

DATED

2025



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

and

(2) CAPITAL CITY COLLEGE GROUP

AGREEMENT RELATING TO LAND KNOWN AS

THE COLLEGE OF NORTH EAST LONDON HIGH ROAD LONDON N15 4RU

**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**

Fiona Alderman
Interim Head of Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/77800

Planning Ref: HGY/2024/0464

DATED this day of 2025

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; and
- (2) CAPITAL CITY COLLEGE GROUP (company number 10601860)** of
Westminster Kingsway College 211 Gray's Inn Road, 211 Grays Inn Road, London,
England, WC1X 8RA (**“Owner”**) of the second part

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property registered at HM Land Registry under title number EGL350592.
- (C) The Application has been submitted to develop the Property and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- (D) 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 executing of the Agreement to grant the Planning Permission.
- (E) 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.

OPERATIVE PARTS

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:

Word or Expression	Meaning
“1972 Act”	the Local Government Act 1972;
“1974 Act”	the Greater London Council (General Powers) Act 1974;
“2011 Act”	the Localism Act 2011;
“the Act”	the Town and Country Planning Act 1990;
“Agreement”	the agreement evidenced by this Deed;
“the Application”	the planning application seeking planning permission for the Development bearing the reference set out in Part 2 of the First Schedule;
“Borough”	the administrative area of the London Borough of Haringey;
“Completion Notice Date”	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 its satisfaction;
“Construction Phase”	the period from the commencement of any operation that would constitute the beginning of

Word or Expression	Meaning
	development pursuant to Section 56(4) of the Act (whether or not such operation is a lawful commencement of the Development) and for the avoidance of doubt includes all demolition and site enabling works until the Completion Notice Date;
“the Contributions”	the Apprenticeship Support Contribution, the Carbon Offsetting Contribution, the Base Carbon Offsetting Contribution and the Additional Carbon Offsetting Contribution (as defined within the Schedules to this Agreement);
“the Development”	development of the Property as set out in Part 2 of the First Schedule and shall include development (a) as amended subsequent to any approval of a non-material amendment pursuant to Section 96A of the Act; and/or (b) in accordance with and pursuant to any permission granted pursuant to Section 73 or Section 73B of the Act;
“Due Date”	the date upon which any payment due under any of the provisions of this Agreement is to be made;
“GLA”	the Greater London Authority or any successor in statutory function;
“Index”	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 and the term "Index Linked" shall be construed accordingly;

Word or Expression	Meaning
“Implementation”	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: ; • site clearance • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any temporary means of enclosure; • the temporary display of site notices or advertisements; and “Implement” “Implemented” and “Implementation” or any other derivation of this term shall be construed accordingly;
"London Plan"	the London Plan published in March 2021 as revised from time to time;
“Occupation Date”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms “Occupy” and “Occupied” and cognate expressions shall be construed accordingly;

Word or Expression	Meaning
“the Monitoring Contribution”	the sum of £2,615.43 (two thousand six hundred and fifteen pounds and forty three pence) towards monitoring the planning obligations in this Agreement;
“the Parties”	the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
“Payment Form”	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Fifth Schedule of this Agreement;
“Planning Obligations Monitoring Officer”	an officer of the Council from time to time allocated to deal with and monitor all obligations;
“the Plan”	the plan annexed as Part 1 of the First Schedule to this Agreement;
“the Planning Permission”	the planning permission for the Development pursuant to the Application;
“the Property”	the land and premises shown indicatively edged in red on the Plan and described in Part 2 of the First Schedule;
“Working Days”	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 1 of the 2011 Act and any other enabling statutory provisions.

1.3 Words importing the singular shall include the plural and vice versa.

- 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 shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7 Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.
- 1.8 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2. TAKING EFFECT

This Agreement shall have immediate effect save for clause 4 which shall take effect on the date on which the Planning Permission is granted.

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 9.1) 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 Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party

in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires prior to Implementation.
- 3.5 In the event that the Council shall at any time hereinafter grant a planning permission pursuant to an application made under Section 73 or Section 73B of the Act in respect of the conditions in the Planning Permission any references in this Agreement to the Planning Permission or the Application or the Development shall be deemed to include any such subsequent planning applications and planning permissions and development granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly.

4. OBLIGATIONS OF THE OWNER

The Owner 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 the body of this Agreement and in the Second Schedule the Third Schedule and the Fourth Schedule on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development at all reasonable times and after

giving no less than 5 Working Days' notice 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.

5. COUNCIL'S COVENANTS

5.1 Purpose of Contributions

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

5.2 Repayment of unspent Contributions

If any of the Contributions received under the terms of this Agreement remain unspent for a period of ten (10) years following the date of receipt, the Council shall repay the amount of any unspent Contributions to the party which made the payment immediately upon receiving written request from such party.

5.3 Discharge of Obligations

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

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Implementation specifying when Implementation is anticipated to take place.

- 6.2 Within 7 (seven) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the

Application reference the date upon which the Development (or part thereof) is ready for Occupation.

- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees, declares and covenants with the Council that it shall observe and perform the conditions, restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.5 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. PAYMENTS VAT AND INDEX LINKING

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.
- 7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax which may become properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax which may become properly payable on any sums

paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 7.3 Any financial contributions referred to in this Agreement as payable 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.
- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8. NOTICES

- 8.1 The provisions 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.
- 8.2 Any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates.
- 8.3 In the case of notice to the Council it shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and such notice, if sent by post, shall be deemed to have been received on the next Working Day after the date of delivery (if delivered by hand) or the second (2nd) Working Day after the date of posting (if posted within the United Kingdom).
- 8.4 In the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.
- 8.5 It is agreed that any notice sent by or contained in an e-mail or facsimile transmission shall not be validly served until the sender has received a non-automatic acknowledgement of the receipt thereof.

9. PAYMENT OF COUNCIL'S COSTS

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

10. REGISTRATION

10.1 This Agreement shall be registered as a local land charge.

10.2 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the local land charges register in respect of this Agreement.

11. WAIVER

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

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

11.3 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.

12. 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).

13. DISPUTE RESOLUTION

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert (being an appropriately qualified person to resolve the dispute in question having not less than 10 years' professional experience in the area to which the dispute relates) 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 / the Royal Institute of Chartered Surveyors 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. CHANGE IN OWNERSHIP

The Owner 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 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 21 (twenty-one) days of such Disposition.

15. NON-COMPLIANCE

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

16. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that apart from the Owner hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof.

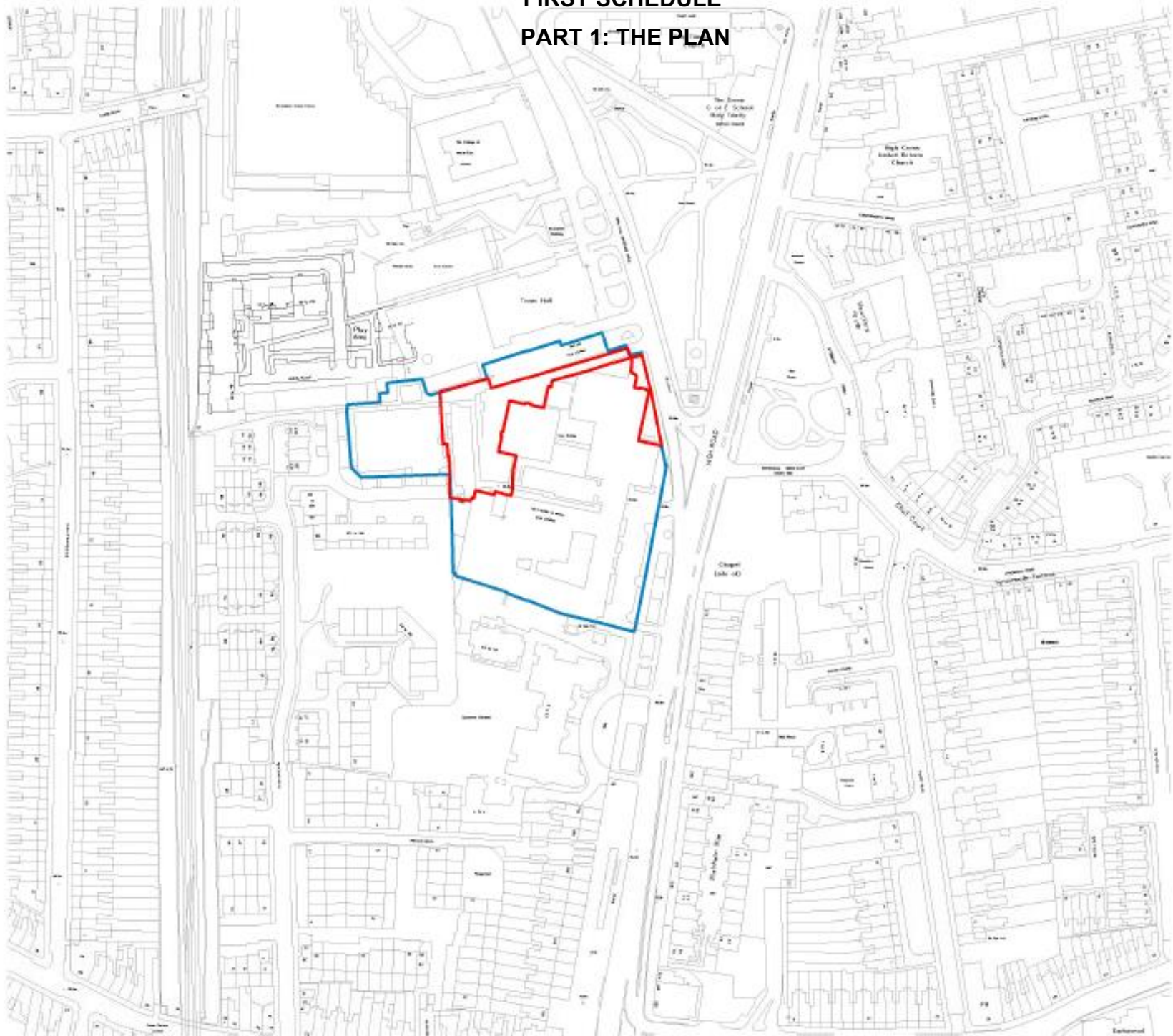
17. JURISDICTION AND GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the law of England and is subject to the exclusive jurisdiction of the courts of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

100
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millimetres

FIRST SCHEDULE
PART 1: THE PLAN

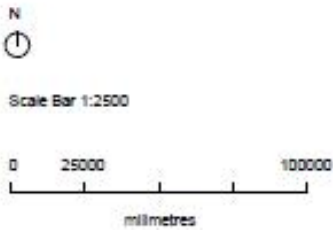


GENERAL NOTES

Architectural drawings are to be read in conjunction with other relevant disciplines reports and drawings, including Atkins Structures & Civils, Introba MEP, Introba Fire Strategy Report, 24 Acoustics Report and specifications.

All dimensions are in millimetres unless noted otherwise. Drawings should not be scaled by either hand or from the computer digital data, only figured dimensions are to be used.

This drawing uses colour, colours are indicative, not actual finish.



LEGEND

- Application Boundary Line
- Ownership Site Boundary Line

SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION

In addition to the hazards/risks normally associated with the types of work detailed on this drawing, note the following:			
CONSTRUCTION			
MAINTENANCE/CLEANING			
DECOMMISSIONING/DEMOLITION			
It is assumed that all works will be carried out by a competent contractor working, where appropriate, to an approved method statement			

Rev	Date	Description	By	Drawn	App'd
PT	01/02/2024	FOR PLANNING	LT	LD	JR

Approved & Accepted as Stage 3a

AtkinsRéalis

Now North
11 Broadwalk
Westminster
London
SW1E 6BT
+44 20 7121 2000
www.atkinsrealis.com
© SNC-Lavalin (2018)

Capital City College Group

211 Gray's Inn Road
King's Cross
London, WC1X 8BA
www.capitalccg.ac.uk

Project Title		A3		CCCCG Tottenham Construction and Engineering Centre	
Drawing Title		LOCATION BLOCK PLAN			
Scale	1:2500	Designed	LD	Drawn	LT
Original Size	A3	Date	31.01.2024	Date	31.01.2024
Drawing Number		5219901-ATK-01-ZZ-D-A-021000		Revision	
				P1	

FIRST SCHEDULE

PART 2

1. THE PLANNING APPLICATION

1.1 Application number

HGY/2024/0464

1.2 The Development

Demolition of the existing gym/lecture theatre block and the erection of a part four/part five-storey building (2,625 square metres GIA) to host a new Construction and Engineering Centre

2. THE PROPERTY

The part of the land known as the College of North East London, Tottenham Centre, High Road, Tottenham N15 4RU shown on the Plan edged in red

SECOND SCHEDULE

EMPLOYMENT AND SKILLS

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Expression	Meaning
“Apprentice”	a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ Level 2 or above who is: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; and • attending college or an education or training provider as part of their Apprenticeship, and the term “Apprentices” shall be construed accordingly;
“Apprenticeship”	an industry-led training programme leading to a recognised qualification with set requirements used by training providers, colleges, and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards¹ and the term “Apprenticeships” shall be construed accordingly;

¹ More information about the government apprenticeship standards and fees can be found at <https://www.instituteforapprenticeships.org/>

Expression	Meaning
“Apprenticeship Support Contribution”	a financial contribution to support the recruitment process, in-work support and post-work support of Apprentices to be calculated on the basis of £1,500 (Index Linked) per Apprentice employed (or who should be employed according to the Employment and Skills Plan) during the Construction Phase;
“Assigned Officer”	the Council’s social value officer assigned by the Council to meet the requirements of the Local Economy Team or such other officer notified from time to time;
“Construction Logistics Management Contribution”	the sum of £15,000 (fifteen thousand pounds) (Index-linked) towards the assessment and monitoring of the Construction Logistics Management Plan;
“Construction Logistics Management Plan	the plan to be submitted pursuant to condition 6 of the Planning Permission;
“Construction Partnership”	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;
“Construction Programme”	the trade programme prepared by the Owner or their Contractor which provides details of the proposed timescales for carrying out the individual works comprising the Development;
“Contractor”	the entity (person persons partnership or incorporated company) that has contracted with the Owner to carry out the works to create the Development and where the context requires includes all sub-contractors and other professional and trades people and organisations

Expression	Meaning
	whether employed directly by the Contractor or the Owner;
“Employment and Skills Lead”	a dedicated resource (which for the avoidance of doubt could be an employee of the Owner or of a Contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to paragraph 4 below who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the Construction Phase;
"Employment and Skills Plan"	the plan to be submitted to the Council and containing the information outlined under paragraph 2 below;
“Employment and Skills Support Providers”	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or employment opportunities as may be notified by the Council from time to time;
“Local Economy Team”	the Council’s team responsible for Inclusive Economypolicies, strategies, commissioning and compliance;
“Flexi-job Apprenticeship agency”	organisations that recruit and employ Apprentices and arrange placements with a variety of host businesses for the duration of an Apprenticeship and Flexi-job Apprenticeship Agencies shall be construed accordingly;

Expression	Meaning
“Haringey Works Team”	the Council’s team responsible for supporting Residents into training or employment opportunities and any successor team(s) that may exist from time to time;
“London Living Wage”	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough ² ;
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of post code which are no more than two (2) months old and the term “Residents” shall be construed accordingly;
“Skills-Based Training”	a training programme that is intended to provide unemployed Residents with the skills and accredited qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes; and

² More information can be found at <https://www.livingwage.org.uk/> ;

Expression	Meaning
“STEM and Career Education Sessions”	programmes that develop long-term relationships with local organisations working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered the format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan

2. EMPLOYMENT AND SKILLS PLAN

The Owner covenants with the Council as follows:

- 2.1 No later than twenty (20) Working Days prior to the start of the Construction Phase, to submit (or procure that the Employment and Skills Lead submits) to the Council an Employment and Skills Plan for approval, to include a detailed construction programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:
 - 2.1.1 how the Owner will secure the provision of not less than twenty percent (20%) of the peak workforce employed during the Construction Phase to comprise Residents each of whom shall be engaged on a contract of employment for a minimum of 26 weeks (or such other time period as may be agreed);
 - 2.1.2 how the Owner will secure the provision of Skills-Based Training to twenty-five percent (25%) of the peak workforce;
 - 2.1.3 how the Owner will offer placements for the employment of full-time Apprenticeships to at least one Apprentice per £3 million construction cost, up to maximum of 10% of the total construction workforce at its anticipated maximum provision on Site, such Apprentices to be:
 - (a) paid at no less than London Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2;

(b) nominated by Haringey Works Team

(c) employed EITHER

(i) until the end of the Apprenticeship if recruited directly; or

(ii) for a minimum of 26 weeks if recruited through Flexi-job
Apprenticeship Agencies

2.1.4 how the Owner and any Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Support Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising during the Construction Phase SAVE THAT in the event that the Haringey Works Team or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within ten (10) Working Days from the date the vacancy or opportunity for that role is submitted to the Council and approved in writing the Owner and the Contractor shall be free to recruit for that role from other sources;

2.1.5 the provision of Work Placements the number of which to be agreed with the Assigned Officer (with regard to the cost of the Development);

2.1.6 the provision of Work Experience the number of which to be agreed with the Assigned Officer (with regard to the cost of the Development);

2.1.7 the provision of no fewer than five (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;

2.1.8 how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Haringey Works Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;

- 2.1.9 how the Owner will liaise with the Assigned Officer to encourage and help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services (provided that nothing in this paragraph 2.1.9 can require the Owner to take any action which would amount to an unlawful action);
- 2.1.10 the provision of details of how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitates and has regard to the specific demographic characteristics of Residents in its proposed activities including Residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse individuals;
- 2.1.11 how the Assigned Officer is to be provided with such information as is reasonably required to ensure compliance with the Approved Employment and Skills Plan (including but not limited to monthly monitoring data, case studies, supporting evidence and summaries of details of the above opportunities provided to Residents), such information to be provided directly to the Council whether by the Owner or its agents or Contractors in a format approved by the Assigned Officer which may include the provision of information through an online portal as notified by the Council from time to time;
- 2.1.12 how the Owner shall seek to obtain consent from all its employees, contractors and agents to ensure that the information required under paragraph 2.1.10 above can be provided to the Council in compliance with the provisions of the Data Protection Act 2018 and other statutory requirements; and

2.1.13 sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution.

- 2.2 Not to commence the Construction Phase unless and until the Council has approved the Employment and Skills Plan having regard to the latest Construction Programme (once so approved “**the Approved Employment and Skills Plan**”) and in the event of any refusal by the Council to approve an Employment and Skills Plan to submit an amended Employment and Skills Plan having regard to the Council’s reasonable reasons for refusal before invoking the provisions of Clause 13 PROVIDED THAT in the event the latest Construction Programme demonstrates that a contractual employment period which is shorter than 26 weeks pursuant to paragraph 2.1.1 is necessary in relation to any works comprising the Construction Phase, the Council shall not reasonably refuse approval of the Employment and Skills Plan on the basis of such shorter proposed period.
- 2.3 Following approval of the Employment and Skills Plan, the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer on a regular basis and no less than every 3 months to discuss the Approved Employment and Skills Plan with the aim to identify and agree measures to help achieve the relevant target and such meetings to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet.
- 2.4 To use reasonable endeavours to comply with the Approved Employment and Skills Plan throughout the Construction Phase and procure that all contractors, sub-contractors and agents employed during the Construction Phase are informed of the Approved Employment and Skills Plan and comply with such and the obligations set out within this Schedule.

3. **ADDITIONAL CONTRIBUTIONS**

The Owner shall pay:

- 3.1 the Apprenticeship Support Contribution to the Council prior to Implementation and the Owner shall not Implement or cause or permit Implementation unless

and until the Apprenticeship Support Contribution has been received in full by the Council; and

- 3.2 the Construction Logistics Management Contribution prior to submission of the Construction Logistics Management Plan.

4. EMPLOYMENT AND SKILLS LEAD

The Owner covenants with the Council as follows:

- 4.1 To commit a named senior level individual to act as the Employment and Skills Lead and to engage with the Assigned Officer any Construction Partnership and Haringey Works Team, including any Employment and Skills Support Providers to:
- 4.1.1 meet the requirements of the Approved Employment and Skills Plan; and
 - 4.1.2 to seek to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase in accordance with the Approved Employment and Skills Plan PROVIDED THAT the Owner 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.
- 4.2 Not to commence the Construction Phase unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead.

5. MISSED TARGETS

- 5.1 This paragraph 5 applies only in the event that the Owner has not complied with the obligations set out in paragraphs 2.1.1 and 2.1.3 of this Schedule and:
- 5.1.1 the Council has served written notice on the Owner detailing reasons to that effect; and
 - 5.1.2 the Owner has failed to take measures to address the reasonable concerns raised by the Council in paragraph 5.1.1 above.

5.2 Where this paragraph 5 applies:

- 5.2.1 the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the Approved Employment and Skills Plan with the aim to identify and agree measures to help achieve the relevant target and such meeting to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet.
- 5.2.2 Subject to paragraph 5.2.4, in the event the Owner is unable to secure that not less than twenty percent (20%) of the peak workforce during the Construction Phase comprises Residents in accordance with paragraph 2.1.1 then the Owner shall pay to the Council a sum of TWO THOUSAND AND EIGHT HUNDRED POUNDS ONLY (£2,800-00) (Index Linked) per Resident employed contrary to the said paragraph 2.1.1 (as may be amended) to fund measures to support the training and employment of Residents who experience difficulties and barriers in securing employment such amount to be paid within fifteen (15) Working Days of receipt of a written demand therefor from the Council such demand not to be made until completion of the Construction Phase.
- 5.2.3 Subject to paragraph 5.2.4, in the event that the Owner does not provide sufficient Apprenticeships in accordance with the requirements of paragraph 2.1.3 and the Approved Employment and Skills Plan then the Owner shall pay a sum of THIRTEEN THOUSAND POUNDS ONLY (£13,000-00) per full time Apprentice not employed in accordance with paragraph 2.1.3 above to the Council to support Apprenticeships such amount to be paid within fifteen (15) Working Days of receipt of a written demand therefor from the Council such demand not to be made until completion of the Construction Phase.
- 5.2.4 The Owner shall not be required to make the payments under 5.2.2 and 5.2.3 above in the event that any Resident or Apprentice (as the case may be) defaults or otherwise terminates their employment prior to the expiry of the 26 week period referred to in paragraphs 2.1.1 and 2.1.3

above (or such other time periods agreed in writing by the Council), subject to the Owner always alerting the Council immediately of any Resident or Apprentice defaulting or otherwise terminating their employment and taking any steps reasonably required by the Council.

THIRD SCHEDULE

TRAVEL PLAN

1. DEFINITIONS

In this Schedule in addition to the definitions in clause 1.1 the following words and expressions have the following meanings:

Words and Expressions	Meanings
"Annual Review(s)"	means reviews by the Owner / College Travel Plan Co-Ordinator of performance against the Approved College Travel Plan, identifying recommendations and suggested methods to improve and encourage sustainable transport to and from the Development by staff and users / students;
"College Travel Plan"	means a plan in accordance with the London Plan policy and guidance: (a) setting out ways to encourage sustainable transport to and from the Development by staff and users / students; (b) containing amongst other things the provision of welcome induction packs to staff and users / students of the Development containing public transport and cycling/walking information, available bus/rail/tube services, map and timetables, the location of showers and lockers, and the Mayor of London's Women's Night Safety Charter; and (c) setting out details of Annual Reviews to be undertaken and the format of such Annual Reviews

Words and Expressions	Meanings
"College Travel Plan Co-Ordinator"	means a person appointed to liaise with the Council in the submission and agreement of the College Travel Plan and on compliance therewith and to be responsible for promoting the College Travel Plan to Occupiers of the Development;
"College Travel Plan Monitoring Contribution"	Means the sum of £3,000 THREE THOUSAND POUNDS (Index Linked) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the College Travel Plan.

- 1.1 No less than 6 (six) months prior to the Occupation Date to submit a College Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the College Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the College 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 College Travel Plan (**"the Approved College Travel Plan"**).
- 1.2 The Owner agrees to pay the College Travel Plan Monitoring Contribution on or prior to the submission of the College Travel Plan pursuant to paragraph 1.1.
- 1.3 The Approved College Travel Plan shall be made available online with physical packs available on request by any students or staff.
- 1.4 No less than 6 (six) months prior to the Occupation Date to appoint the College Travel Plan Co-Ordinator.
- 1.5 To undertake and submit the first Annual Review to the Council for its written approval 6 (six) months following first Occupation of the Development (the **"6th Month Review Date"**) and to thereafter submit Annual Reviews to the Council for its written approval on each anniversary of the 6th Month Review Date for a minimum of 3 years following the 6th Month Review Date and following such

reviews to make such amendments to the Approved College Travel Plan as may be required by the Council.

- 1.6 The procure that the College Travel Plan Coordinator shall work in collaboration with the Council to conduct Annual Reviews of the Approved College Travel Plan.
- 1.7 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved College Travel Plan (as may be amended from time to time in accordance with paragraphs 1.2 and 1.5).
- 1.8 To carry out and comply with the Approved College Travel Plan (as may be amended from time to time in accordance with paragraphs 1.1 and 1.5).

FOURTH SCHEDULE

ENERGY AND DEN

1. DEFINITIONS

In this Schedule in addition to the definitions in clause 1.1 the following words and expressions have the following meanings:

Words and Expressions	Meanings
“Above Ground Works”	works in the course of the construction of the Development pursuant to the Planning Permission which are situated above slab level;
“Approved Metering Strategy”	the strategy approved by the Council pursuant to condition 14 of the Planning Permission;
“Automatic Meter Reading Device(s)”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution calculated after the approval of the Sustainability Review <u>LESS</u> the Base Carbon Offsetting Contribution;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution derived from the Approved Energy Plan;

Words and Expressions	Meanings
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) calculated at the Carbon Offsetting Rate and on the assumption that the Development will not connect to the DEN to be applied to the shortfall (if any) in achieving the Carbon Reduction Target at the Development to be applied by the Council in the implementation of projects to reduce carbon emissions in the Borough and in London to offset the proposed shortfall in meeting London Plan policy;
“Carbon Offsetting Rate”	The sum of TWO THOUSAND EIGHT HUNDRED FIFTY POUNDS ONLY (£2,850-00) (Index Linked) per tonne of carbon dioxide plus a 10% (ten percent) management fee;
“Carbon Reduction Target”	a 100% reduction in carbon emissions from a Building Regulations 2021 Part L compliant building calculated in accordance with the Energy Performance Guidance;
"DEN"	means a district energy network that will serve the Development and/or the surrounding area;
"DEN Provider"	means the Council or a developer or provider of the DEN nominated by the Council provided that the Council has procured that any third party shall use reasonable endeavours to engage with the Owner;

Words and Expressions	Meanings
“Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);
“Energy Plan”	a plan to be submitted to the Council for approval by the Owner in accordance with this Agreement and Condition 11 of the Planning Permission and containing information relating to the Development’s energy requirements and performance and how these will be met and shall comprise the details required by Condition 9 of the Planning Permission and in particular shall include: a) details of the supply of heat and energy to the Development; b) information regarding the performance of the Development’s energy proposals and how these will be met including how the Development will comply with Energy Performance Guidance to achieve the Carbon Reduction Target; c) the amount and calculation of the Carbon Offsetting Contribution (if applicable) anticipated from the data in the submitted Energy Plan; d) demonstration that discussions have been had with a DEN Provider and the term the Approved Energy Plan shall be construed to mean the Energy Plan approved in writing by the Council pursuant to this Schedule;
“Energy Plan and Sustainability Review Costs”	the Council’s reasonable and proper costs incurred in reviewing the submitted Energy Plan and

Words and Expressions	Meanings
	Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the Energy Plan and/or Sustainability Review such costs to be capped at £3,000 (three thousand pounds);
“Energy Strategy”	means the Energy Assessment Report P02 Feb 2024 submitted to the Council as part of the Application;
“Solar PV Monitoring”	the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;
“Sustainability Review”	an assessment to be provided by the Owner in writing for the approval of the Council in accordance with the Planning Permission which shall include an as built detailed energy assessment of the Development prepared in accordance with the Energy Performance Guidance and Council policies which: a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Approved Energy Plan and in particular whether the Carbon Reduction Target has been met at the Development; b) explains and provides evidence to demonstrate whether or not the Development following Occupation complies with London Plan and Council policies; c) calculates and explains the amount of the Carbon Offsetting Contribution (if any) having

Words and Expressions	Meanings
	regard to the data available and supplied as part of this review; d) provides evidence to support (a) to (c) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and e) includes such other information reasonably requested by the Council; and the term the Approved Sustainability Review shall be construed to mean the Sustainability Review approved in writing by the Council pursuant to this Schedule.

2. ENERGY PLAN

The Owner covenants with the Council as follows:

- 2.1 To submit the Energy Plan to the Council for its written approved prior to carrying out any Above Ground Works and not to carry out any Above Ground Works until the Energy Plan has been submitted to and approved by the Council and in the event of any refusal by the Council to approve the Energy Plan the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal.
- 2.2 Not to carry out or Occupy the Development except in accordance with the most recently Approved Energy Plan.
- 2.3 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.
- 2.4 To reimburse the Council the Energy Plan and Sustainability Review Costs insofar as the same are incurred in reviewing the submitted Energy Plan and pay those costs to the Council within 21 Working Days of a demand therefor where

the Council has given reasonable notice to the Owner that such costs are required to provide additional resources where this cannot be met internally by the Council.

- 2.5 If the Approved Energy Plan shows that a Carbon Offsetting Contribution is payable (on the basis that the Carbon Reduction Target is not expected to be met) to pay the Base Carbon Offsetting Contribution plus a 10% (ten percent) management fee prior to Implementation of the Above Ground Works and not to Implement or cause or permit Implementation of the Above Ground Works until the Base Carbon Offsetting Contribution plus a 10% (ten percent) management fee in accordance with the Agreed Energy Plan has been received by the Council and all payments shall be by direct bank transfer to the Council's bank in accordance with clause 7 of this Agreement.

3. SUSTAINABILITY REVIEW

- 3.1 After the Completion Notice Date but before the Occupation Date the Owner shall submit the Sustainability Review to the Council for approval and:
- 3.1.1 in the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal;
- 3.1.2 the Sustainability Review shall be deemed to be approved if the Owner has not received the Council's written approval or written refusal of the Sustainability Review within three months of the Council having confirmed receipt of a complete submission to the Council.
- 3.2 The Owner shall reimburse to the Council the Energy Plan and Sustainability Review Costs insofar as the same are incurred in reviewing the submitted Sustainability Review and pay those costs to Council within 21 Working Days of a demand therefor where the Council has given reasonable notice to the Owner that such costs are required to provide additional resources where this cannot be met internally by the Council. If the Approved Sustainability Review shows

that the Carbon Reduction Target has not been met at the Development the Owner shall pay the Additional Carbon Offsetting Contribution (if the Additional Carbon Offsetting Contribution is more than zero) to the Council in accordance with clause 7.1 of this Agreement before Occupation.

3.3 Unless otherwise agreed with the Council the Owner shall not Occupy or cause or permit Occupation or use of the Development unless and until the Council has:

3.3.1 approved the Sustainability Review in accordance with paragraph 3.1 of this Schedule; and

3.3.2 it has received payment of the Additional Carbon Offsetting Contribution (if any) in accordance with paragraph 3.2 of this Agreement.

3.4 If the Council and the Owner cannot agree the Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph then clause 13 of this Agreement shall apply.

4. **SOLAR PVS**

The Owner shall undertake Solar PV Monitoring for a minimum of 5 (five) years following Occupation and provide the Council with the energy generation data from the Solar PV Monitoring annually.

5. **'BE SEEN' ENERGY PERFORMANCE INDICATORS**

5.1 In this paragraph the terms 'energy performance indicators' and 'Reportable Unit' have the meanings given them in the Be Seen Guidance.

5.2 The Owner shall:

5.2.1 not carry out or cause or permit to be carried out any Above Ground Works until the verified energy performance indicator estimates for each Reportable Unit of the Development in accordance with the Be Seen Guidance have been submitted through the GLA's dedicated portal;

5.2.2 install Automatic Meter Reading Devices in the Development as required by paragraph 6 below;

- 5.2.3 submit updated and verified energy performance indicator estimates in accordance with the Be Seen Guidance to the GLA through its dedicated portal and shall not Occupy or cause or permit the Occupation of the Development until those estimates have been submitted.
- 5.3 One year after the Occupation Date and on each anniversary of this date thereafter for a period of 5 years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the Be Seen Guidance to the GLA via its dedicated portal and where the actual performance differs from the estimated performance, identify the causes and take the necessary mitigation measures to improve performance to the Council's reasonable satisfaction.

6. METERING STRATEGY

- 6.1 On or prior to Occupation of the Property the Owner shall ensure that Automatic Meter Reading Devices required by the Approved Metering Strategy are installed and in operation at the Property and provide the Council with evidence to demonstrate that this paragraph has been complied with and not to Occupy or permit the Occupation of the Property until the Automatic Meter Reading Devices have been installed and are in operation.

**FIFTH 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

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

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

.....
Authorised Officer

EXECUTED AS A DEED by

Capital City College Group acting by two directors or a director and the company secretary:

Director
Name.....

Director/Secretary
Name.....