

DATED 21 July 2026

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

and

YMCA LONDON CITY AND NORTH

**Agreement relating to land known as
52 Elmfield Avenue , London N8 8GQ 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**

DATED this 21.....day of July.....2026

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY**
of Civic Centre Wood Green London N22 8LE ("**Council**"); and
- (2) YMCA LONDON CITY AND NORTH** (Company registration number 03169665)
whose registered office is at Landaid House, 10 Errol Street, London, England
EC1Y 8SE ("**Owner**")

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of part of the Property registered at the Land Registry under title number AGL309468.
- (C) The Council granted planning permission on 7th January 2025 under HGY/2024/2464 for side, rear and roof extension to the existing building (which contains one C3 flat and one C4 small HMO) along with change of use of the C3 dwelling to a C4 small HMO.
- (D) Condition 7 of the Planning Permission requires the Owner to enter into a planning obligation pursuant to section 106 of the Act to secure the "car free" obligations." The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH as follows:-

1. ENABLING POWERS AND INTERPRETATION

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

Word or Expression	Meaning
“1972 Act”	the Local Government Act 1972;
“1974 Act”	the Greater London Council (General Powers) Act 1974;
“2011 Act”	the Localism Act 2011;
“the Act”	the Town and Country Planning Act 1990;
“Agreement”	this deed;
“the Application”	the planning application seeking planning permission for the Development bearing reference HGY/2024/2464;
“Borough”	the administrative area of the London Borough of Haringey;
“Commencement”	the date of commencement of the Planning Permission by the carrying out of a material operation or change of use as defined in Section 56 of the Act and “Commenced” and “Commence” shall be construed accordingly;
“Development”	the side, rear and roof extensions to the existing building (which contains one C3 flat and one C4

Word or Expression	Meaning
	small HMO) along with change of use of the C3 dwelling to a C4 small HMO 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”	the Greater London Authority or any successor in statutory function;
“Index”	the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All Items Index of Retail Prices becomes no longer maintained and ‘Indexation’ shall be construed as set out in clause 7.3;
“Occupation Date”	the date on which any part of the Development (or any part or phase) 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) and the terms "Occupy" and "Occupation" shall be construed accordingly;
“Occupier(s)”	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 after the Occupation Date for the purposes set out in the Planning Permission excluding occupation for the purposes of security, fitting out or marketing the Development;

Word or Expression	Meaning
“the Parties”	the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
“Payment Form”	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in Annexure 2;
“Planning Obligations Monitoring Officer”	an officer of the Council from time to time allocated to deal with and monitor all obligations;
“Plan 1”	the plan numbered 1 annexed in the First Schedule;
“Planning Permission”	the planning permission for the Development granted pursuant to the Application;
“the Property”	the land and premises known as 52 Elmfield Avenue , London N8 8GQ registered at the Land Registry under title number AGL309468 shown indicatively edged in red on Plan 1 ; and
“Working Days”	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

- 1.2 This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 1.3 Words importing the singular shall include the plural and vice versa.
- 1.4 A reference in this Agreement to a clause, paragraph or Schedule is a reference to a clause, paragraph or schedule to this Agreement unless expressly provided otherwise.

- 1.5 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.
- 1.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.7 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.8 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.

2. TAKING EFFECT

This Agreement shall have immediate effect but clause 4 and the Schedules shall not be enforceable by the Council until Commencement.

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 9) 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 Subject to clause 3.4 (expiry of liability) both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property (or the part of the Property to which such breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Commencement.
- 3.5 The covenants restrictions and obligations in this Agreement shall not be binding or enforceable against any statutory undertaker carrying out its statutory functions.
- 3.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Property or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.
- 3.7 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act in connection with the Planning Permission and unless the Council confirms in writing otherwise the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Property granted pursuant to Section 73 of the Act and the Property itself, and the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s) PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act and in particular shall not prevent the Council from requiring a variation to or modification of this Agreement as a pre-condition of the grant of any permission under Section 73 of the Act.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with and undertakes to the Council as follows:

4.1 General

4.1.1 Not to carry out continue or procure the Development without performing and observing (according to their respective terms) 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 access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.

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

4.2 To observe and perform the obligations and restrictions set out in the **Error! Reference source not found.** (Car Free Development).

5. COUNCIL'S COVENANTS

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

6. NOTICE TO THE COUNCIL/OTHER MATTERS

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

- 6.2 Within 7 (seven) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which any units or other parts comprised in the Development are complete and (subject to fit out) ready for Occupation.
- 6.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Owner agrees, declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any reasonable and properly allocable 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 PROVIDED THAT in the event it is found in a court of law or pursuant to the dispute resolution provisions in clause 13 that a breach has not occurred then the Owner will be under no obligation to pay such costs charges and expenses.
- 6.5 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7. PAYMENTS VAT AND INDEX LINKING

- 7.1 Payment of financial contributions or any other sum or costs 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

- 7.2 All sums payable and consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all Parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement and PROVIDED THAT in the event that value added tax is due or becomes due on any sum payment or consideration in this Agreement, such sum shall be paid by the Owner in full upon presentation of an appropriate value added tax invoice addressed to the Owner in addition to the sum, payment or consideration due under this Agreement.
- 7.3 Any financial contributions, costs and fees referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.
- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8. NOTICES AND SUBMISSIONS/APPROVALS

- 8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice submission or approval or agreement to be served under or in connection with this Agreement.
- 8.2 Any such notice submission or approval shall be in writing and shall cite the clause and/or paragraph and/or Schedule to which it relates.
- 8.3 In the case of notice, acknowledgement or approval it shall be sent

- 8.3.1 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
 - 8.3.2 to any other party addressed to that party at the address at the beginning of the Agreement or to such other person or address as the Council may agree.
- 8.4 Any notice or approval or agreement from the Council shall be signed by a representative of the Council's Development Management Unit.
- 8.5 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.

9. MONITORING AND LEGAL COSTS

The Owner agrees to pay the Council its:

- 9.1 monitoring costs of £500); and
- 9.2 its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of this Agreement.

10. REGISTRATION

- 10.1 This Agreement shall be registered as a Local Land Charge.
- 10.2 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.

10.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

11. WAIVER

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

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

11.3 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

12. THIRD PARTY RIGHTS

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

13. DISPUTE RESOLUTION

Save as otherwise herein expressly provided any dispute or differences arising between the Parties as to their respective rights duties or obligations (including questions of value PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion to enforce a restriction or requirement imposed under the obligations in clause 4 and Schedules by injunction) 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 with not less than 10 years post qualification experience 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 or Chartered Institute of Housing or Royal Institution of Chartered Surveyors and the decision of the said expert shall be final and binding on the Parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

14. 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.

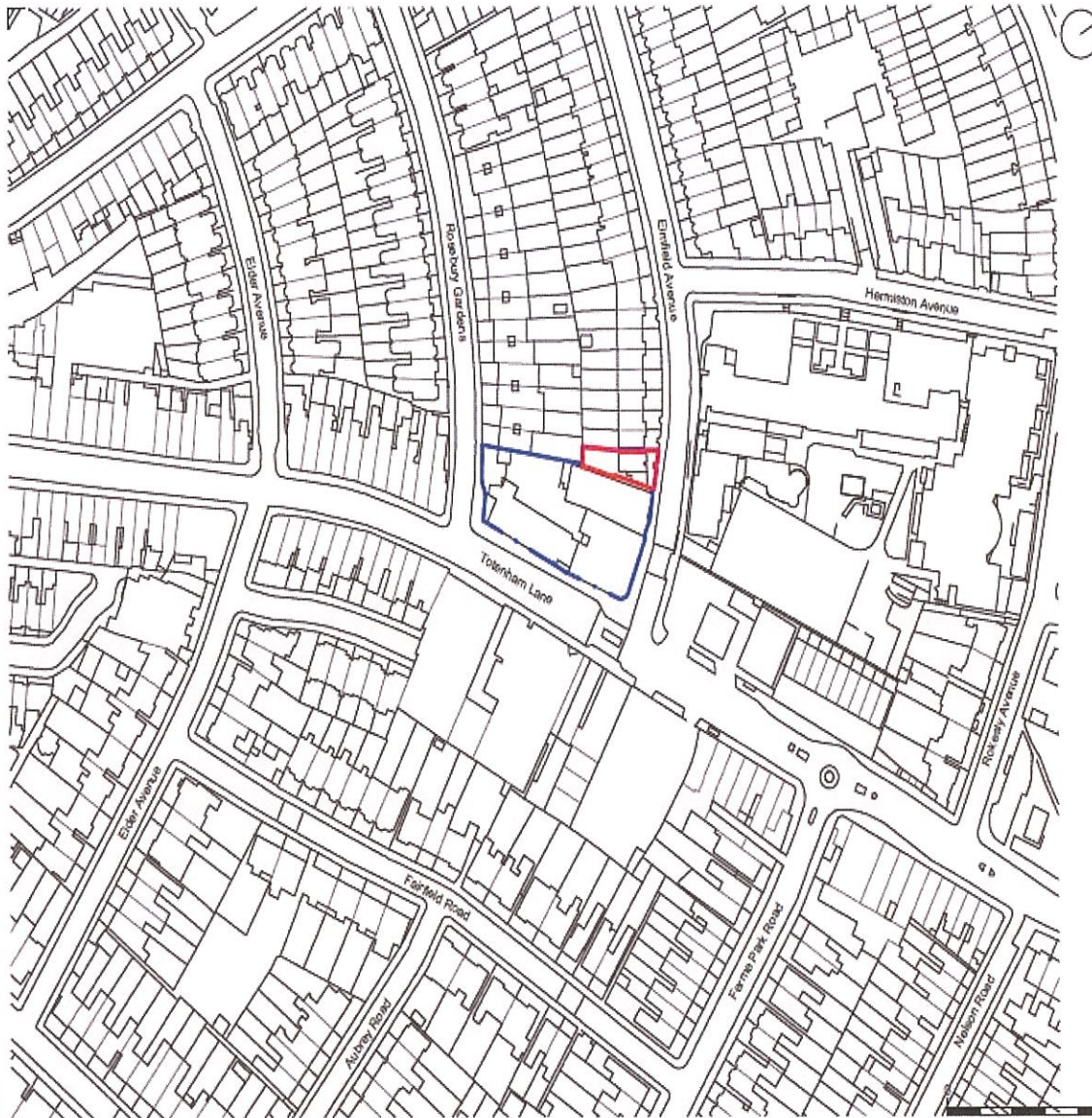
15. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that at the date of this Agreement apart from the Parties 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.

16. JURISDICTION

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

FIRST SCHEDULE PLAN 1



Notes

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
4. Drawing to be read with all other issued information. Any discrepancies to be sought to the architect.
5. This drawing is the property of Levitt Bernstein and may not be copied, issued or reproduced in any form, or passed to a third party without written consent.
6. This drawing is prepared for the sole use of North London YMCA and no liability to any other persons is accepted by Levitt Bernstein. Levitt Bernstein accepts no liability for use of this drawing by parties other than the party for which it was prepared or for purposes other than those for which it was prepared.
7. Unless indicated otherwise, all structural and M&P information shown in this architectural drawing has been designed and checked by the relevant consultants, who have complete design responsibility for those elements.

This is not a construction drawing. It is submitted for the purpose of consultation and must not be used for construction.

Key:

- Site Boundary
- Ownership Boundary

PO3 02.10.24	Planning Issue	OM / SM
PO2 05.06.24	Planning Issue	IG
PO1 25.07.24	Issued for Information	OM / SM
Rev	Description	Drawn / Checked

Project Name

52 Elmfield Avenue
North London YMCA

Drawing Number

4026 - LB - 22 - 22 - D - A - 101000 P03

Drawing

Site Location Plan

Purpose of Issue

S2 - For Information

Scale

1:1250 @ A3

Sheet

North London YMCA

London

24 The Vale

London EC7A 6TH

020 7700 7070

Manchester

2 Canal Street

Manchester M2 4LZ

0161 885 8165

Levitt Bernstein

levittbernstein.co.uk

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SECOND SCHEDULE
CAR FREE DEVELOPMENT

1. DEFINITIONS

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

Expression	Meaning
“Blue Badge Holder”	means a person who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended);
“Resident’s Parking Permit”	means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
“Residential Units”	means the residential units constructed as part of the Development;
“Traffic Management Order”	means the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;

2. RESTRICTION ON APPLYING FOR RESIDENTS PARKING PERMITS

- 2.1 The Property shall not be used and/or Occupied by anyone who has a Resident’s Parking Permit save for the application of paragraph 2.5 of this Second Schedule.
- 2.2 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.
- 2.3 Prior to the Occupation of each Residential Unit each resident shall be informed by the Owner of the contents of this Agreement 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 resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of paragraphs 2.1 and 2.2 of this Second Schedule 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."

- 2.4 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 2 of the Second Schedule.
- 2.5 The restrictions in paragraphs 2.1 to 2.4 of this Second Schedule shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.

ANNEXURE 2

Payment Form

1. Your name:
2. Your bank account name:
3. Your bank and branch
name and address:
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council:

£.....
7. The Legal Agreement to which the payment relates:

.....
8. The Contributions being paid pursuant to the abovementioned Legal
Agreement:

.....

.....

.....

NOTES

The Council's Bank details are:

London Borough of Haringey
Barclays Bank plc
Wood Green Branch
London N22

Sort Code: 20-98-47
Account Number: 73294617

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

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

IN WITNESS whereof the Parties have executed this Agreement 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:



.....
Authorised Officer

ALEXANDRA GODINET

Senior Lawyer - Property and Planning

EXECUTED AS A DEED by YMCA LONDON CITY AND NORTH

acting by a director

M. WILUSZEWSKI

)

In the presence of:

..... (witness signature)

Witness name:

RACHEL GARNER

Address:

616 RAULICH RD
BRONWOOD, ESSEX, CM13 1SG

Occupation:

EXECUTIVE ASSISTANT

