

DATED 20th February 2025

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

and

(2) VERITY TRUSTEES LIMITED

AGREEMENT RELATING TO LAND KNOWN AS

LAND AND BUILDINGS ON THE WEST SIDE OF QUEEN STREET, TOTTENHAM

**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
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/JXF/77711
Planning Ref: HGY/2024/1203

DATE 20th February

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
- (2) **VERITY TRUSTEES LIMITED** of 5th Floor 3 South Brook Street, Leeds, England, LS10 1FT ("Owner") of the second part

RECITALS

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number NGL445862.
- III. The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- IV. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following execution of the Agreement to grant the Planning Permission.
- V. 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.
- VI. As the local Highway Authority, the Council considers the Highway Works (as defined in the Fifth Schedule) to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

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:

"1972 Act"	means the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"1980 Act"	means the Highways Act 1980;
"2011 Act"	means the Localism Act 2011;
"the Act"	means the Town and Country Planning Act 1990;
"Agreement"	means the Agreement herein evidenced by this deed;
"the Application"	means the planning application seeking planning permission for the Development bearing reference HGY/2024/1203;
"Borough"	means the administrative area of the London Borough of Haringey;
"Completion Notice Date"	the date when the Council having received from the Owner pursuant to clause 7.3 written notification that a Unit or the Development (as the case may be) has been completed in accordance with the Planning Permission and "Completion Notice" shall be construed as the written confirmation thereof issued by the Council;
"Contributions"	means the Apprenticeship Support Contribution, the Carbon Offsetting Contribution, the Construction Logistics and Management Plan Contribution, the Skills Contribution and the Travel Plan Monitoring Contribution, each of which is a "Contribution";

“the Development”

means development of the Property consisting of the redevelopment of the Property for industrial and warehousing purposes (within Use Classes E(g)(ii), E(g)(iii), B2 and B8), with ancillary office accommodation together with access, service yard, car and cycle parking, landscaping, construction of a new substation, boundary treatments and other related works including demolition in accordance with the documents submitted with the Application and the Planning Permission;

“Due Date”

the date upon which any payment due under any of the provisions of this Agreement is to be made;

“GLA”

means the Greater London Authority or any successor in statutory function;

“Index”

means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained and “Indexation” shall be construed as set out in clause 8.2;

"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 Agreement and for no other purpose) operations consisting of:

- 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;
- provision of temporary buildings, moveable structures, works, plant or machinery associated with construction of the Development;
- the temporary display of site notices or advertisements;

and "Implement" "Implemented" "Implementation" and "Implementation Date" or any other derivation of this term shall be construed accordingly;

"Lease"

means the lease dated 29 September 1998 and entered into between the Owner and Booker Belmont Wholesale Limited for a period of 25 years from 29 September 1998 registered at the Land Registry under title number EGL379011;

"London Plan"

means the London Plan published and adopted by the GLA in March 2021 as revised from time to time and "London Plan Policy" or "London Plan Policies" shall be construed as policies set out in the London Plan;

"Occupation Date"

means the date on which any part of the Development (or any part or phase including a Unit) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of security, fitting out or marketing the Development (or any part or phase including a Unit) and the terms "Occupy" and "Occupation" shall be construed accordingly;

"Occupier(s)"	means any person or persons or organisations (whether incorporated or not) 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 security, fitting out or marketing the Development;
"the Parties"	means the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
"Payment Form"	means 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 Sixth Schedule of this Agreement;
"Planning Obligations Monitoring Officer"	means an officer of the Council from time to time allocated to deal with and monitor all obligations;
"the Plan"	means the plan annexed as the First Schedule to this Agreement;
"the Planning Permission"	means the planning permission for the Development pursuant to the Application;
"the Property"	means the land and premises known as 39 Queen Street, Tottenham, London shown indicatively edged in red on the Plan;
"Unit"	means any unit constructed as part of the Development pursuant to the Planning Permission; and
"Working Days"	means any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

1.2 This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 278 of the 1980 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 Where in this Agreement reference is made to any clause, paragraph, schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement.
- 1.9 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 1.10 Any agreement obligation covenant or undertaking contained herein by the Owner which comprise more than one person or entity shall be joint and several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 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 10) 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 It is further agreed that the Council is highways authority for the purposes of the 1980 Act for whom Schedule 5 can be enforced.
- 3.3 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.

- 3.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act.
- 3.6 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 without prior Implementation.

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 this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer with reasonable notice access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.
- 4.2 To observe and perform the obligations and restrictions set out in the Second Schedule (*Travel*), the Third Schedule (*Employment and Skills*), the Fourth Schedule (*Energy and DEN*) and the Fifth Schedule (*Highways Works*).
- 4.3 The Owner further covenants that it shall not Commence Development, including any demolition works, until the Council has confirmed in writing that:
- 4.3.1 The Lease has been surrendered;
- 4.3.2 An application to remove the Lease has been made to HM Land Registry (HMLR); and

- 4.3.3 A solicitor's undertaking has been received from the solicitors dealing with the HMLR application undertaking to respond promptly to requisitions from HMLR confirming that they know of no reason why the application to remove the Lease will not be granted.

5 Council's Covenants

5.1 Purpose of Contributions

- 5.1.1 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 in writing;
- 5.1.2 If any sum or any proportion of a sum paid under this Agreement has not been expended for the purposes specified or agreed between the Owner and the Council within 10 (ten) years of the date of receipt of such sum by the Council then the Council shall repay the same to the person or entity that paid it within 10 (ten) Working Days of a demand therefor;
- 5.1.3 Save in circumstances where clause 5.1.2 applies nothing herein shall oblige the Council to repay any sum or the proportion of any sum already paid to the Council if the Development is Implemented but not progressed to the point where a Completion Notice is issued.

5.2 Discharge of Obligations

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

6 Third Party Implementation

- 6.1 Not to Implement the Development until the Property has been vacated by the leaseholders and their respective leases, licences or agreement to occupy (as applicable) have come to an end howsoever terminated (and the Council has received notice of this).
- 6.2 To notify the Council in writing when the Property has been vacated by the leaseholders and their respective leases, licences or agreement to occupy (as applicable) have come to an end howsoever terminated.
- 6.3 Not to amend vary or renew any of the leaseholders' leases, licences or agreement to occupy (as applicable) in a manner that would allow any of the leaseholders to carry out the Development without first procuring that they enter into an agreement with the Council certifying that they will comply with the obligations of the Owner as set out in this Agreement.

- 6.4 If any of the leaseholders or any other person(s) other than the Owner Implements or carries out or procures Implementation then the Owner shall observe and perform the covenants obligations and duties contained in this Agreement.
- 6.5 If any of the leaseholders or any other person(s) other than the Owner Implements or carries out or procures Implementation then the Owner shall use all reasonable endeavours to prevent any further works pursuant to the Development being carried out and shall ensure that the relevant leaseholder or person(s) responsible for carrying out or procuring the Implementation shall promptly and permanently be removed from the Property.
- 6.6 In the event of non-compliance with any part of this clause 6 (six) the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 7 Notice to the Council/Other Matters**
- 7.1 The Owner shall give written notice to the Council no later than 5 (five) Working Days prior to the date of Implementation specifying when Implementation is anticipated to take place.
- 7.2 In the event that the Planning Permission is Implemented and the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued.
- 7.3 Within 7 (seven) days following completion of the Development the Owner shall notify the Planning Obligations Monitoring Officer quoting the Application reference the date upon which any units or other parts comprised in the Development are complete and (subject to fit out) ready for Occupation.
- 7.4 The Owner and the Council shall act in good faith and shall co-operate to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 7.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 7.6 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.

- 7.7 The parties agree that none of the obligations or covenants contained in this Agreement shall be enforceable against any statutory undertaker which has an interest in the Property for the sole purposes of its statutory functions.

8 Payments and Index Linking

- 8.1 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 and issued to the Planning Obligations Monitoring Officer to record such payment as applicable) the Owner shall send the completed Payment Form to the Planning Obligations Monitoring Officer.
- 8.2 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.
- 8.3 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

9 Notice and Submissions/Approvals

- 9.1 Any such notice submission or approval shall be in writing and shall cite the clause and/or Schedule of the Agreement to which it relates.
- 9.2 In the case of notice, acknowledgement or approval it shall be sent:
- 9.2.1 to the Council and addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page; and
- 9.2.2 to any other party addressed to that party at the address at the beginning of the Deed or to such other person or address as the Council may agree.
- 9.3 Any notice or approval or agreement from the Council shall be signed by a representative of the Council's Development Management Unit.
- 9.4 The Council and the Owner agree that where the submission or approval of documents and other details is required under this Agreement such submission or approval may be served or communicated by e-mail or other electronic means but shall only be deemed received or served once a non-automatic receipt is received by the sender.

10 Monitoring and Legal Costs

The Owner agrees to pay the Council its monitoring costs of £5,820.88 (five thousand eight hundred and twenty pounds and eighty-eight pence) and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of this Agreement.

11 Registration

11.1 This Agreement shall be registered as a Local Land Charge.

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

12 Waiver

12.1 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.

12.2 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.

12.3 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.

13 Third Party Rights

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

14 Dispute Resolution

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 to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society and the decision of the said expert shall be final and binding on the parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

15 **Change in Ownership**

The Owner shall provide the Council with a certified copy (including a plan if appropriate and redacted as necessary to remove commercially sensitive or confidential information) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or Occupier of a single Unit or a mortgagee thereof) 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.

16 **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.

17 **Confirmation of Interest**

The Owner hereby warrants and confirms that apart from the Parties 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.

18 **Mortgagees**

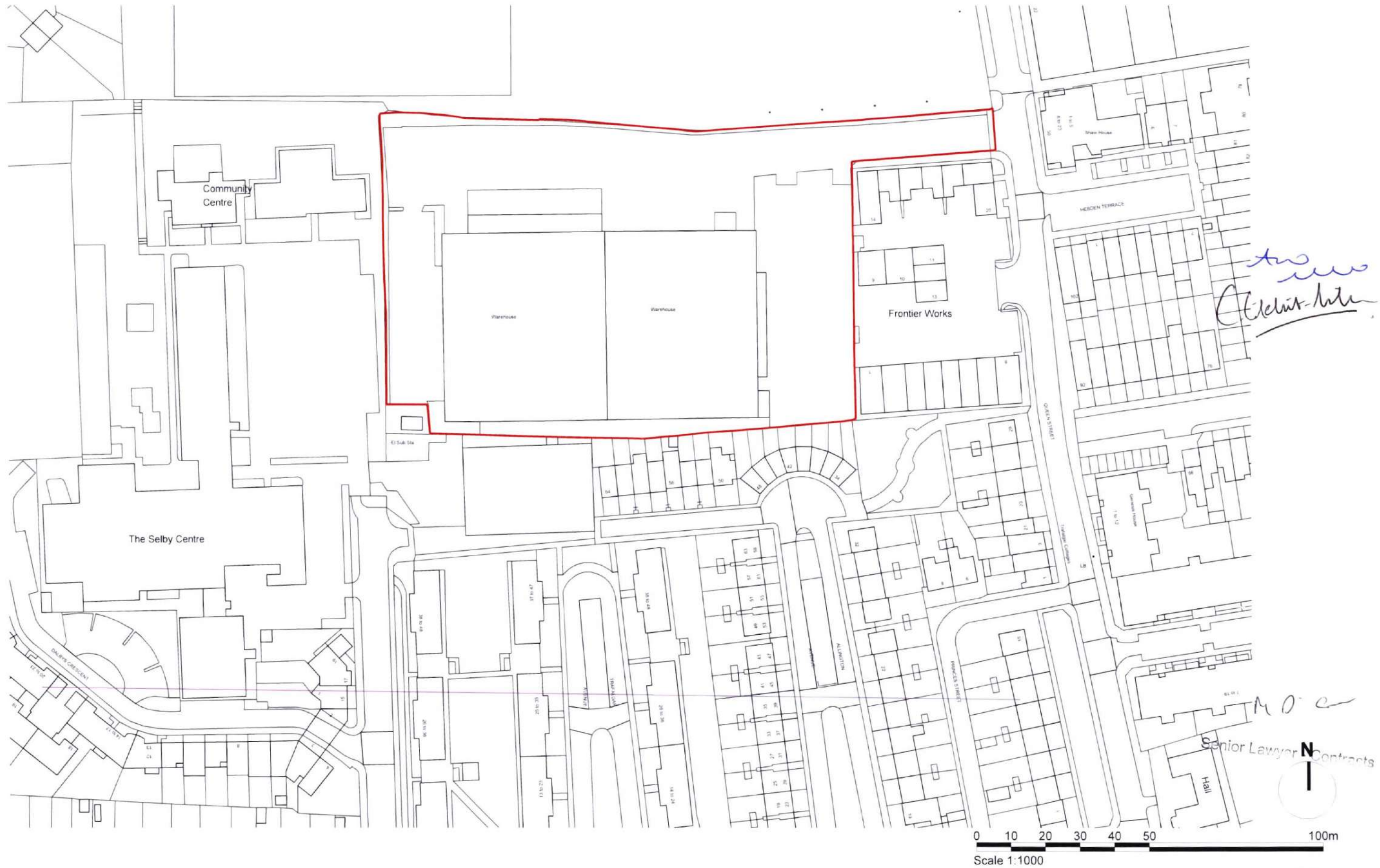
If any mortgagee or chargee (as the case may be) takes a mortgage or charge (as the case may be) over the Property (or part thereof) after the date of this Agreement it shall take its security of the mortgage/charge over the Property (or part thereof) subject to this Agreement provided that a mortgagee or chargee shall have no liability under this Agreement unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner including in respect of all subsisting breaches under the Agreement arising prior to the date that possession of the Property (or part thereof) is taken.

19 **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England.

FIRST SCHEDULE

PLAN 1



Offices Architecture
 Woking Planning
 London Master Planning
 Milton Keynes Urban Design
 Warwick Interiors
 Landscape

12 Warren Yard,
 Warren Park,
 Milton Keynes,
 MK12 5NW
 01908 305 246

info@prc-group.com
 www.prc-group.com

Revisions

Drawn/Chkd Date

Figured dimensions only are to be used. All dimensions to be checked on site. Differences between drawings and between drawings and specification or bills of quantities to be reported to the PRC Group. The copyright of the drawings and designs contained therein remains vested in the PRC Group.

Client
 VERITY TRUSTEES LTD
 Project
 BOOKER TOTTENAHM
 Drawing Title
 OVERALL LOCATION PLAN

Scale @ A3 1:1000	Checked by ME	Date OCT 24
Job No. 11472	Stage PL	Drawing No. 010
Construction ☐	Preliminary ☐	Information ☐
Approval ☐	Tender ☐	

PRC Architecture & Planning



SECOND SCHEDULE

TRAVEL

1 DEFINITIONS

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

Expression	Meaning
"Considerate Constructor's Code of Practice"	the code made pursuant to the Considerate Constructor's Scheme herein referred to as "the Code" and annexed to this Second Schedule;
"Considerate Constructor's Scheme"	means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, herein referred to as "the Scheme" more information can be found at www.ccscheme.org.uk ;

Expression	Meaning
"Construction Logistics and Management Plan"	means a plan which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings at the Property and the construction of the Development using good site practices in accordance with the Considerate Constructor's Code of Practice 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 which shall include (but not limited to): (a) Routing of excavation and construction vehicles, including a response to existing or known projected major building works at other sites in the vicinity and local works on the highway; (b) The estimated number and type of vehicles per day/week; (c) Estimates for the number and type of parking suspensions that will be required; (d) Details of measures to protect pedestrians and other highway users from construction activities on the highway; (e) The undertaking of a highways condition survey before and after completion; (f) The implementation and use of the Construction Logistics and Community Safety (the "CLOCS") standard; (g) The applicant will be required to contact LBH Highways to agree condition on surveys; (h) Site logistics layout plan, including parking suspensions, turning movements, and closure of footways; and (i) Swept path drawings;
"Construction Logistics and Management Plan Contribution"	means the sum of £15,000.00 (fifteen thousand pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Construction Logistics and Management Plan;

Expression	Meaning
"Travel Plan"	means a plan: (a) setting out ways to encourage sustainable transport to and from each Unit; (b) containing amongst other things the provision of welcome induction packs to users of each Unit comprised in the Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance; and (c) including the Commercial Site Management Parking Plan;
"Travel Plan Co-ordinator"	means a person appointed to liaise with the Council 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"	means the sum of £45,000.00 (forty-five thousand pounds) to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Travel Plan;
"Travel Statement"	a written statement for each Unit which: (a) is in accordance with the Travel Plan; (b) sets out ways the Occupier of the Unit will encourage sustainable transport to and from the Development; and (c) is in accordance with the London Plan policy and any guidance published relating thereto;
"Welcome Pack"	a set of guides and documents forming a welcome induction pack for Occupiers of the Development prepared by the Travel Plan 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 time-tables.

2 Travel Plan Monitoring Contribution

The Owner covenants with the Council as follows:-

2.1 at least 6 (six) months prior to Occupation to pay to the Council the Travel Plan Monitoring Contribution;

2.2 not to:

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

2.2.2 use or cause or permit the use of the Development or any part thereof for the purposes permitted by the Planning Permission;

until such time as the Council has received the Construction Logistics and Management Plan Contribution in full by direct bank transfer to the Council's bank in accordance with clause 8.1 of this Agreement.

2.3 on or prior to Implementation to pay to the Council the Construction Logistics and Management Plan Contribution;

2.4 not to Implement, cause or permit the Implementation of the Development until such time as the Council has received the Construction Logistics and Management Plan Contribution in full by direct bank transfer to the Council's bank in accordance with clause 8.1 of this Agreement.

3 Travel Plan

3.1 No less than 6 (six) months prior to the Occupation Date to submit a Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the 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 Travel Plan ("the Approved Travel Plan").

3.2 Not to Occupy or cause or permit Occupation of any part of the Development until the Travel Plan is approved.

3.3 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Travel Plan.

3.4 To carry out and comply with the Approved Travel Plan.

4 Travel Plan Co-ordinator

4.1 No less than 6 (six) months prior to the Occupation Date to appoint the Travel Plan Co-ordinator.

- 4.2 To ensure that the services of a Travel Plan Co-ordinator are secured for at least six (6) years after the Occupation Date.
- 4.3 To inform the Council of the name and contact details of the Travel Plan Co-ordinator (or any replacement for the Travel Plan Co-ordinator appointed pursuant to paragraph 4.1) before the Travel Plan Co-ordinator is appointed.
- 4.4 Not to Occupy or cause or permit Occupation of the Development before the expiration of six (6) months since the giving of notice of the appointment of the Travel Plan Co-ordinator to the Council.
- 4.5 To ensure that the Travel Plan Co-ordinator secures from the Occupier of each unit a Travel Statement before taking up occupation and to secure a new or revised Travel Statement from a new Occupier when occupation of a Unit is to change.
- 4.6 To use reasonable and commercially sensible endeavours to ensure that each Occupier complies with the Travel Statement (as may be amended from time to time in accordance with paragraph 4.7 of this Schedule) for the Unit that such Occupier occupies.
- 4.7 That the Travel Plan Co-ordinator will for a minimum of 5 (five) years work in collaboration with the Council to conduct annual reviews, within 5 (five) Working Days of each anniversary of whichever is the sooner of 6 (six) months after the Occupation Date or Occupation of 50% of the Development, of all Travel Statements and following such reviews use reasonable endeavours to secure such amendments to each relevant Travel Statement as may be reasonably required by the Council.
- 5 **Welcome Pack**
- 5.1 Not to Occupy the Development until a Welcome Pack has been submitted to and approved by the Council; and
- 5.2 To provide the Welcome Pack as approved by the Council to each Occupier of the Development immediately after such body shall take up Occupation.
- 6 **Considerate Constructors Scheme**
- 6.1 Not to Implement the Development unless and until the Owner has registered the Development with the Considerate Constructor's Scheme and provided written evidence of this to the Council.
- 6.2 To ensure that the Development is Implemented and constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.
- 6.3 Not to Occupy, suffer or permit Occupation of the Development unless the Owner has obtained an assessment from a representative of the Considerate Constructor's Scheme of

the performance of the construction of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within 7 (seven) Working Days of receipt and for the avoidance of doubt the assessment should only be carried out and submitted to the Council once construction has completed and the Development is ready for Occupation.

- 6.4 The Owner shall obtain an assessment from a representative of the Considerate Constructor's Scheme of the performance of the construction of the Development against the Considerate Constructor's Code of Practice and report the results of the assessment to the Council within 7 (seven) Working Days of receipt, once construction has completed and the Development is ready for Occupation.

7 Construction Logistics and Management

- 7.1 Within 6 (six) months of Implementation the Owner shall submit a draft of the Construction Logistics and Management Plan to the Council 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 clause 14 (fourteen) have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Construction Logistics and Management Plan having regard to the Council's reasonable reasons for refusal.
- 7.2 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 7.1 of this Schedule.

ANNEX TO THE SECOND SCHEDULE

CONSIDERATE CONSTRUCTORS SCHEME

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

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

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

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

Care about appearance

Constructors should ensure sites appear professional and well managed

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

Respect the community

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

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

Protect the environment

Constructors should protect and enhance the environment

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

Secure everyone's safety

Constructors should attain the highest levels of safety performance

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

Value their workforce

Constructors should provide a supportive and caring working environment

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

THIRD SCHEDULE

EMPLOYMENT AND SKILLS

1 Definitions

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

Expression	Meaning
"Apprentice" "Apprentices"	or means 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 and training provider as part of their Apprenticeship;
"Apprenticeship" "Apprenticeships"	or means 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;
"Apprenticeship Support Contribution"	means a financial contribution to support the recruitment process, in work support and post work support of Apprenticeships to be calculated on the basis of £1,500 (fifteen hundred pounds) per Apprentice employed during the Construction Phase of the Development;
"Assigned Officer"	means 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;
"Construction Partnership"	means 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;

Expression	Meaning
"Construction Phase"	means the period from the Implementation Date (excluding any demolition and site clearance works) until the Completion Notice Date;
"Contractor"	means the person or body 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 whether employed directly by the Contractor or the Owner;
"Employment and Skills Lead"	means 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 a Contractor to carry out the Development) identified to the Council pursuant to paragraph 6 below who will be operationally responsible for the implementation, co-ordination and the delivery of the Employment and Skills Plan outcomes during the Construction Phase;
"Employment and Skills Plan"	means the plan to be submitted to the Council and containing the information outlined under paragraph 2 below;
"Employment and Skills Service Providers"	means a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and persons into training or employment opportunities as may be notified by the Council from time to time;
"Flexi-job apprenticeship agency or Flexi-job Apprenticeship Agencies"	means organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship;
"Haringey Works"	means 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;
"Inclusive Economy Team"	means the Council's team responsible for Inclusive Economy policies, strategies, commissioning and compliance;
"London Living Wage"	means the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing

Expression	Meaning
	by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough;
"Resident"	means a person who is resident in the Borough or for whom the Council has a corporate parenting responsibility and such residency can be proven by the production of two valid proofs of address which are no more than 2 (two) months old and the term Residents shall be construed accordingly;
"Skills Contribution"	means a financial contribution of £56,417.76 (fifty-six thousand four hundred and seventeen pounds and seventy-six pence) payable by the Owner to the Council towards the support of local people who have been out of work and/or do not have the skill set required for the jobs created. The sum is calculated in accordance with the Council's Planning Obligations Supplementary Planning Document March 2018 paragraphs 7.29-7.30;
"Skills Training"	means 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;
"STEM and Career Educational Sessions"	means programmes designed to develop long-term relationships with local organisations with the aim of working closely with them to deliver practical activities relevant to the construction industry including in Science Technology Engineering and Maths ("STEM") and details of how the activities will be delivered;
"Work Experience"	means positions for students and learners based in the Borough to undertake work experience for a minimum of 5 (five) days and maximum of 20 (twenty) hours;
"Work Placements"	means positions for Residents who are not in employment, education or training to undertake work for a minimum of 5 (five) days (35 hours) to include pre-employment placements.

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

2 **Employment and Skills Plan**

The Owner covenants with the Council as follows:

2.1 No later than 20 (twenty) 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 the Construction Phase of the Development to include a detailed construction programme, procurement schedule, recruitment protocols and project and labour histogram programme projections, and timelines stipulating the following requirements:

2.1.1 the provision of not less than twenty percent (20%) of the peak workforce employed during the Construction Phase of the Development to comprise Residents each of whom shall be engaged on contract of employment for a minimum of 26 weeks;

2.1.2 the provision of Skills Training to the twenty percent (20%) referred to in paragraph 2.1.1 above;

2.1.3 the employment of full-time Apprenticeships to at least one Apprentice per £3 million development cost, up to maximum of ten percent (10%) of the construction workforce at its anticipated maximum provision on site, such Apprentices to be:

(a) paid at no less than London Living Wage and supported in their training and qualification to a minimum of NVQ Level 2;

(b) nominated by Haringey Works;

(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 explaining how the Owner and any 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 that the Haringey Works Team or Employment and Skills Service Providers are not able to refer a Resident for a job or Apprenticeship within 10 (ten) Working Days from the date the advertisement for that role is submitted to the Council and approved in writing the Owner and its contractor shall be free to recruit for that role from other sources;

- 2.1.5 the provision of Work Placements the number of which is to be agreed with the Assigned Officer (with regards 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 regards to the cost of the Development);
- 2.1.7 provision of no fewer than 5 (five) STEM and Career Educational Sessions, the format of such sessions to be agreed with the Assigned Officer;
- 2.1.8 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;
- 2.1.9 how suppliers and businesses which are based in the Borough will be helped 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;
- 2.1.10 the provision to the Assigned Officer of such information as is reasonably required on a monthly basis 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 to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council;
- 2.1.11 how the Owner shall obtain consent from all 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 all Data Protection Act provisions and other statutory requirements; and contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution.

2.2 Not to Implement or cause or permit the Implementation of the Construction Phase of the Development unless and until the Council has approved the Employment and Skills Plan (once 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 regards to the Council's reasonable reasons for refusal before invoking the provisions of paragraph 2.1 and thereafter not to carry out the Development otherwise than in accordance with the Employment and Skills Plan as approved.

2.3 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.

2.4 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 (three) 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 meeting to take place within 10 (ten) Working Days of the date of a written request from the Assigned Officer to meet.

3 **Employment and Skills – Occupation**

No later than 28 (twenty-eight) Working Days prior to Occupation of the Development to submit to the Council for its approval details of how the Owner and Occupiers of the Development (following the Construction Phase) shall work with the Assigned Officer to maximise the employment and training opportunities for Residents including jobs, work experience and apprentice positions arising from the Occupation of the Development and not to Occupy the Development until such details have been approved by the Council.

4 **Apprenticeship Support Contribution**

The Owner shall pay 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 in accordance with clause 8.1 of this Agreement.

5 **Skills Contribution**

The Owner shall pay the Skills Contribution to the Council prior to Implementation and the Owner shall not Implement or permit Implementation until the Skills Contribution has been received in full by the Council in accordance with clause 8.1 of this Agreement.

6 **Employment and Skills Lead**

The Owner covenants with the Council as follows:

6.1 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, including any Employment and Skills Service Providers to:

6.1.1 meet the requirements of the Approved Employment and Skills Plan, the Construction Partnership and the obligations set out in this Third Schedule; and

6.1.2 to ensure efficient management and supply of Residents for employment and training opportunities for the Construction Phase of the Development in accordance with the Employment and Skills Plan (as approved) 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.

6.2 Not to Implement the Construction Phase or cause or permit the Implementation of the Construction Phase unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead.

7 Missed Targets

7.1 In the event that the target set in paragraph 2.1.1 of this Schedule is not met in accordance with the Approved Employment and Skills Plan then 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 and to identify and agree measures to help achieve the relevant target and such meeting to take place within 10 (ten) Working Days of the date of a written request from the Assigned Officer to meet.

7.2 In the event that the Council determines that the number of Residents to be employed in accordance with paragraph 2.1.1 of this Schedule and the Approved Employment and Skills Plan cannot be achieved then the Owner shall pay to the Council a sum of two thousand eight hundred pounds only (£2,800.00) per Resident not so employed to fund measures to support the training and employment of Residents who experience difficulties and barriers in securing employment and such amount shall be paid in accordance with clause 8.1 of this Agreement and within 15 (fifteen) Working Days of receipt of written demand from the Council.

7.3 In the event that the Council determines that the number of Apprenticeships has not been delivered in accordance with paragraph 2.1.3 of this Schedule and the Approved Employment and Skills Plan then the Owner shall pay a sum of thirteen thousand pounds (£13,000.00) per full time Apprentice not employed in accordance with paragraph 2.1.3 of this Schedule to the Council to support Apprenticeships and such amount shall be paid in accordance with clause 8.1 of this Agreement and within 15 (fifteen) Working Days of receipt of written demand from the Council.

8 Information to be supplied

The Owner shall:

8.1 state clearly in tender documentation, prepared or distributed to interested Contractors that they will be required to observe and comply with this obligation in this Schedule and shall be required to engage with the Council in respect of the performance of the obligations under this Schedule; and

8.2 inform any applicable leaseholders and Occupiers of the Development of Haringey Works Team and relevant partnerships to secure employment opportunities for Residents at the Development and use all reasonable endeavours to procure that occupying businesses promote such opportunities.

9 **Miscellaneous**

For the avoidance of doubt, demolition works and any associated site clearance activities shall not be subject to the obligations set out in this Third Schedule.

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 situate above slab level;
"Additional Carbon Offsetting Contribution"	the Carbon Offsetting Contribution identified in the assessment to be approved as part of the Sustainability Review LESS the Base Carbon Offsetting Contribution subject to Indexation from the date that the Sustainability Review is approved by the Council until the date that the Additional Carbon Offsetting Contribution is paid;
"Approved Metering Strategy"	the strategy approved by the Council pursuant to condition 12 (twelve) of the Planning Permission;
"Automatic Meter Reading Device(s)"	means the technology that secures that data on the consumption, diagnostic, and status from water meter or energy metering devices is collected automatically;
"Base Carbon Offsetting Contribution"	50% of the Carbon Offsetting Contribution approved as part of the Energy Plan subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Base Carbon Offsetting Contribution is paid;
"Be Seen Guidance"	the London Plan guidance document entitled "'Be Seen' energy monitoring guidance" published by the Mayor of London dated September 2021 and includes any subsequent amended or substituted version thereof;

Words and Expressions	Meanings
"Carbon Offsetting Contribution"	the sum calculated at the Carbon Offsetting Rate in accordance with the Energy Performance Guidance plus a 10% (ten percent) management fee 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;
"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"	a district energy network that will serve the Development and/or the surrounding area;
"DEN Connection Costs"	any reasonable charge which the Owner is required to pay to the DEN Provider to connect the Development to the DEN pursuant to the DEN Connection Notice;
"DEN Connection Notice"	a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN, and which shall include the following details: a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 (ten) years from the date of this Agreement); b) a business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided

Words and Expressions	Meanings
	that the DEN Provider shall not be required to share such information unless the Owner agrees to maintain the confidentiality of such information);
	c) Proposed commercial terms for the supply agreement governing the supply of heat by the DEN to include (without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply; any conditions attached to or obligations upon the Owner in relation to the supply of heat;
	d) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply);
	e) an initial DEN Design and programme;
	f) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents and undertaking connection works;
	g) proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration);
	h) confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice and further has the necessary approvals for the business case for the implementation of the DEN and establishment of the associated energy supply company; and

Words and Expressions	Meanings
	i) confirmation as to whether the DEN Provider intends to procure the Owner to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms and the DEN Provider shall reimburse the Owner for the cost of carrying out such works from the DEN Connection Costs;
"DEN Design"	the design for the agreed connection works and the design for any works required within the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;
"DEN Feasibility Study"	study commissioned by the Owner to assess the feasibility and financial viability of connecting to the DEN and the relative environmental performance of the Development with and without such a connection and if applicable how the Development will be connected to the DEN which shall include details and an assessment of the following: (a) confirmation of the heat loads of the Development (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to the Development); (b) the costs and technical feasibility associated with installing such plant, equipment and/or infrastructure at the Development to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs; (c) whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to the technical performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the

Words and Expressions	Meanings
	market, having regard to the intention that the Owner shall be able to deduct the Carbon Offsetting Contribution from the DEN Connection Costs if the Development connects to the DEN; and (d) any requirement for consultation with the Occupiers of the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;
“DEN Provider”	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;
“DEN Specification”	the specification to be agreed between the Owner and the Council (in consultation with the DEN Provider) setting out details of how the Development will accommodate the possibility of future connection between the Development and the DEN which shall be based on the Future DEN Connection Zone;
“Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (April 2020);
“Energy Plan”	a review of the Energy Strategy by the Owner to be submitted to the Council for approval in accordance with this Agreement and Condition 12 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 12 of the Planning Permission and in addition:

Words and Expressions

Meanings

- 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) and Additional Carbon Offsetting Contribution (if applicable) anticipated from the data in the submitted Energy Plan;
- d) confirmation that the Future DEN Connection Zone is designed to enable connection of the Development and each Unit to the DEN to include appropriate drawings demonstrating that this route identifies any sub-ground obstacles and that they are or will be removed or avoided;

and once approved shall be **the Approved Energy Plan**

"Energy Plan and Sustainability Review Costs"

the Council's reasonable and proper costs incurred in reviewing the submitted Energy Plan and Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the Energy Plan and/or Sustainability Review;

"Energy Strategy"

means the energy strategy prepared by Cudd Bentley Consulting Ltd named Energy and Sustainability Statement rev 04, dated 11th September 2024 approved by the Council as part of the Application;

"Excluded DEN Costs"

the following costs that may be incurred by the Owner:

Words and Expressions	Meanings
	a) financial payments that the Owner is required to make under the terms of this Agreement (including the DEN Connection Costs); b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the Approved Energy Plan; c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN; and d) any costs associated with paragraph 1.5 of Schedule 3 below;
“Future DEN Connection Zone”	means the zone identified for future DEN pipework to connect the Development Unit to the DEN shown coloured and dashed red on the Plan with drawing reference 6752-CBC-SP-SK-003 appended to this Fourth Schedule;
“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

Words and Expressions	Meanings
	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 in particular whether the Carbon Reduction target has been met; c) calculates and explains the amount of the Carbon Offsetting Contribution (if any) having 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 an energy generation statement for the period that the solar PV array has been installed; and e) such other information reasonably requested by the Council; which when approved shall become the Approved Sustainability Review

2 DEN

- 2.1 The Council fully intends to develop the DEN either directly or indirectly and wishes to ensure that the Development can connect to the DEN in the future, notwithstanding that at the date of this Agreement there is no programme for such connection to take place nor any available details of the commercial terms of such connection; The Owner shall not carry out Above Ground Works until the DEN Specification has been agreed between the Owner and the Council (in consultation with the DEN Provider);
- 2.2 The Owner shall ensure the Development is carried out having regard to the DEN Specification and the possibility of a future connection to take a heat supply from the DEN to serve the heat demands of the future Occupiers of the Development PROVIDED THAT the Owner shall not be obliged to (but may if it agrees with the DEN Provider to do so)

incorporate any design requirements requested by the DEN Provider which did not form part of the Application;

2.3 The Owner shall co-operate and work with the DEN Provider in the Council's effort to develop the DEN, which co-operation shall include:

2.3.1 formulating and agreeing a DEN Specification;

2.3.2 engaging with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice (if any) and providing a view on whether or not the terms are acceptable and whether the Owner intends to connect to the DEN;

2.3.3 unless otherwise agreed with the Council, meeting the DEN Provider twice per year from the date of this Agreement to discuss the terms of any proposed DEN Connection Notice;

2.3.4 providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph shall cease on service of the DEN Connection Notice in accordance with this Schedule or upon the approval of a DEN Feasibility Study which concludes that connection to the DEN is not feasible or not financially viable.

2.4 The Owner shall use reasonable and commercially sensible endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the Property (and where appropriate each Unit) with the DEN Provider to achieve the connection of the Development to the DEN in line with the parameters set out in this paragraph 2.4 PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably and more particularly the criteria set out in paragraph 2.10 below are met AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph shall cease upon the approval of a DEN Feasibility Study which concludes that connection to the DEN is not feasible or not financially viable.

2.5 The Owner covenants with the Council that the Development shall be constructed in accordance with the DEN Specification and to enable the DEN Provider to carry out the future retrofit of such equipment as may be reasonably anticipated (at the time of this Agreement) to be necessary for facilitating a future connection to the DEN in a manner consistent with the structural design of the Development.

2.6 Subject to paragraph 2.14 below if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of the Development, the DEN Provider may serve upon the Owner a DEN Connection Notice.

- 2.7 Prior to Occupation of the Development or in the event that the DEN Provider serves a DEN Connection Notice (whichever shall be the earlier) the Owner shall submit to the Council a DEN Feasibility Study (as approved, the "Approved DEN Feasibility Study") in writing for the approval of the Council (in consultation with the DEN Provider).
- 2.8 The Owner shall provide the DEN Feasibility Study and any further information or documentary evidence reasonably requested by the Council in relation to the DEN Feasibility Study accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).
- 2.9 If the Approved DEN Feasibility Study shows that it is feasible and financially viable to connect the Development to the DEN and the DEN Provider has served a DEN Connection Notice and the Owner agrees to connect to the DEN, then the Owner shall:
- 2.9.1 pay the DEN Connection Costs to the Council or the DEN Provider (if nominated by the Council) less any Additional Carbon Offsetting Contribution or Base Carbon Offsetting Contribution already paid;
 - 2.9.2 use all reasonable endeavours to agree the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as approved, the "Approved DEN Design"); and
 - 2.9.3 enter into the necessary agreement to confirm connection and use all reasonable endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period following the Council's approval of an Approved DEN Feasibility Study.
- 2.10 When seeking to agree upon the outcomes of the DEN Feasibility Study and the DEN Design, the Parties shall give regard to the following principles:
- 2.10.1 The Owner shall not be required to do anything that would:
 - (a) result in heat being provided to the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably;
 - (b) materially delay or increase the cost or reduce the value of the Development (but without regard to the Excluded DEN Costs);
 - (c) require the Owner to carry out any works or incur any expenditure beyond the DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any physical infrastructure work beyond the Development unless otherwise agreed between the Parties;
 - (d) put the Owner in breach of any statutory requirement; or

(e) put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them);

2.10.2 The Owner shall not be required to connect the Development to the DEN unless the DEN Connection Notice contains reasonable evidence (to be determined by the Council) that each of the requirements set out within paragraphs (a) to (i) inclusive of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN;

2.10.3 The DEN Provider shall be responsible for carrying out the connection works and for procuring the connection of the Development to the DEN and any internal pipework required to connect the DEN to each Unit, such that a heat supply is available to the Development from the DEN;

2.11 That the Owner shall not permit any Occupation of the Development unless that Occupation (whether by lease or licence) is subject to a covenant on behalf of the Occupier requiring it to engage in good faith with the DEN Provider in relation to the possibility of connection to the DEN when available;

2.12 In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply and if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured or if an occupier successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect the Development to the DEN and the obligations in this paragraph 2 shall cease to have effect;

2.13 The DEN Connection Notice may be served at any time up to 9 (nine) years following the date of this Agreement and for the avoidance of doubt if no such DEN Connection Notice is served within this period, then the Owner shall be released from all obligations within this paragraph 2.

2.14 If:

2.14.1 the Approved DEN Feasibility Study shows that it is not feasible and/or not financially viable to connect the Development to the DEN; or

2.14.2 by the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice; or

2.14.3 by the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice but the Owner in accordance with the terms of this Agreement is not obliged to connect the Development to the DEN;

then the provisions of this paragraph 2 (two) shall cease to have effect and shall no longer apply.

3 **Energy Plan**

The Owner covenants with the Council as follows:

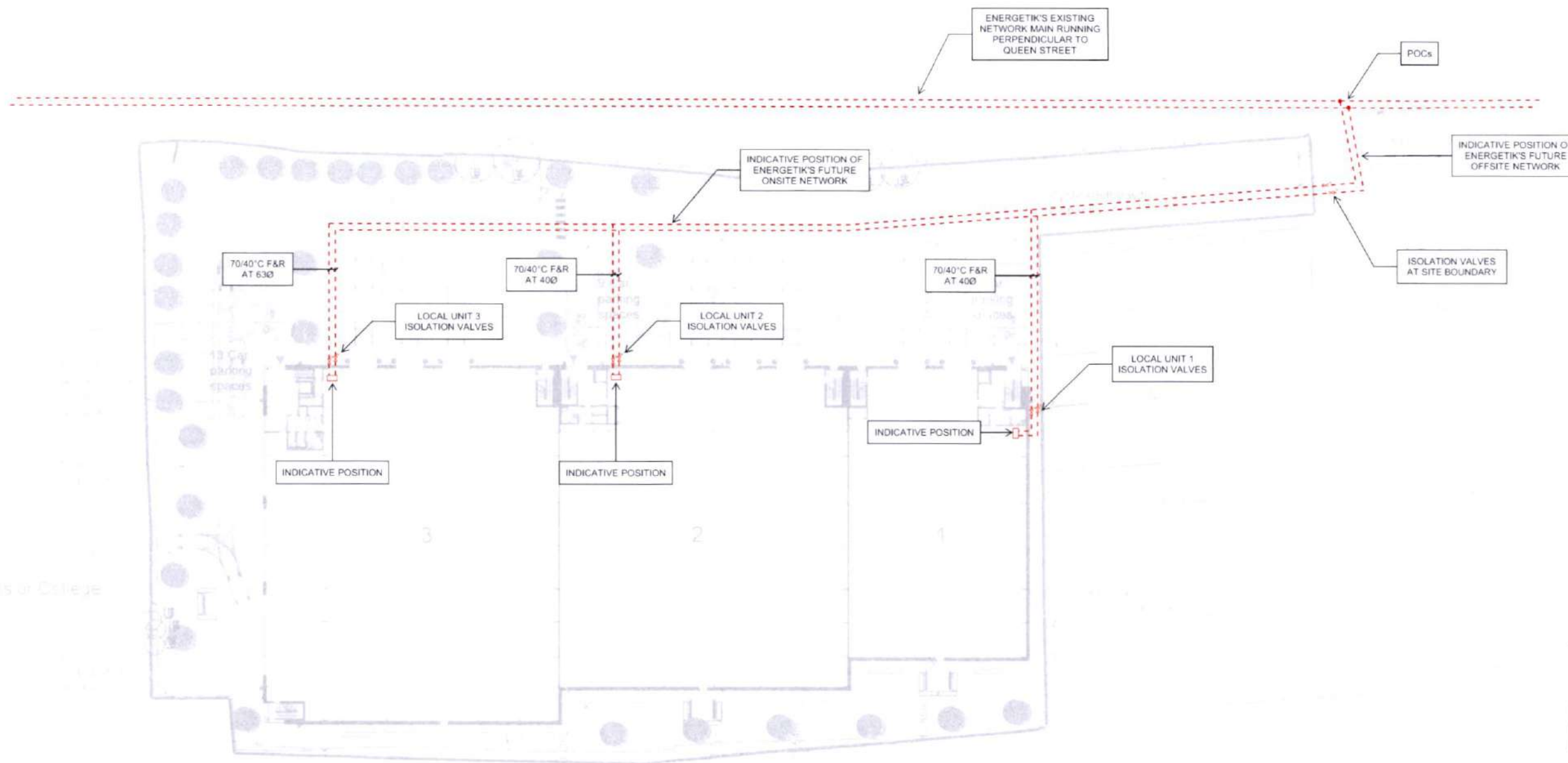
- 3.1 Not to carry out any Above Ground Works until the Energy Plan has been submitted to and approved by the Council.
- 3.2 Unless the Development connects to the DEN in accordance with paragraph 2 (two) above not to carry out or Occupy the Development except in accordance with the most recently Approved Energy Plan.
- 3.3 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.
- 3.4 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 Council within 21 (twenty-one) Working Days of a demand therefor.
- 3.5 If the approved Energy Plan shows that the Carbon Reduction Target is not expected to be met at the Development then the Owner shall pay the Base Carbon Offsetting Contribution to the Council in accordance with clause 8.1 of this Agreement before carrying out any Above Ground Works.

4 **Sustainability Review**

- 4.1 After the Completion Notice Date but before the Occupation Date the Owner shall submit the Sustainability Review to the Council for approval and:
 - 4.1.1 in the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 14 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.
- 4.2 The Owner shall reimburse the Council 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 (twenty-one) Working Days of a demand therefor.
- 4.3 The Owner shall bear all reasonable costs in relation to the Sustainability Review and pay to the Council within 15 (fifteen) Working Days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review.
- 4.4 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 8.1 of this Agreement before Occupation.

- 4.5 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:
- 4.5.1 approved the Sustainability Review in accordance with paragraph 4.1 of this Schedule; and
 - 4.5.2 it has received payment of the Additional Carbon Offsetting Contribution (if any) in accordance with paragraph 4.2 of this Schedule.
- 4.6 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 14 of this Agreement shall apply.
- 5 **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 said Monitoring annually.
- 6 **'Be Seen' Energy Performance Indicators**
- 6.1 In this paragraph the terms 'energy performance indicators' and 'Reportable Unit' have the meanings given in the Be Seen Guidance.
- 6.2 The Owner shall:
- 6.2.1 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;
 - 6.2.2 install Automatic Meter Reading Devices in the Development as required by paragraph 7 below;
 - 6.2.3 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.
- 6.3 One year after the Occupation Date and on each anniversary of this date thereafter for a period of 5 (five) 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.
- 7 **Metering Strategy**

On or prior to Occupation of any Unit the Owner shall ensure that Automatic Meter Reading Devices required by the Approved Metering Strategy are installed and in operation at the relevant Unit 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 relevant Unit until the Automatic Meter Reading Devices have been installed and are in operation.



M. D. C.
Senior Lawyer - Contracts
C. G. G. G. G. G.
thru

REV	FOR COMMENT	SP	SP	JB	11-09-24
Revision	Description	Drawn By	Engineer	Approved	Date



www.cuddbentley.co.uk

Cudd Bentley Consulting Ltd Ashurst Manor Church Lane Aylesbury Buckinghamshire HP8 4NN	Cudd Bentley Consulting Ltd 12 Devonshire Street London W1G 7AB	Cudd Bentley Consulting Ltd 7 Charlotte Street St James Tower Manchester M1 4JZ
(t) 01344 62 8821 (e) info@cuddbentley.co.uk	(t) 0203 393 6446 (e) info@cuddbentley.co.uk	(t) 0161 537 1991 (e) info@cuddbentley.co.uk

Drawing Status

PRELIMINARY

Client
VERITY TRUSTEES LTD

Project/Site Location
BOOKER TOTTENHAM
QUEEN STREET
N17 8HZ

Drawing Title
PROPOSED EXTERNAL
DISTRICT HEATING NETWORK
LAYOUT

Scale	Size	Drawn By	Engineer	Approved	Date
1:500	A2	SP	SP	JB	Sept'24
Drawing Reference					Revision
6752-CBC-SP-SK-003					P01

FIFTH SCHEDULE

HIGHWAY WORKS

1 Definitions

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

Word or Expression	Meaning
"Highway Agreement"	means an agreement under section 278 of the 1980 Act and any other enabling powers to be entered into between the Parties in accordance with this Agreement in relation to the Highways Works which shall be carried out by the Council at the cost of the Owner;
"Highway Works"	means the works as shown on the Highway Works Plan comprising the following: a) improvements to the roundabouts at the junction of White Hart Lane with Selby Road and the junction of White Hart Lane with Creighton Road; b) carriageway, parking and layout improvements along White Hart Lane between its junction with Selby Road and the access to the Property and/or from its junction with Creighton Road to the access to the Property; c) reinforcement/resurfacing of the crossover and carriageway on Queen Street to provide access to the Site; d) strengthening of the vehicle crossover to allow for an increase in HGV movements; e) reconstruction of footways nearby to the Site to mitigate deterioration caused by the Development; and f) resurfacing of the carriageway outside of the Site to ensure that the road network can support an increase in trips by HGVs; and

Word or Expression	Meaning
	g) any other works which are ancillary to (a) to (f) above which are reasonably required by the Council.
"Highway Works Specification"	a detailed technical specification including detailed drawings showing the location and extent of the Highway Works and lighting improvements together with Stage 1 and 2 road safety audit.

2 Highway Works

The Owner covenants with the Council as follows:

- 2.1 The Development shall not be Implemented (excluding any demolition and site clearance works) until:
 - 2.1.1 a Highway Works Specification has been submitted to and approved by the Council; and
 - 2.1.2 a Highway Agreement has been entered into ensuring that the Highway Works in accordance with the Highway Works Specification are to be completed in accordance with the provisions of that agreement.
- 2.2 Not to Occupy or cause or permit Occupation until the Highway Works have been completed in accordance with the Highway Agreement to the written satisfaction of the Council.
- 2.3 It is agreed between the Parties that the provisions of Clause 14 of this Agreement shall not apply in respect of any failure or refusal of the Council to approve any submitted Highway Works Specification and that as Highway Authority responsible for maintaining the highway after the Highway Works have been completed the approval of the Highway Works Specification must be at the absolute discretion of the Council PROVIDED THAT nothing in this paragraph 2.3 shall permit the Council to extend the scope of the Highway Works.

SIXTH 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

Ref: V33399/72058

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 and delivered it 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:

)
)
)
)



M. O. C.

Authorised Signatory **MARGARET O'CONNOR**

Senior Lawyer - Contracts

Executed as a deed by CBRE Investment
Management Limited acting by
and

C. Gilchrist-Fisher

Authorised Signatory

CHRIS GILCHRIST-FISHER

for and on behalf of **VERITY TRUSTEES LIMITED**
under a power of attorney dated 2 June 2021:

Alix Mills
ALIX MILLS

Authorised Signatory