within the related phase; ii. The timing of the construction of the affordable housing; iii. The arrangements to ensure that such provision is affordable for both initial and subsequent occupiers of the affordable housing subject to staircasing. Reason: To secure details relating to the provision of affordable housing and accord with London Plan Policy 3.11 Affordable housing targets.

43.	PRIOR TO ABOVE GROUND WORKS – Fibre Broadband Strategy Prior to the commencement of any above ground works, except enabling and demolition works and Building C1 a strategy to facilitate ultra-fast broadband for future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall seek to ensure that upon occupation of a dwelling or commercial unit, ducting to facilitate the provision of an ultra-fast broadband service to that dwelling or unit from a site-wide network, is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway, unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground or other infrastructure. The development of the site shall be carried out in accordance with the approved strategy. Reason: to accord with Site Allocation policies that support the provision of high speed broadband infrastructure and economic development objectives.
44.	PRIOR TO ABOVE GROUND WORKS - Biodiversity Enhancement Plan a) Prior to commencement of above ground works for each phase, a Biodiversity Enhancement Plan (BEP), for that phase shall be submitted to and approved in writing by the Local Planning Authority. The BEP shall be in accordance with the Environmental Statement (dated October 2017) and include: i) Integration of bird and bat boxes; ii) Details of native and 'nectar rich' landscaping; and iii) Soft landscaping management & maintenance. b) The Biodiversity enhancement measures set out in the approved BEP shall be implemented. Reason: In order to ensure that the authorised development makes a positive contribution to biodiversity in accordance with Policies 7.18 and 7.19 of the London Plan (2015), Policy SP13 of the Haringey Local Plan.

45. PRIOR TO ABOVE GROUND WORKS - Sustainable Urban Drainage

Prior to the commencement of above ground works for each phase details of the design, implementation, maintenance and management of the sustainable drainage scheme for each phase shall be submitted to, and approved in writing by, the local planning authority. Those details shall include:

1. Information about the design storm period and intensity, discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance, the methods employed to delay and control the surface water discharged from the site and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters;
2. Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);
3. Flood water exceedance routes, both on and off site;
4. A timetable for its implementation, and
5. A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Once approved, the scheme shall be implemented, retained, managed and maintained in accordance with the approved details.

Reason: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system in accordance with Policy 5.13 of the London Plan.

The Local Planning Authority is satisfied that the pre-commencement requirements of the condition are so fundamental to the development permitted that it would have been otherwise necessary to refuse the whole permission.

46. PRIOR TO ABOVE GROUND WORKS Sustainability Standards - Non-residential

Evidence that each commercial unit of the development is registered with a BREEAM certification body and that a pre-assessment report (or design stage certificate with interim rating if available) has been submitted indicating that the development can achieve the stipulated BREEAM level "Very Good" shall be submitted to and approved in writing by the local planning authority prior to the commencement of the works to which the certification relates and a final certificate shall be submitted for approval to the local planning authority within 6 months of the occupation of each phase of the development.

Reason: To ensure that the development achieves a high level of sustainability in accordance with Policies 5.1, 5.2, 5.3 and 5.15 of the London Plan (2016) and Policies SP0 and SP4 the Haringey Local Plan (2013).

47.	PRIOR TO ABOVE GROUND WORKS - Green and Brown Roofs Prior to the commencement of above ground development for each phase, details of green/brown roofs, including planting and maintenance schedules, and ecological enhancement measures shall be submitted to and approved in writing by the Council for that phase. Development shall accord with the details as approved. This will include the following: • A roof(s) plan identifying where the living roofs will be located; • Confirmation that the substrates depth range of between 100mm and 150mm across all the roof(s); • Details on the diversity of substrate depths across the roof to provide contours of substrate. This could include substrate mounds in areas with the greatest structural support to provide a variation in habitat; • Details on the diversity of substrate types and sizes; • Details on bare areas of substrate to allow for self colonisation of local windblown seeds and invertebrates; • Details on the range of native species of wildflowers and herbs planted to benefit native wildlife. The living roof will not rely on one species of plant life such as Sedum (which are not native); • Details of the location of log piles / flat stones for invertebrates; The living roof will not be used for amenity or sitting or play space of any kind. Access will only be permitted for maintenance, repair or escape in an emergency. The living roof (s) shall then be carried out strictly in accordance with the details approved by the Council. And shall be maintained as such thereafter. Reason: To ensure that the development provides the maximum provision towards the creation of habitats for biodiversity and supports the water retention on site during rainfall. In accordance with regional policies 5.3, 5.9 and 5.11 of the London Plan (2011) and local policy SP:05 and SP:13.
48.	PRIOR TO ABOVE GROUND WORKS - Secured by Design Part A Prior to carrying out above ground works of the relevant phase details shall be submitted to, and approved in writing by, the Local Planning Authority to demonstrate that such phase (and buildings contained therein) has incorporated the principles and practices of Secured by Design where these can be practically achieved. Where the principles cannot be achieved, then justification for this will be required. The development shall be implemented in accordance with the approved details. Part B Prior to first occupation of each building or part of a building or use of that phase, details shall be submitted and approved in writing to demonstrate that such phase (and buildings contained therein) has delivered the principles and practices of Secured by Design, and as agreed by the Local Planning Authority in the discharge of Part A. Reason: To ensure that the proposed development meets the Police standards for the physical protection of the buildings and their occupants, and to comply with London Plan (2016) Policy 7.3 and Haringey Local Plan 2013 Policy SP11.

49.	PRIOR TO ABOVE GROUND WORKS – External Solar Shading and Passive Ventilation Study (Residential only) Prior to the commencement of any superstructure work on each phase, an overheating model and report shall be submitted to and approved by the Local Planning Authority. The model will assess the overheating risk using future weather temperature projections (2050) and London weather files, and the report will demonstrate how the risks have been mitigated and removed through design solutions. This report will include details of the design measures incorporated within the scheme (including details of the feasibility of using external solar shading and passive cooling and ventilation) to ensure adaptation to higher temperatures are addressed, and the units do not overheat beyond the assessment methodology thresholds. The report will include the following: - the standard and the impact of the solar control glazing; - that all heating pipework is appropriately insulated - that passive cooling and ventilation features have been included - highlight the mitigation strategies to overcome any overheating risk Air Conditioning will not be supported unless justification is given. Once approved the development shall be constructed in accordance with the details so approved, shall be maintained as such thereafter and no change there from shall take place without the prior written consent of the Local Planning Authority. REASON: London Plan Policy 5.9 and local policy SP.04 and in the interest of adapting to climate change and to secure sustainable development.
50.	PRIOR TO SUBMISSION OF RMA – Updated Energy Strategy Notwithstanding the submitted details and prior to the submission of any reserved matters, excluding demolition and site preparation works, an updated energy strategy shall be submitted to and approved in writing by the local planning authority. The Energy Strategy shall, unless otherwise agreed by the local planning authority, be based on connection of all residential and non-residential buildings to a district energy and heating network. Details of the site wide heating and hot water facilities, the phasing of delivery, and associated network infrastructure will be submitted for approval to the Council. The strategy shall explore all reasonable options for improving the energy efficiency of the building and reducing carbon dioxide emissions in accordance with the energy hierarchy set out in London Plan policy 5.2 ‘Minimising carbon dioxide emissions’. The Strategy will comply with the targets and measures set out in London Plan (2016) Policy 5.2 and will be submitted using the format set out in the GLA guidance on Energy Strategies. The development shall be carried out strictly in accordance with the details approved. Reason: To ensure that the development hereby approved is energy efficient and to contribute to the avoidance of need for new fossil fuel or other primary energy generation capacity and to reduce emissions of greenhouse gases and to minimise the impact of building emissions on local air quality in the interests of health, in accordance with policies 3.2, 5.3, 5.5, 5.6 and 7.14 of the London Plan.

51.	PRIOR TO INSTALLATION - Low NOx Boilers - Product Specification and Dry NOx Emissions Details (LBH Environmental Services and Community Safety) Prior to installation, details of the Low NOx boilers for space heating and domestic hot water should be forwarded to the Local Planning Authority for approval. The details shall be implemented as approved and shall be maintained thereafter. Reason: To protect local air quality.
52.	PRIOR TO OCCUPATION – Commercial and Workspace Strategy Prior to the occupation of any commercial floorspace within a phase, a strategy for commercial and workspace for that phase shall be submitted to and approved in writing by the Local Planning Authority (LPA). The strategy shall include: a) a strategy that complements the existing and emerging cultural and economic offer in and around the site b) setting out a timetable for marketing and occupation of such workspace; c) explaining how such workspace is designed to meet the needs of commercial undertakings; d) indicating the proposed lease terms and the proposed levels of rent for businesses together with an explanation of how those terms and rent compare with the lease terms and rent for equivalent commercial space elsewhere within the Borough; Reason: to ensure the placemaking and economic objectives of the Wood Green AAP are secured.
53.	PRIOR TO SUPERSTRUCTURE WORKS - Cycle Parking Details Prior to any superstructure works on each approved phase, details of arrangements for cycle storage (including provision for a total of cycle parking spaces, means of enclosure for the storage area and the bicycle stairway and trough system) for that phase shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with Transport for London (Borough Planning), and the approved arrangements shall be completed to the satisfaction of the Authority before any part of the development is first occupied, and permanently maintained thereafter to the Authority's satisfaction. Reason: To ensure that adequate cycle storage facilities are provided and promote sustainable travel.
54.	PRIOR TO SUPERSTRUCTURE WORKS – Sample Materials Samples of all materials to be used for all external facing surfaces and roofing materials for each phase of the development, shall be submitted to, and approved in writing by, the Local Planning Authority before any above ground development is commenced on that phase. Samples shall include sample panels in addition to a schedule of the exact product references. All approved materials shall be erected in the form of a samples board and shall be retained on site throughout the works period for the phase concerned. Thereafter only such approved materials and finishes shall be used in carrying out the development.

55.	PRIOR TO SUPERSTRUCTURE WORKS – CCTV and Security Lighting Prior to commencement of the superstructure works for each phase (excluding Site Preparation Works), a scheme showing full details of the following for that phase shall be submitted to and approved in writing by the Local Planning Authority. a) CCTV; b) Security lighting Reason: To ensure that future development is safe and secure for future residents and visitors.
56.	PRIOR TO SUPERSTRUCTURE WORKS – Shopfronts Prior to commencement of the superstructure works for each phase (excluding Site Preparation Works) the design and external appearance of the shopfronts for that phase, including detailed design of the fascias, shall be submitted to and approved in writing by the Local Planning Authority. Reason: In the interests of the character and appearance of the area in accordance with London Plan (2015) policy 7.4 'Local Character'.
57.	PRIOR TO SUPERSTRUCTURE WORKS - Environment Agency – Landscape Management Plan Prior to commencement of the superstructure works for each phase (excluding Site Preparation Works) a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas (except privately owned domestic gardens), shall be submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out as approved. Reason: In the interests of the character and appearance of the area in accordance with London Plan (2015) policy 7.4 'Local Character'.

58.	PRIOR TO OCCUPATION – Soft landscaping and play space Prior to occupation of each phase, details of the children's playspace and soft landscaping provision contained within the private and communal amenity areas in accordance with the Design and Access Statement (October 2017) of that phase shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the: a. location, layout, design of the playspace; and b. equipment/ features c. hard surfacing materials d. minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting). Soft landscape details shall include: a. Planting plans b. Written specifications (including cultivation and other operations associated with plant and grass establishment) c. Schedules of plants, noting species, planting sizes and proposed numbers / densities where appropriate d. Implementation timetables. The landscaping, playspace and equipment/features shall be laid out and installed prior to the first occupation of the development. The children's playspace shall be provided strictly in accordance with the details so approved, installed/erected prior to the first occupation of the residential dwellings and shall be maintained as such thereafter. REASON: To secure the appropriate provision and design of children's playspace.
59.	PRIOR TO OCCUPATION – Estate Management & Maintenance Plan Prior to the occupation of each phase an Estate Management and Maintenance Plan for that Phase in which development would be located, setting out maintenance and management responsibilities for all communal play spaces, communal amenity spaces and all publicly accessible open spaces, shall be submitted to and approved in writing by the Local Planning Authority and the open spaces shall thereafter be maintained and managed in accordance with the approved details. Reason: In order to ensure that the Local Planning Authority is satisfied with the details of the authorised development and to ensure the design of the new housing development enhances the quality of local places in accordance with London Plan Policy 3.5.
60.	PRIOR TO OCCUPATION – Lighting strategy Prior to the occupation of each phase a lighting strategy to address all external lighting across within the phase shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details. Reason: In the interests of the character and appearance of the area in accordance with London Plan (2015) policy 7.4 'Local Character'.

61.	PRIOR TO OCCUPATION – Details of Central Dish/Receiving System Prior to the occupation of each phase development, details of a Central Satellite Dish/Receiving System for the residential units hereby approved shall be submitted in writing to and for approval by the Local Planning Authority. The System shall be implemented in accordance with approved details and maintained thereafter. Reason: to protect the amenity of the locality.
62.	PRIOR TO OCCUPATION – Delivery and Servicing Plan Prior to occupation of each phase of development, an updated Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority for that phase and the development thereafter managed in accordance with the approved details. Reason: To ensure that the development does not prejudice the free flow of traffic or public safety along the neighbouring highway.

INFORMATIVES:

Working with the Applicant (LBH Development Management)

INFORMATIVE: In dealing with this application, the London Borough of Haringey has implemented the requirements of the National Planning Policy Framework and of the Town and Country Planning (Development Management Procedure) (England) Order 2015 to foster the delivery of sustainable development in a positive and proactive manner.

Community Infrastructure Levy (LBH Development Management)

INFORMATIVE: The Community Infrastructure Levy will be collected by Haringey after/should the scheme is/be implemented and could be subject to surcharges for failure to assume liability, for failure to submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

CIL

This is a phased development for the purposes of the CIL Regulations (2010 as amended). A phase can comprise, site preparation and demolition works, sub-structures, and/or buildings, plots or groups of plots. The extent of the CIL phase will be defined on the relevant phasing plan.

Hours of Construction Work (LBH Development Management)

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

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

Party Wall Act (LBH Development Management)

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

Requirement for Groundwater Risk Management Permit (Thames Water)

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

Connection for removal of ground water precluded. Approval required for discharge to public sewer (Thames Water).

INFORMATIVE: In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. The contact number is 0800 009 3921.

Public Sewer Crossing – Approval required for building, extension or underpinning within 3 metres (Thames Water).

INFORMATIVE: There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted for extensions to existing buildings. The applicant is advised to visit thameswater.co.uk/buildover. Water Main Crossing Diversion (Thames Water)

INFORMATIVE:

There is a Thames Water main crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

Minimum Pressure and Flow Rate from Pipes (Thames Water)

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

Responsibility to Dispose of Commercial Waste (LBH Neighbourhood Action Team)

INFORMATIVE:

Commercial Business must ensure all waste produced on site are disposed of responsibly under their duty of care within Environmental Protection Act 1990. It is for the business to arrange a properly documented process for waste collection from a licensed contractor of their choice. Documentation must be kept by the

business and be produced on request of an authorised Council Official under section 34 of the Act. Failure to do so may result in a fixed penalty fine or prosecution through the criminal Court system.

Asbestos Survey (LBH Environmental Services and Community Safety)

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

New Development Naming (LBH Transportation)

INFORMATIVE: The new development will require naming. The applicant should contact LBH Local Land Charges at least six weeks before the development is occupied on 020 8489 5573 to arrange for the allocation of a suitable address. Environment Agency – Additional Advice (Environment Agency)

INFORMATIVE: The Environment Agency has provided advice to the applicant in respect of Ground Water Protection and Land Affected by Contamination. This advice is available on the Council's website using the application reference number.

Archaeology

INFORMATIVE: The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material, this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI. The written scheme of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

Asbestos

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

Highways Licenses

INFORMATIVE: The following highways licences may be required: crane licence, hoarding licence, on-street parking suspensions. The applicant must check and follow the processes and apply to the HA.

For the Outline Permission Application:

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

Piling Works

In one of the gas holders there remains at depth asbestos materials and other contaminants, such as lead and hydrocarbons. At the time of writing a concrete capping in place to prevent risk to human health. Any piling works on/in the environs of proposed residential Block B3 and surrounding proposed amenity / open

space land has the potential to cause exposure of the contaminants in the gas holder and so a risk to human health.

Site Preparation Works:

Site Preparation Works comprise the following "Demolition of buildings and structures, surveys, site clearance, works of archaeological, ground investigation, remediation and Gasholder pit infill, the erection of fencing or hoardings, the provision of security measures and lighting, the erection of temporary buildings or structures associated with the Development, the laying, removal or diversion of services, construction of temporary access, temporary highway works, and temporary estate roads"

SubStructure:

Substructure works are defined as building foundations or underlying supporting substructure

Superstructure:

Superstructure works are defined as part of the building above its foundations

Phasing

A phase of development relates to a phase defined by planning condition (CIL condition), or any subsequent construction sub-phase agreed with the Local Planning Authority, or the outline component or detailed component and/or Site Preparation Works

Meanwhile Uses:

Interim works comprise, inter alia, meanwhile uses:

INFORMATIVE:

The applicant is referred to details within the Design Code and Design and Access Statement encouraging the use of Green & Living Walls. Green walls are essentially vertical gardens that can attach to either the inside or outside of a wall and are slightly different from other designs, utilising plants such as climbing ivy or clematis, in that the plant material is actually rooted into the wall fixing itself. The use of living and green walls is encouraged as part of future detailed design and soft landscape details submitted in support of planning conditions.

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 2016, the Haringey Local Plan 2017 along with relevant S106 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.

Dean Hermitage
Head of Development Management and Planning Enforcement
Planning Service

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

FOURTH SCHEDULE

CONSIDERATE CONSTRUCTOR'S SCHEME

Considerate constructors seek to improve the image of the construction industry by striving to promote and achieve best practice under the Code.

The Code of Considerate Practice outlines the Scheme's expectations and describes those areas that are considered fundamental for registration with the Scheme.

The Code is in five parts and contains a series of bullet points. Each section of the Code contains an aspirational supporting statement and four bullet points which represent the basic expectations of registration with the Scheme.

The Code of Considerate Practice applies to all registered sites, companies and suppliers regardless of size, type or location.

Care about Appearance

Constructors should ensure sites appear professional and well managed

- Ensuring that the external appearance of sites enhances the image of the industry.
- Being organised, clean and tidy.
- Enhancing the appearance of facilities, stored materials, vehicles and plant.
- Raising the image of the workforce by their appearance.

Respect the Community

Constructors should give utmost consideration to their impact on neighbours and the public

- Informing, respecting and showing courtesy to those affected by the work.
- Minimising the impact of deliveries, parking and work on the public highway.
- Contributing to and supporting the local community and economy.
- Working to create a positive and enduring impression, and promoting the Code.

Protect the Environment

Constructors should protect and enhance the environment

- Identifying, managing and promoting environmental issues.
- Seeking sustainable solutions, and minimising waste, the carbon footprint and resources.
- Minimising the impact of vibration, and air, light and noise pollution.
- Protecting the ecology, the landscape, wildlife, vegetation and water courses.

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

- Having systems that care for the safety of the public, visitors and the workforce.
- Minimising security risks to neighbours.
- Having initiatives for continuous safety improvement.
- Embedding attitudes and behaviours that enhance safety performance.

Value their Workforce

Constructors should provide a supportive and caring working environment

- Providing a workplace where everyone is respected, treated fairly, encouraged and supported.
- Identifying personal development needs and promoting training.
- Caring for the health and wellbeing of the workforce.
- Providing and maintaining high standards of welfare.

FIFTH SCHEDULE

AFFORDABLE HOUSING MIX (ACROSS THE DEVELOPMENT)

Mix	Manhattan	1 bed	2 bed	3 bed	4 bed	Total Homes	Habitable Rooms
Private Homes (Number or % of homes)	173 (or 13.6%)	431 (or 33.9%)	626 (or 49.3%)	39 (or 3.1%)	1 (or 0%)	1,270 (or 100%)	3,074 (or 100% of private habitable rooms and 67.5% of total habitable rooms)
SO Homes (Number or % of homes)	0 (or 0%)	87 (or 32.5%)	181 (or 67.5%)	0 (or 0%)	0 (or 0%)	268 (or 100%)	766 (or 100% of shared ownership habitable rooms or 51.7% of affordable habitable rooms)
Affordable Rent Homes (Number or % of homes)	0 (or 0%)	22 (or 12.5%)	59 (or 33.5%)	69 (or 39.2%)	26 (or 14.8%)	176 (or 100%)	715 (or 100% of affordable rent habitable rooms or 48.3% of affordable habitable rooms)
Total Number	173	540	866	108	27	1714 (or 100%)	4,555 (or 100% of total habitable rooms)

AFFORDABLE HOUSING MIX (DETAILED DEVELOPMENT)

Mix	Manhattan	1 bed	2 bed	3 bed	4 bed	Total Homes	Habitable Rooms
Private Homes (Number or % of homes)	68 (or 14.5%)	156 (or 33.3%)	221 (or 47.2%)	22 (or 4.7%)	1 (or 0.2%)	468 (or 100%)	1136 (or 100% of private habitable rooms and 67.5% of total habitable rooms)
SO Homes (Number or % of homes)	0 (or 0%)	16 (or 39%)	25 (or 61%)	0 (or 0%)	0 (or 0%)	41 (or 100%)	116 (or 100% of shared ownership habitable rooms or 21.2% of affordable habitable rooms)
Affordable Rent Homes (Number or % of homes)	0 (or 0%)	21 (or 19.6%)	34 (or 31.8%)	45 (or 42.1%)	7 (or 6.5%)	107 (or 100%)	430 (or 100% of affordable rent habitable rooms or 78.8% of affordable habitable rooms)
Total Number	68	193	280	67	8	616 (or 100%)	1682 (or 100% of total habitable rooms)

AFFORDABLE HOUSING MIX (OUTLINE DEVELOPMENT EXCLUDING THE COUNCIL LAND)

Mix	Manhattan	1 bed	2 bed	3 bed	4 bed	Total Homes	Habitable Rooms
Private Homes (Number or % of homes)	105 (or 15.2%)	250 (or 36.1%)	328 (or 47.4%)	9 (or 1.3%)	0 (or 0.%)	692 (or 100%)	1625 (or 100% of private habitable rooms and 69.2% of total habitable rooms)
SO Homes (Number or % of homes)	0 (or 0%)	53 (or 27.3%)	141 (or 72.7%)	0 (or 0%)	0 (or 0%)	194 (or 100%)	567 (or 100% of shared ownership habitable rooms or 78.3% of affordable habitable rooms)
Affordable Rent Homes (Number or % of homes)	0 (or 0%)	0 (or 0%)	7 (or 19.4%)	17 (or 47.2%)	12 (or 33.3%)	36 (or 100%)	157 (or 100% of affordable rent habitable rooms or 21.7% of affordable habitable rooms)
Total Number	105	303	476	26	12	922 (or 100%)	2349 (or 100% of total habitable rooms)

AFFORDABLE HOUSING MIX (OUTLINE DEVELOPMENT ON THE COUNCIL LAND ONLY)

Mix	Manhattan	1 bed	2 bed	3 bed	4 bed	Total Homes	Habitable Rooms
Private Homes (Number or % of homes)	0 (or 0%)	25 (or 22.7%)	77 (or 70%)	8 (or 7.3%)	0 (or 0%)	110 (or 100%)	313 (or 100% of private habitable rooms and 59.7% of total habitable rooms)
SO Homes (Number or % of homes)	0 (or 0%)	18 (or 27.3%)	15 (or 72.7%)	0 (or 0%)	0 (or 0%)	33 (or 100%)	83 (or 100% of shared ownership habitable rooms or 39.3% of affordable habitable rooms)
Affordable Rent Homes (Number or % of homes)	0 (or 0%)	1 (or 3%)	18 (or 54.5%)	7 (or 21.2%)	7 (or 21.2%)	33 (or 100%)	128 (or 100% of affordable rent habitable rooms or 60.7% of affordable habitable rooms)
Total Number	0	44	110	15	7	176 (or 100%)	524 (or 100% of total habitable rooms)

SIXTH SCHEDULE

SUPPLEMENTAL DEED

THIS SUPPLEMENTAL DEED executed as a Deed is given this [] day of [] 201

BY:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 4LE ("**Council**") as local planning authority of the first part
- (2) [] registered in England and Wales (Co. Reg. No.[]) whose registered office is [] (the "**Developer**") of the second part.

WHEREAS:-

- (A) The Council is the local planning authority for the area in which the Property is situated and by whom the obligations contained in this Supplemental Deed are enforceable and is the local authority for the purposes of the 1974 Act and the 1972 Act and the 2011 Act and all other enabling powers.
- (B) On [] 2018 the Parties hereto entered into the Principal Deed.
- (C) The Developer has acquired a freehold interest of the Council Land on the date of this Agreement which interest is capable of and will be subject to application for registration thereof at HM Land Registry.
- (D) This Supplemental Deed is entered into for the purpose of ensuring that the Developer's agreements, covenants, undertakings and obligations contained in the Principal Deed are binding on the Developer as freehold owner of the Council Land for the purposes of Section 106 of the 1990 Act and section 16 of the 1974 Act and all other enabling powers.

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Supplemental Deed the following words and expressions have the meanings assigned:-

Principal Deed

the agreement dated [] 2018 between Council and [] entered into pursuant to section 106 of the 1990 Act, section 16 of the 1974 Act and all other enabling powers.

1.3 OPERATION OF THIS SUPPLEMENTAL DEED

- 1.4 This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the 1990 Act section 111 of the 1972 Act section 16 of the 1974 Act and section 1 of the 2011 Act.

- 1.5 The obligations, covenants, conditions and undertakings contained in this Supplemental Deed given to the Council are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority for the area within which the Property is situated and all obligations, covenants, conditions and undertakings are also enforceable by the Council pursuant to Section 16 of the 1974 Act and all other enabling statutory provisions.
- 1.6 The Developer agrees that notwithstanding the effect of section 106(3)(b) of the 1990 Act from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Developer shall be binding on the Developer as freehold owner of the Council Land pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out in this Supplemental Deed in full with the intent that, subject to clause 3 of the Principal Deed, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Developer but also against any successors in title to or assignees of the Developer and any Person claiming through or under it an interest or estate in the Council Land subject to the terms set out in the Principal Deed.
- 1.7 This Supplemental Deed is a local land charge and shall be registered as such by the Council and the Developer hereby covenants with the Council that, subject to obtaining all necessary consents, it shall apply to the Chief Land Registrar to register this Supplemental Deed in the charges register to the title to the Council Land and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Supplemental Deed in the charges register to the title to the Council Land and the Developer covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.
- 1.8 The Developer shall upon completion of this Supplemental Deed pay the Council their reasonable legal costs.
- 1.9 Any future mortgagee or chargee of the whole or any part of the Council Land who acquires their interest in the Council Land after the date of this Agreement shall take the Council Land bound by the planning obligations restrictions and undertakings contained herein PROVIDED THAT such mortgagee or chargee shall have no liability for the terms of this Agreement unless and until they become mortgagee in possession of the Council Land or any part thereof in which case they shall be bound by the provisions of this Agreement as if they were a Person deriving title from the owner and the mortgagee in possession shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement
- 1.10 The covenants contained in the Principal Agreement shall not be binding on any statutory undertaker or other Person who acquires any part of the Council Land or interest therein solely for the purposes of supply of electricity gas water drainage telecommunications services or public transport services

2 RELEASE

The Developer will upon disposing of its interest in all or any part of the Council Land be released from all obligations and covenants under this Supplemental Deed in relation to the Council Land (or the part disposed) but without prejudice to the rights of the Council in relation to any subsisting breach of those obligations or covenants arising prior to it parting with such interest.

***IN WITNESS** whereof the parties have executed this Deed the day and year first above written*

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

Authorised Officer

EXECUTED AS A DEED []

acting by.

Member / Authorised Signatory

In the presence of:

Witness signature:

Witness name:

Witness address:

SEVENTH SCHEDULE

PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch name and address:
4. Your Sort Code:
5. Your account number:.....
6. Amount to be transferred to the Council:
7. The Legal Agreement to which the payment relates:
.....
8. The Contributions being paid pursuant to the abovementioned Legal Agreement:
.....
.....
.....

NOTES

The Council's Bank details are:

London Borough of Haringey
Barclays Bank plc
Wood Green Branch
London N22
Sort Code: 20-98-47
Account Number: 73294617

Please note that unless we receive your payment before 2.00 p.m. on any day our finance systems will not be able to confirm receipt of the funds until the following day.

You are advised to check with the Council's Planning Obligations Monitoring Officer that the Council's bank details have not changed prior to the payment being made.

Clarendon Road

DEN2 Handover Specification

29 March 2018

General Construction

DEN2 will be constructed in accordance with BS 8102: 2009 Code of practice for the protection of below ground structures against water from the ground. St William will install a Grade 3 basement, which is habitable and suitably ventilated for all heat and hot water required across the whole of the Development and the Wood Green District Heating Network

The Box

To achieve a Grade 3 basement box St William will construct a 900m² reinforced concrete box with 6 metres' clearance height and an adequately sized area with 9 metres' clearance height or such other height agreed between the Council and the Developer to accommodate a 2.7MW CHP engine and exhaust. This will utilise contiguous or secant piling within an internal facing wall, or an alternate suitable construction.

Vapour exclusion measures may include:

- Drained cavity
- External membrane
- Internal membrane

The inner wall within DEN2 will be either an internal RC lining wall, or blockwork construction. Unfinished and unsealed.

All penetrations through external building fabric by tenant must receive written consent from St William. Drawings, specification and associated documentation to be issued for written approval from St James.

Floor Construction

- Formed as an unsealed RC floor slab.
- Drainage gullies will be located within DEN2, which will be fixed if required locations are confirmed by Haringey, and the associated ESCO provider at the required time of design. If locations are not confirmed St William will allocate a suitable number of drainage points across the slab.
- Floor build-ups will be the responsibility of Haringey and this includes but is not limited to, insulation, finishes, thresholds etc.
- Installation of mezzanine floors (if any are required) will be the Council's responsibility.

Soffit Finish

- Exposed concrete slab
- Ceiling and services to be installed by tenant.

Welfare and Management Facilities (Council's responsibility)

- Secondary rooms will be constructed either in RC Concrete or blockwork construction

Joinery

- Internal joinery will be installed to access doors only – FD30 with smoke seals

Services

- All service suppliers to be arranged by individual tenant Service heads only provided (gas, electricity, water).
- Capped, above ground, foul drainage, sub stacks provided– to allow installation of future **drainage**
- Incoming service head, providing:
 - Incoming **power**
 - Incoming **mains cold water**
 - Duct for future incoming **telecoms**
- Air intake and air exhaust routes through the roof (for general **ventilation** systems)

Access

Basement access will be provided in the formed as follows and shall ensure that all plant and machinery associated with DEN2 and a CHP can be fitted and removed and replaced as and when necessary :

- Equipment Gatic, or similar access hatch(s)
- Pedestrian Stairwell and associated access corridor

Building Control

Haringey will be required to make formal application and obtain full building control approval for DEN2.

Each unit will require the fire alarm, emergency lighting, and escape signage to be detailed together with the details of the emergency power supplies. This will be the Council's responsibility.

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

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

50462



pw Olive Higgins

Authorised Officer

The common seal of **NATIONAL GRID
TWENTY SEVEN LIMITED** was hereunto
affixed in the presence of:

)
)
)

R

Authorised signatory



The common seal of **NATIONAL GRID
GAS PLC** was hereunto affixed in the
presence of:

Jonathan Lutz

Authorised signatory



The common seal of **CADENT GAS
LIMITED** was hereunto affixed in the
presence of:

Elbert

Member of Board Sealing Committee



Executed as a deed by

Sean Ellis

as attorney for **ST WILLIAM HOMES LLP** in the presence of:



[Signature of Attorney]

Signature of witness:



Name of witness:

MATTHEW REES

Address of witness:

18 HATHEROP ROAD, HAMPTON, TWIZZRH.

Occupation of witness:

SENIOR DEVELOPMENT MANAGER.

Executed as a deed by

Alison Dowsett

as attorney for **ST WILLIAM HOMES LLP** in the presence of:



[Signature of Attorney]

Signature of witness:



Name of witness:

MATTHEW REES

Address of witness:

18 HATHEROP ROAD, HAMPTON, TWIZZRH.

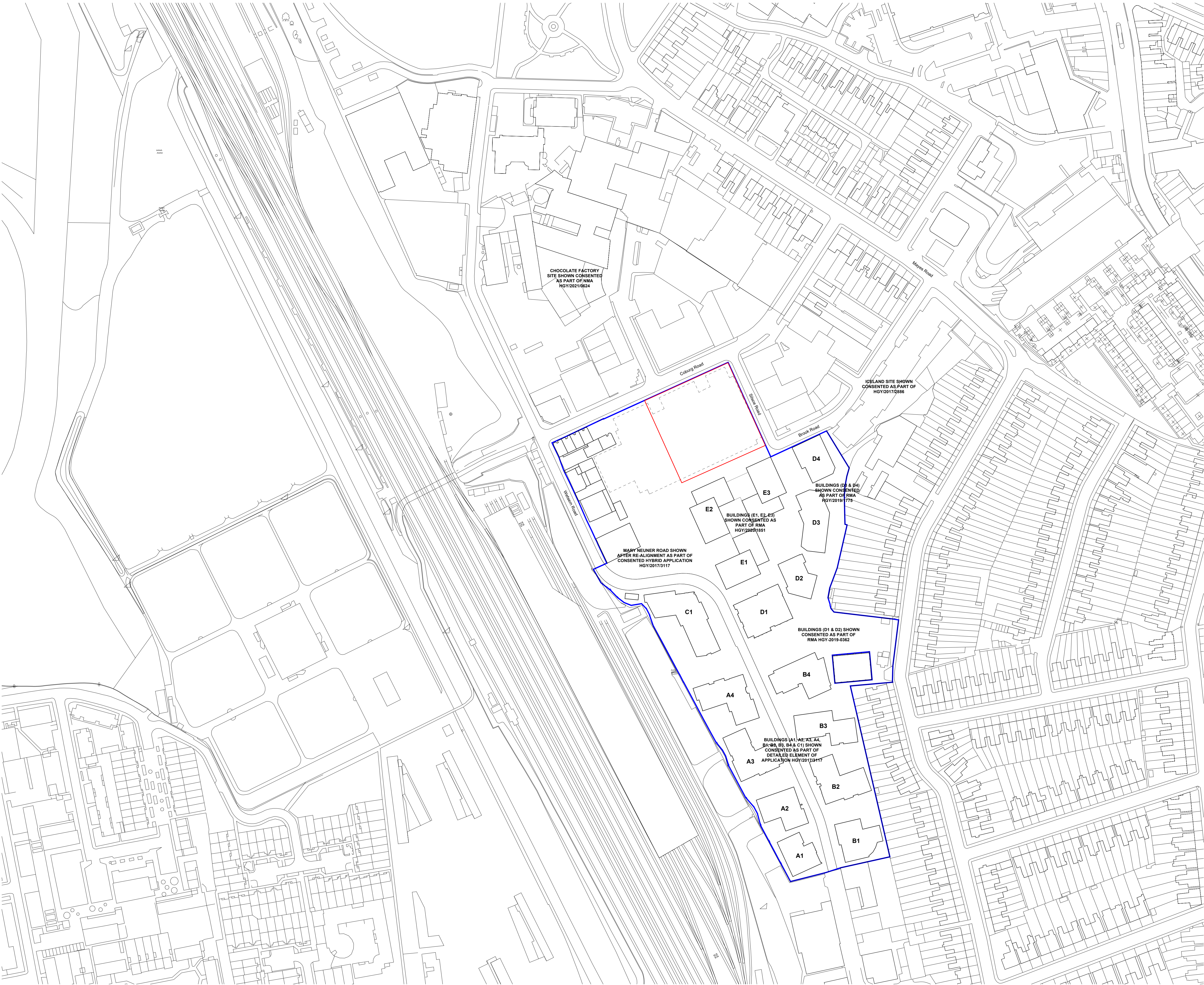
Occupation of witness:

SENIOR DEVELOPMENT MANAGER



Document 6

RED LINE BOUNDARY



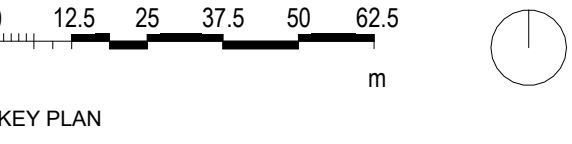
© COPYRIGHT
The copyright in this drawing is vested in Sheppard Robson and no license or assignment of any kind has been, or is, granted to any third party whether by provision of copies or originals or otherwise unless agreed in writing.

DO NOT SCALE FROM THIS DRAWING
The contractor shall check and verify all dimensions on site and report any discrepancies in writing to Sheppard Robson before proceeding work

FOR ELECTRONIC DATA ISSUE
Electronic Data / drawings are issued as "read only" and should not be interrogated for measurement. All dimensions and levels should read, only from those values stated in text on the drawing.

- Phase 4 site boundary
- Hybrid permission boundary
- Existing buildings on site to be demolished

REV.	DATE	AMENDMENT
P01	18/05/23	Draft planning set issue
P02	31/05/23	Planning set for client review



KEY PLAN

CLIENT

St William
Designed for life

SHEPPARD ROBSON

77 Parkway Camden Town London NW1 7PU
T: +44 (0)20 7504 1700 E: enquiries@sheppardrobson.com

PROJECT
Clarendon, Phase 4

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 1250	31/05/23	JM	RX	NH

Site Location Plan

Stage 2				SR NO.
STATUS	PURPOSE FOR ISSUE			
S2	Planning			6726
DRAWING NO.				REV.
6726 · SRA · ZZ · XX · DR · A · 02010				P02



Document 7

PHASE 4: ACCOMMODATION SCHEDULE

4.4 Accommodation Schedule

4.4.1 Accommodation Summary

Accommodation Summary

	Number of Homes
Total	377
Of which:	
CAT 3 Homes	34
CAT 3 Homes (%)	9% (10% combined with earlier Phases)

	Phase 4
Total Habitable Rooms	861
Dual Aspect %	62%
No. of Storeys	17-27

Areas Summary

	Total Area (m²)
GEA	40,137
Residential Areas (m²)	
GIA	31,089
NIA	21,862
Non-Residential Areas (m²)	
GIA	5,235

Schedule of Accommodation

	Phase 4		
Type	Proposed No. of Units	Total NIA m2	Units % of mix
Manhattan	85	3,431	22.5%
1 Bed	108	5,978	28.6%
2 Bed	176	11,720	46.7%
3 Bed	8	733	2.1%
Total	377	21,862	100%

Schedule of Basement Areas

	GIA (m²)
Car Park	961
Residential Lobby	291
Cycle Store	706
Plant/BOH	570
Refuse	176
Corridor	91
Total	2,795

Schedule of Non-Residential Areas

	A3 Use GIA (m²)
A3 Use	334
Refuse	33
Corridor	44
Total	411

	B1 Use GIA (m²)
B1 Use	1,522
Lobby	432
Cycle Store	47
Refuse	21
Total	2,022

	C3 Residents' Facility GIA (m²)
Residential Lounge	27
Car Park	961
Cycle Store	760
Plant/BOH	692
Refuse	214
Parcel Room	57
Corridor	91
Total	2,802

4.4.2 Accommodation Per Block

Schedule of Accommodation

	Building H1		
Type	Proposed No. of Units	Total NIA (m²)	Units % of mix
Manhattan	46	1,798	28%
1 Bed	18	908	11%
2 Bed	94	6,291	58%
3 Bed	4	377	3%
Total	162	9,374	100%

	Building H1
Total Habitable Rooms	380
Total WC Accessible Units	0
Dual Aspect %	62%
No. of Storeys	27

Schedule of Areas

	Total GEA Area (m²)
GEA	15,773

	Residential Areas (m²)
NIA	9,374
GIA	13,403

Schedule of Accommodation

	Building H2		
Type	Proposed No. of Units	Total NIA (m²)	Units % of mix
Manhattan	18	754	19%
1 Bed	39	2,129	39%
2 Bed	41	2,776	39%
3 Bed	2	179	3%
Total	100	5,838	100%

	Building H2
Total Habitable Rooms	227
Total WC Accessible Units	13
Dual Aspect %	60%
No. of Storeys	14-17

Schedule of Areas

	Total GEA Area (m²)
GEA	11,289

	Residential Areas (m²)
NIA	5,838
GIA	8,200

Schedule of Accommodation

	Building H3		
Type	Proposed No. of Units	Total NIA (m²)	Units % of mix
Manhattan	21	879	21%
1 Bed	51	2,941	44%
2 Bed	41	2,653	30%
3 Bed	2	177	5%
Total	115	6,650	100%

	Building H3
Total Habitable Rooms	254
Total WC Accessible Units	21
Dual Aspect %	63%
No. of Storeys	14-20

Schedule of Areas

	Total GEA Area (m²)
GEA	9,956

	Residential Areas (m²)
NIA	6,650
GIA	9,486