Finance and Resources' directorate
Taryn Eves Corporate Director of Finance and Resources

Haringey LONDON

Rob Krzyszowski
Director of Planning and Building Standards

Date: 02 June 2026
Your ref: HGY/2025/3156
Our ref: HGY/2025/3156
Direct dial: 020 8489 1784
Email: Jonathan.Kirby@haringey.gov.uk

Dear Mr Krzyszowski

Re: LETTER AS AN ALTERNATIVE TO A SECTION 106 AGREEMENT FOR USE WHERE COUNCIL IS THE LANDOWNER

Block 2 to 240, Tiverton Road, Tottenham, London N15

PLANNING APPLICATION REFERENCE: HGY/2025/3156

(A) The Planning Sub-committee resolved on 5th March 2026 to grant planning permission ref: **HGY/2025/1220** for:

Development of the site to provide 17 new residential council homes arranged across two 4-storey blocks; together with associated communal amenity space, private outdoor space, landscaping, cycle parking, and refuse storage.

(B) The resolution to grant planning permission was subject to planning conditions and to securing other planning matters and community benefits that cannot be secured by planning conditions but are required to address the planning impacts of the Development. These matters would normally be set out in an agreement under Section 106 of the Town and Country Planning Act 1990. Such an agreement in relation to this application cannot be entered into as the Council is both the applicant for planning permission, the landowner of the Property and the local planning authority.

(C) This letter from Jonathan Kirby, Director Capital Projects and Property (DD), to Rob Krzyszowski, Director of Planning and Building Standards (DPBS), therefore secures these matters as specified within the committee report (the Letter).

1. DEFINITIONS

1.1 For the purposes of this Letter the meanings set out above and the following expressions shall have the following meanings:

Expression	Meaning
Above Ground Works	means works in the course of the construction of the Development pursuant to the Planning Permission including works of refurbishment or conversion which are carried out above slab level of each block at the Development;
Act	the Town and Country Planning Act 1990;
"Additional Carbon Offsetting Contribution"	the Carbon Offsetting Contribution calculated and agreed after the approval of the detailed as built energy assessment carried out in accordance with condition 12 (Sustainability Review) of the Planning Permission LESS the Base Carbon Offsetting Contribution;
Affordable Housing	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 Social Rented Housing only;
Allotment and Open Space Management Plan	means a plan that shall include details regarding the management and implementation of measures including financial contribution for tidying and keeping the existing allotments and open space located to the rear of 42-240 Tiverton Road;
Application	the planning application seeking planning permission for the Development bearing reference **HGY/2025/3156**;
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[1] Level 2 or above who must be:

[1] More information about the government policy and guidance can be found at https://www.gov.uk/government/publications/apprenticeships-guide-for-employers and about apprenticeship standards and fees at https://www.instituteforapprenticeships.org

Expression	Meaning
	• 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 standards[2] and the term "**Apprenticeships**" shall be construed accordingly;
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 ONE THOUSAND AND FIVE HUNDRED POUNDS ONLY (£1,500) per Apprentice employed (or who should be employed according to the approved Employment and Skills Plan) during the Construction Phase of the Development;
Assigned Officer	the Council's social value officer assigned by the Council to meet the requirements of the Inclusive Economy Team or such other officer notified from time to time;
"Automatic Meter Reading Device(s)"	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;

[2] More information about the government apprenticeship standards and fees can be found at https://www.instituteforapprenticeships.org/

Expression	Meaning
Base Carbon Offsetting Contribution	50% of the Carbon Offsetting Contribution derived from the calculated contribution at pre-superstructure stage, as agreed pursuant to condition 9 (Energy Strategy) of the Planning Permission, subject to Indexation from the date that condition 9 is discharged by the Council until the date when the Carbon Offsetting Contribution or part thereof is paid;
Borough	the administrative area of the London Borough of Haringey;
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 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 AND FIFTY POUNDS ONLY (£2,850-00) 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 (as at the date of this Letter);
Car Club	a club operated by a Car Club Operator which Occupiers 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	a company that is accredited by Carplus to operate a Car Club, or such other company operating a Car Club as is approved by with the DPBS in writing;

Expression	Meaning
Completion Notice Date	the date when the DPBS (acting reasonably and without delay) confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Letter to their satisfaction;
Contractor	any person or persons or body (corporate or otherwise) that has contracted with the Council to carry out the Development and where the context so requires shall include any sub-contractor whether employed directly by the Council or by the Contractor;
Construction Partnerships	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the DPBS to the DD from time to time;
"Construction Logistics and Management Plan"	means a plan to be submitted by the DD to the DPBS which sets out the measures that the DD will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices to ensure that the construction of the Development during the Construction Phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network;
"Construction Logistics and Management Plan Monitoring Contribution"	the sum of FIFTEEN THOUSAND POUNDS ONLY (£15,000) to be paid by the DD to the DPBS in respect of the Council's costs of monitoring the Construction Logistics and Management Plan;
Construction Phase	the period from the Implementation Date until the Completion Notice Date for the Development;
Council	the local authority of the London Borough of Haringey;
Design and Quality Standards	the standards for new homes in London published by the Greater London Authority and set out in policy D6 of the London Plan published in March 2021 and the Housing Supplementary

Expression	Meaning
	Planning Guidance published in May 2016 or any updating guidance;
Development	as set out at recital (A) above;
Direction on Rent Standard	means the direction given by the Secretary of State to the Regulator in relation to rent pursuant to section 197 of the Housing and Regeneration Act 2008 and which at of this Letter is dated April 2026 and any replacement thereof;
Employment and Skills Lead	a dedicated resource (which for the avoidance of doubt could be an employee of the DD or of a Contractor or an agent appointed by the DD to carry out the Development) identified to the DPBS pursuant to paragraph 5 below who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan and local supplier growth during the Construction Phase;
Employment and Skills Plan	the plan to be submitted to the DPBS and containing the information outlined under paragraph 5.1;
Employment and Skills Service 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 DPBS to the DD from time to time;
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;
Energy Performance Guidance	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);

Expression	Meaning
Energy Plan	a review of the Energy Strategy to be submitted to the Council by the DD for the Development for approval in accordance with the condition 9 (Energy Strategy) of the Planning Permission and containing information relating to the energy requirements and performance of the Development and how these will be met and in addition and in particular the amount and calculation of the Carbon Offsetting Contribution;
Energy Strategy	the strategy submitted as part of the Application;
GLA	the Greater London Authority or any successor in statutory function;
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;
Highway Works	the highway works shown on the Highway Works Plan including, but without limitation: 1. Removal of existing vehicle crossover from Tiverton Road; 2. Installation of layby along the Tiverton Road frontage, to accommodate a loading bay and blue badge bay, along with associated lining and signage; 3. Installation of drop-kerb within the loading bay to allow for the transfer of bins from footway to carriageway; 4. Implementation of traffic regulation orders to secure the operation of the loading bay and blue badge bay; 5. The delivery of a 2-metre footway to the rear of the loading bay, with the full footway width to be offered for adoption where it encroaches into the site; 6. Associated highway drainage and utilities works; 7. Associated streetlight works; and 8. Construction of new pedestrian crossings to the Property;

Expression	Meaning
Highway Works Specification	a detailed technical specification including detailed drawings prepared in line with the indicators in the Council's Healthy Streets document showing the location and extent of the Highway Works and lighting improvements, construction details together with Stage 1 and 2 road safety audit and existing conditions surveys;
Inclusive Economy Team	the Council's team responsible for inclusive economy, which encompasses policies, strategies, commissioning and compliance related to employment, skills training and local business growth;
the Implementation Date	the date of 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; • site surveys; • works of archaeological or ground investigation; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any temporary means of enclosure, fencing or hoarding; • the temporary display of site notices or advertisements; • the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development;

Expression	Meaning
	• the laying removal or diversion of services; • the provision of construction compounds; and **"Implement" "Implemented"** and **"Implementing"** or any other derivation of this term shall be construed accordingly;
Index	the All-Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the DPBS in the event that the All Items Index of Retail Prices becomes no longer maintained and 'Indexation' shall be construed as meaning increased in accordance with the increase (if any) in the Index from the date of calculation until any payment is due;
Local Businesses	a business, including small to medium sized enterprises operating within the Borough;
London Living Wage	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough[3];
Occupation Date	the date on which any part of the Development is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;
Occupier(s)	any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development;

[3] More information can be found at https://www.livingwage.org.uk/

Expression	Meaning
Off-site Highways and Landscaping Works	the sum of TWENTY THOUSAND POUNDS £20,000 ONLY as a contribution towards the cost of undertaking off-site highway and landscaping works;
One-Way System Plan	means a plan that shall include details regarding the management and implementation of a one-way system on the estate whereby all vehicles access the re-arranged car park and refuse collection point from the vehicular access point adjacent to Block B and exit to Tiverton Road adjacent to Block A including appropriate signage and speed limit of 5 mph;
Pedestrian Wayfinding Contribution	a contribution towards signage to and from the Development to encourage sustainable and active travel in the sum of TEN THOUSAND POUNDS £10,000 ONLY;
the Plan	the plan annexed as the First Schedule to this Letter;
Planning Permission	the planning permission for the Development pursuant to the Application;
Project Architect	means Bubble Architects of Studio 401, The Busworks, 39-41 North Road, London N7 9DP (or such other architect as may be approved in writing by the Council) acting as design guardian for the Development and ensuring adherence to its design principles in accordance with approved plans;
the Property	the land and premises known as Tiverton Estate, Tiverton Road, Tottenham N15 6RRcontained in title numbers AGL104503 and AGL125617 and AGL555521 and MX127120 and MX1738 and MX1739 and MX1740 and MX1741 and MX1742 and MX246134 and MX258720 and MX274358 and MX300054 and MX336316 and MX339288 and MX353888 and MX356417 and MX415702 and MX421055 and MX421056 and MX421340 and MX427353 and MX427354 and MX438317and MX46510 and MX46531 and MX50958 and MX51727 and MX94910 and P24428 registered at

Expression	Meaning
	HM Land Registry shown indicatively edged with a thick red line on the Plan;
Protected Tenant	any tenant of an Affordable Housing unit who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing unit; or (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing unit;
Rent Standard	means the rent standard for Social Rented Housing set by the Regulator (including any associated explanatory notes, statements or policy guidance) from time to time pursuant to a Direction on the Rent Standard;
Resident	a person who is a resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term Residents shall be construed accordingly;
Residential Unit(s)	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;
Resident's Parking Permit	a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
Skills 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[4];

4 For further information, visit https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide

Expression	Meaning
Social Rented Housing	rented housing owned and managed by the Council provided to eligible households whose needs are not met by the market and which housing should meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices;
SPD	the supplementary planning guidance entitled 'Planning Obligations' adopted by the Council in March 2018 and includes any amendment or replacement thereof;
STEM and Career Education Activities	programmes that develop long-term relationships with local organisations with the aim of 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 Inclusive Economy Team as part of the Employment and Skills Plan;
Sustainability Review	a review of the Approved Energy Plan to be submitted to the DPBS by the DD for the Development in accordance with condition 12 (Sustainability Review) of the Planning Permission and containing information relating to the energy requirements and performance of the Development and in particular shall include the amount and calculation of the Additional Carbon Offsetting Contribution (if any);
Formula Rents	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
Traffic Management Order	the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which

Expression	Meaning
	establishes a controlled parking zone in which the Property is situated;
Traffic Management Order Contribution	FOUR THOUSAND POUNDS ONLY (£4,000) as a contribution to the costs of amending the Traffic Management Order to remove the Development from those premises the residents of which should have the automatic right to apply for a Resident's Parking Permit;
Travel Plan	a plan: (a) setting out ways to encourage sustainable transport to and from the Development; (b) setting out ways to achieve an 8% cycle mode share by the 5th anniversary of the Occupation Date; (c) to provide real time travel information terminals at strategic points within the Development; and (d) containing amongst other things the provision of welcome residential induction packs to Occupiers containing public transport and cycling/walking information, available bus/rail/tube services, map and timetables in accordance with the London Plan; (e) timetable for implementing all of the measures identified in such plan;
Travel Plan Co-Ordinator	a person appointed to liaise with the DPBS in the submission and agreement of the Travel Plan and on compliance therewith and to be responsible for promoting the Travel Plan to Occupiers of the Development;
Travel Plan Monitoring Contribution	FIVE THOUSAND POUNDS (£5,000) as a contribution to the costs of monitoring the operation of the Travel Plan;
Welcome Pack	a set of guides and documents forming a welcome induction pack for Occupiers of the Development prepared by the Travel Plan

Expression	Meaning
	Co-ordinator and approved by the Council that contains amongst other things details about available public transport and cycling/walking information, available bus/rail/tube services, map and timetables;
Working Days	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday;
"Work Experience"	positions for students and learners based in the Borough to undertake work experience for a minimum of five (5) Working Days and maximum of twenty (20) hours per week; and
Work Placements	positions for Residents who are not in education or training to undertake work for a minimum of five (5) Working Days (35 hours) to include pre-employment placements.

2. GENERAL

2.1 This Letter shall be noted on the local land charge register against the Property.

2.2 The DD confirms that any amounts due under this Letter shall otherwise specifically stated otherwise be:

2.2.1 increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Letter to the date that the relevant contribution is transferred; and

2.2.2 subject to Interest charged from the date the sum is due until the date the transfer is made.

2.3 The DD will not carry out continue or procure the Development without performing and observing or procure the performance of the obligations stipulations and other matters set out in this Letter and on the part of the DD to be performed and observed unless otherwise agreed in writing by the DPBS.

2.4 That in the event of the transfer of the Property or part of the Property from the Council to another party the DD will ensure that an agreement in the form of and compliant with section 106 of the Act is entered into to the satisfaction of the DPBS to secure obligations in the same or substantially similar terms as set out in this Letter and will not authorise Legal Services to complete any Transfer until that agreement has been

entered into PROVIDED THAT this shall not apply to any Transfer to a Protected Tenant.

2.5 The DD confirms that although this letter is from and signed by the current DD on behalf of the Directorate of Finance and Resources it is intended to apply to and be given on behalf of that directorate and any subsequent directorate of the Council responsible for the functions currently discharged by the Finance and Resources directorate.

2.6 The DD also confirms that the commitments given in this Letter are intended to be given not only to the current DPBS but also to any subsequent directorate of the Council that is responsible for the functions currently discharged by the current DPBS.

3. THE CONTRIBUTIONS

The DD undertakes as follows:

3.1 No later than the Implementation Date to transfer to the appropriate income code as directed by the DPBS:

3.1.1 the Construction Logistics and Management Plan Monitoring Contribution;

3.1.2 Off-site Highways and Landscaping Works;

3.1.3 the Pedestrian Wayfinding Contribution

3.1.4 the Traffic Management Order Contribution; and

3.1.5 the Travel Plan Monitoring Contribution.

3.2 Not to:

3.2.1 Implement, cause or permit Implementation of the Development;

3.2.2 Occupy or cause or permit the Occupation of the Development or any part thereof; or

3.2.3 use or cause or permit the use of the Development or any part thereof;

until such time as the DPBS has received payment in full of the contributions listed at 0 above.

4. AFFORDABLE HOUSING

The DD undertakes as follows:

4.1 Prior to the Implementation Date to provide to the DPBS a plan showing the location and number of bedrooms of each Residential Unit and which shall also demonstrate

that all of the Residential Units are Social Rented Housing units ("the Affordable Housing Plan").

4.2 If the DPBS shall notify the DD within 10 (ten) Working Days that the DPBS is not satisfied with the proposed location and number of bedrooms of each Social Rent Unit. together with the reasons for that decision, the DD shall provide an amended London Housing Plan that takes account of the reasons given by the DPBS.

4.3 The Development shall not be Implemented until the Affordable Housing Plan has been approved by the DPBS and thereafter if the Development is carried out the Social Rented Housing units shall be provided and used in accordance with the Planning Permission and the Affordable Housing Plan.

4.4 To provide the Residential Units in accordance with the Planning Permission.

4.5 To use the Residential Units as Affordable Housing and to ensure that they will be used solely for that purpose in perpetuity (subject to paragraph 4.7 below).

4.6 That the Residential Units therein shall be designed and constructed in accordance with Design and Quality Standards.

4.7 The Residential Units will not be Occupied for any other use other than as Affordable Housing in accordance with this Letter for the lifetime of this Development with the exception of Occupation of any Residential Units by 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.

5. EMPLOYMENT AND SKILLS

The DD undertakes as follows:

5.1 No later than twenty-eight (28) days prior to the anticipated Implementation Date, to submit (or procure that the Employment and Skills Lead submits) to the DPBS an Employment and Skills Plan for the Development to include a detailed construction programme, procurement schedule, recruitment protocols, local opportunities and labour histogram and timelines setting out how the DD will achieve the following requirements during the Construction Phase, and in the event of any refusal by the DPBS to approve the Employment and Skills Plan the DD shall before invoking the provisions of paragraph 13 have regard to the DPBS's reasonable reasons for such refusal and resubmit an amended Employment and Skills Plan having regard to the DPBS's reasonable reasons for refusal:

5.1.1 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 employed for a minimum of 26 weeks pursuant to a contract of employment;

5.1.2 the provision of Skills Training to twenty five percent (25%) of the Residents referred to in paragraph 5.1.1 above;

5.1.3 the employment of full-time apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of 10% of the construction workforce at its anticipated maximum provision on site, such apprentices to be:

(a) nominated by the Haringey Works Team;

(b) employed EITHER:

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

(ii) until the end of the Apprenticeship if recruited directly;

(c) paid at no less than London Living Wage; and

(d) supported in their training and qualification to a minimum of NVQ Level 2;

5.1.4 explaining how the DD and the Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Service 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 from the Development during the Construction Phase; SAVE THAT in the event the Haringey Works Team or Employment and Skills Service Providers are not able to refer a Resident for a job or apprenticeship within 10 Working Days from the date the vacancy for that role is submitted to the DPBS and approved in writing the Contractor shall be free to recruit for that role from other sources;

5.1.5 not less than ten percent (10%) of the total construction spend on goods, products and services during each Construction Phase to be spent with Local Businesses;

5.1.6 the provision of at least 1 (one) meet the buyer event or 1 (one) supplier engagement activity per Construction Phase to help local suppliers which are based in the Borough and Local Businesses 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;

5.1.7 the provision of Work Placements the number of which to be agreed with the Assigned Officer) having regard to the cost of constructing the Development;

5.1.8 the provision of Work Experience, the number of which to be agreed with the Assigned Officer having regard to the cost of constructing the Development;

5.1.9 provision of no fewer than FIVE (5) STEM and Career Educational Activities, the format of such sessions to be agreed with the Assigned Officer;

5.1.10 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 facilitated 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, homelessness, care leavers and neuro diverse individuals;

5.1.11 sufficient information to enable the DPBS to assess the quantum of the Apprenticeship Support Contribution is payable;

5.1.12 how the Assigned Officer is to be provided with such information as required on a monthly basis to ensure compliance with the Employment and Skill 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 to the DPBS directly by the DD or the Contractor in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified;

5.1.13 a final review meeting to be held no later than twenty-eight (28) days prior to the anticipated date of construction of completed Development with all information and supporting evidence required by the DPBS being submitted 10 Working Days before that meeting to the Council. Any evidence submitted after the final review meeting shall not be accepted, unless agreed in writing by the Council's appointed officer;

5.1.14 the steps that the Owner (its Contractors and agents) shall take to secure that all evidence relating to the compliance with the Employment and Skills is retained until a final employment and skills plan compliance report is issuance in writing by the Council which shall be provided to the Council with five Working Days of a written request for the same; and

5.1.15 how the DD shall ensure that it shall obtain consent from all employees Contractors and agents to ensure that the information required under

paragraph 5.1.12 above can be provided to the DPBS in compliance with all data protection legislation and other statutory requirements.

5.2 Not to Implement or cause or permit Implementation unless and until the Employment and Skills Plan has been approved by the DPBS and not to carry out the Development otherwise than in accordance with the approved Employment and Skills Plan (as may be amended from time to time in accordance with paragraph 5.7).

5.3 To notify all contractors, sub-contractors and agents employed during the Construction Phase of the approved Employment and Skills Plan and procure that they comply with measures set out in the said Plan and the obligations set out within this paragraph 5.

5.4 No later than the Implementation Date to transfer to the appropriate income code as directed by the DPBS the Apprenticeship Support Contribution and not Implement or cause or permit Implementation or Occupy or cause or permit the Occupation unless and until the Apprenticeship Support Contribution has been received in full by the DPBS.

5.5 To have the Contractor commit a named senior level officer 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 Service Providers to:

5.5.1 meet the requirements of the approved Employment and Skills Plan, the Construction Partnership and the obligations set out in this paragraph 5; and

5.5.2 to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development in accordance with the approved Employment and Skills Plan PROVIDED THAT the DD 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.

5.6 Not to Implement or cause or permit the Implementation unless and until the DPBS has been informed of the name and contact details of the officer appointed as the Employment and Skills Lead pursuant to paragraph 5.4.

5.7 In the event that the DPBS determines that the target set in 5.1.1 above is not met in accordance with the approved Employment and Skills Plan then the DD shall meet with the Assigned Officer to review the approved Employment and Skills Plan to identify and agree measures to achieve the relevant target and such meeting to take place within 10 Working Days of the date of a written request from the Assigned Officer to meet.

5.8 In the event that the DPBS determines that the number of apprenticeships has not been delivered in accordance with paragraph 5.1.2 and the approved Employment and Skills Plan then the DD shall secure a payment from the Contractor of £26,000 per full time Apprentice not employed in accordance with paragraph 5.1.2 to the support of apprenticeships and such amount shall be paid within 15 Working days of receipt of written demand from the DPBS.

5.9 In the event that the DPBS determines that the number of Residents employed is less than in accordance with paragraph 5.1.1 above and the approved Employment and Skills Plan then the DD shall secure a payment from the Contractor to the DPBS in the sum of £4,400 per Resident not so employed to fund measures to support the training and employment of Residents who experience difficulties and barriers in securing employment to be paid within 15 Working days of written demand from the DPBS.

5.10 To state clearly in tender documentation, prepared or distributed to interested Contractors that they will be required to observe and comply with these obligations in this paragraph 5 and will be required to engage with the DPBS in respect of the performance of the obligations under this paragraph 5.

6. HIGHWAY WORKS

The DD undertakes as follows:

6.1 Not be Implement, cause or permit Implementation of the Development until:

6.1.1 a Highway Works Specification has been submitted to and approved by the Council; and

6.1.2 an agreement made pursuant to Section 278 of the 1980 Act has been entered into with the Contractor to ensure the Highway Works are completed in accordance with the Highway Works Specification and provisions of that agreement.

7. TRAVEL PLAN

The DD undertakes as follows:

7.1 No less than 6 (six) months prior to the anticipated Occupation Date to submit a Travel Plan to the DPBS for approval and not to Occupy or cause or permit Occupation until the DPBS approves the Travel Plan.

7.2 No less than 6 (six) months prior to the anticipated Occupation Date to appoint the Travel Plan Co-Ordinator.

7.3 Not to Occupy or cause or permit Occupation otherwise than in accordance with the approved Travel Plan (as may be amended from time to time in accordance with paragraph 7.4).

7.4 To carry out and comply with the approved Travel Plan (as may be amended from time to time in accordance with paragraph 7.4).

7.5 To work in collaboration with the DPBS to conduct annual reviews for a minimum of 5 years within 5 Working Days of each anniversary of the Occupation Date or approval of the Travel Plan (whichever is the later) including the undertaking of resident travel surveys in years 1, 3 and 5 to monitor and track progress of the Travel Plan in meeting and exceeding targets and following such reviews secure such amendments to the approved Travel Plan as may be reasonably required by the DPBS.

8. CAR CLUB

The DD undertakes as follows:

8.1 To liaise with a Car Club Operator and use all reasonable endeavours to establish a Car Club in the vicinity of the Development and to secure access to a minimum of two (2) car parking bays for the Car Club.

8.2 To ensure that Residents are offered free membership of a Car Club for a period of five years from their Occupation of their Residential Unit PROVIDED THAT during this five-year period the DD shall not be obliged to require the Car Club Operator to offer memberships to more than two (2) Occupiers of each Residential Unit.

8.3 In the event a Car Club is established, to pay the Car Club Operator a credit of ONE HUNDRED POUNDS (£100.00) per annum for a period of five years from the Occupation Date in respect of each Residential Unit to the Occupiers of each Residential Unit up to a maximum of two (2).

8.4 For five years from the Occupation Date of each Residential Unit to provide marketing literature to the residents of each Residential Unit this marketing literature to include reference to the incentives detailed in paragraphs 8.2 to 8.3 above.

8.5 To provide evidence of compliance with the provisions of this paragraph 8 to the Council's Transportation Planning Team when asked to do so and not to Occupy or cause or permit Occupation until the DPBS has confirmed in writing that it is satisfied that the Car Club has been provided or, if not, that the DD used all reasonable endeavours to establish a Car Club and therefore all the related provisions of this Letter have been complied with.

9. ENERGY

The DD undertakes as follows:

9.1 To reimburse the Council its reasonable and proper costs incurred in reviewing the submitted Energy Plan including the costs of any independent consultant engaged by the Council to review and verify the Energy Plan and shall credit the appropriate income code with those costs within twenty-one (21) Working Days of a demand therefor.

9.2 If the approved Energy Plan shows that the Carbon Reduction Target is not expected to be met in respect of a block at the Development then the DD shall pay the Base Carbon Offsetting Contribution to the DPBS before carrying out any Above Ground Works relating to the Development.

10. SUSTAINABILITY REVIEW

The DD undertakes as follows:

10.1 If the Sustainability Review for the Development approved pursuant to condition 12 (Sustainability Review) of the Planning Permission (the "approved Sustainability Review) shows that the Carbon Reduction Target has not been met for the Development the DD shall pay the Additional Carbon Offsetting Contribution (if the Additional Carbon Offsetting Contribution is more than zero) to the Council within 21 days of the date of the approved Sustainability Review but in any event before Occupation of any Residential Unit within the relevant block at the Development.

10.2 To reimburse the Council its reasonable and proper costs incurred in reviewing the submitted Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the Sustainability Review and shall credit the appropriate income code with those costs within twenty-one (21) Working Days of a demand therefor.

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

10.3.1 approved the Sustainability Review in accordance with condition 12 (Sustainability Review) of the Planning Permission; and

10.3.2 the Additional Carbon Offsetting Contribution (if any) has been credited to the appropriate cost code.

11. CAR-FREE DEVELOPMENT

The DD undertakes as follows:

11.1 The Property will not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 11.5.

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

11.3 Prior to the Occupation of each Residential Unit any Occupier shall be informed by the DD of the contents of this Letter and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council and any disposal 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 paragraphs 11.1 and 11.2 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.".

11.4 Any advertisement in relation to the marketing or sale of any Residential Unit within the Development is to include specific reference that the Development is subject to the restrictions in this paragraph 11.

11.5 The restrictions in paragraphs 11.1-11.4 shall not apply in respect of any Occupier or Resident of the Development who is a Blue Badge Holder.

12. WELCOME PACK

The DD undertakes as follows:

12.1 No less than 3 (three) months prior to the anticipated Occupation of the Development the DD shall submit a draft of the Welcome Pack to the Council for approval and in the

event of any refusal by the Council to approve the Welcome Pack the DD have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Welcome Pack having regard to the Council's reasonable reasons for refusal.

12.2 Not to Occupy the Development until and unless the Welcome Pack to be submitted to the Council pursuant to paragraph 12.1 has been approved by the Council in writing.

12.3 To provide the Welcome Pack as approved by the Council to each Occupier of the Development immediately after such person or organisation takes up Occupation.

13. CONSTRUCTION LOGISTICS AND MANAGEMENT PLAN

The DD undertakes as follows:

13.1 Within 6 (six) months of Implementation the DD shall submit a draft of the Construction Logistics and Management Plan to the DPBS for approval and in the event of any refusal by the Council to approve the Construction Logistics and Management Plan the Owner shall before invoking the provisions of paragraph 15 have regard to the DPBS's reasonable reasons for such refusal and resubmit an amended draft Construction Logistics and Management Plan having had regard to the DPBS's reasonable reasons for refusal.

13.2 Not to construct or cause or permit the construction of the Development otherwise than in accordance with the Construction Logistics and Management Plan approved pursuant to paragraph 13.1.

14. ARCHITECT RETENTION (DESIGN GUARDIAN)

The DD undertakes as follows:

14.1 To ensure that the Project Architect continues to be involved with the Development as design guardian throughout the Construction Phase, except where the Project Architect has ceased trading.

14.2 Not to submit any drawings relating to details of the design of the Development that are required to be submitted pursuant to conditions of the Planning Permission unless such drawings have been prepared or overseen, and agreed in writing by the Project Architect.

15. ONE-WAY SYSTEM

The DD undertakes as follows:

15.1 Within 6 (six) months of Implementation the Owner shall submit a draft of the One-Way System Plan to the Council for approval and in the event of any refusal by the Council to approve the One-Way System Plan the Owner shall before invoking the provisions of paragraph 17 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft One-Way System Plan having regard to the Council's reasonable reasons for refusal.

15.2 Not to Occupy or cause or permit Occupation of any part Development otherwise than in accordance with the One-Way System Plan approved pursuant to paragraph 15.1.

16. ALLOTMENT AND OPEN SPACE MANAGEMENT PLAN

16.1 Within 6 (six) months of Implementation the Owner shall submit a draft of the Allotment and Open Space Management Plan to the Council for approval and in the event of any refusal by the Council to approve the Allotment and Open Space Management Plan the Owner shall before invoking the provisions of paragraph 17 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Allotment and Open Space Management Plan having regard to the Council's reasonable reasons for refusal.

16.2 Not to Occupy or cause or permit Occupation of any part Development otherwise than in accordance with the Allotment and Open Space Management Plan approved pursuant to paragraph 16.1.

17. DISPUTES AND NON-COMPLIANCE

In the event that:

17.1 any provision herein requires agreement between the DD and DPBS or requires the approval of the DPBS or any other officer, but agreement cannot be reached or approval is withheld; or

17.2 any non-compliance and/or breaches of the commitments herein cannot be resolved through discussions between DD and DPBS;

the DD consents to such issue being referred to the Chief Executive for resolution and will abide by the Chief Executive's decision.

18. MONITORING

The DD agrees to secure the transfer to the appropriate account of the DPBS's monitoring costs of TWO THOUSAND TWO HUNDRED POUNDS (£2,200) and BNG monitoring costs of SIX THOUSAND THREE HUNDRED AND EIGHTY POUNDS (£6,380) and legal costs on or prior to the date of this Letter.

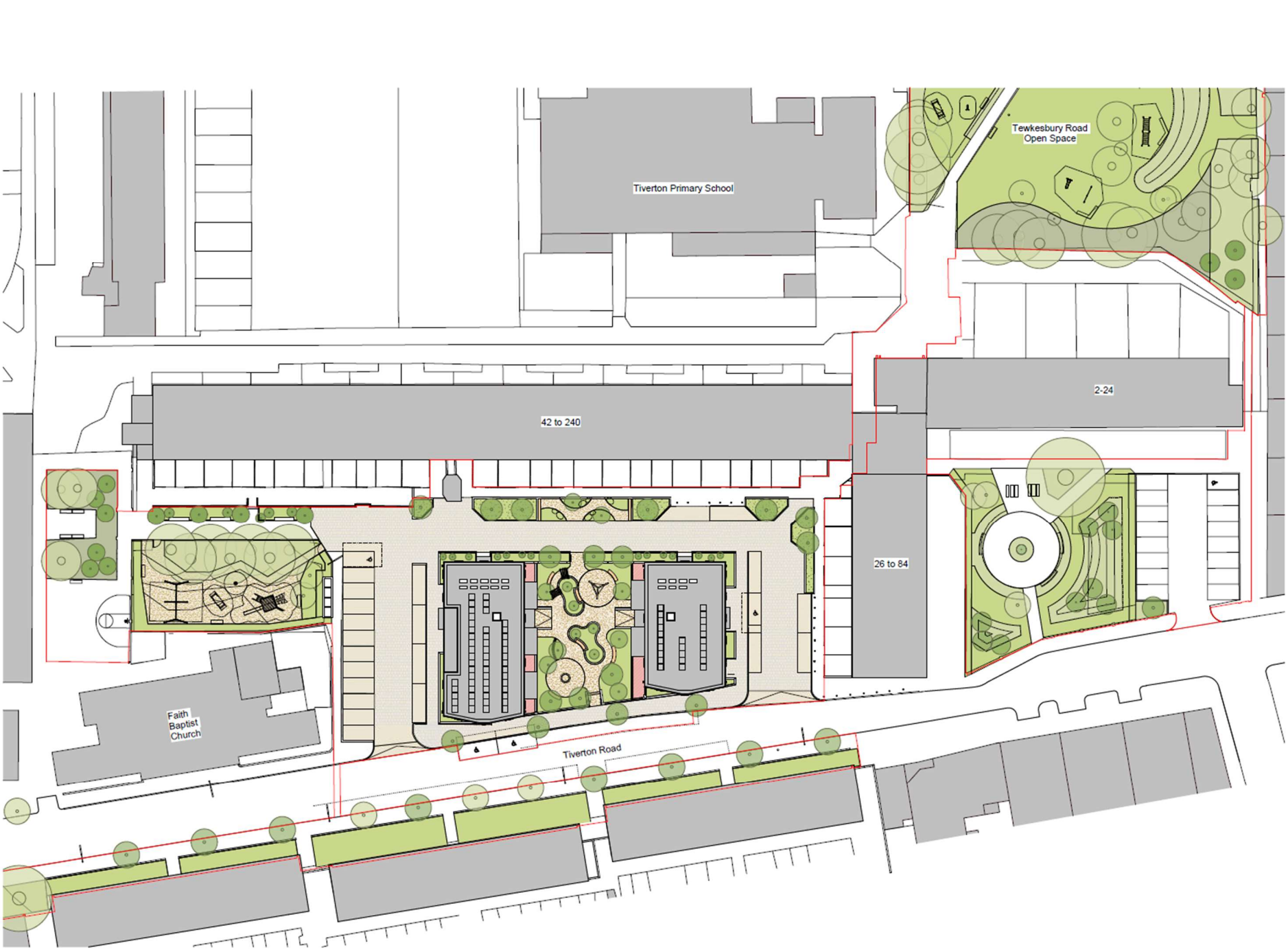
Yours sincerely,



Jonathan Kirby
Director Capital Projects and Property
on behalf of the Directorate of Finance and Resources

FIRST SCHEDULE

The Plan



NOTES A0

DO NOT SCALE FROM THIS DRAWING.
ALL DIMENSION TO BE CHECKED ON SITE.
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KEY

Site Boundary

REV	NOTE	DRN	DATE
J	Green Roof omitted; 15 new trees	AG	10.11.2026
H	Full Planning Application	AG	17.10.2026
G	Boundary line revised WIP	PA	01.10.2026
F	DRP 3 set	AG	16.09.2026
E	Issue to Traffic Consultants	AG	22.09.2026
D	Revised Block B Flat 1,3,5,6 layout and structural wall; landscape layout.	AG	18.08.2026
C	Full set issue to design team	AG	11.07.2026
B	Block B increased; Flat B1 duplex omitted and replaced with 2 x no Flats; generally Flats layout adjusted	AG	19.05.2026
A	Pre-App issue	AG	02.05.2026
-	Pre-Application draft issue	PA	30.04.2026

SCALE	DATE	DRN	CHK
1:200@A0	26.03.2025	AG	MH

PROJECT
Tiverton Estate, Haringey, London, N15 6RS

DRAWING
Proposed Site Plan

bubble architects
STUDIO 401 THE BUSWORKS
39-41 NORTH ROAD
LONDON N7 9DP
WWW.BUBBLEARCHITECTS.CO.UK

JOB NO	DRAWING NO	REV
024052	P-Si-D-002B	J