



DATED

2026

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

and

(2) FINEBAKE LTD

AGREEMENT RELATING TO LAND KNOWN AS

LAND AT 27-31 GARMAN ROAD N17 0YU

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

Fiona Alderman

Interim Head of Legal and Governance (monitoring officer)

London Borough of Haringey

Alexandra House

10 Station Road

Wood Green

London N22 7TR

Legal Ref: LEG/PP/JXF/68087

Planning Ref: HGY/2021/0894

DATED this day of2026

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) FINEBAKE LTD (Co. Regn. No. 04424945) of Unit 5 10 Manor Road, London,
England, N16 5SA (**“Owner”**) of the second part

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number AGL319372.
- (C) 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.
- (D) The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following execution of this Agreement to grant the Planning Permission.
- (E) The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

- (F) 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:

Word or Expression	Meaning
“1972 Act”	the Local Government Act 1972;
“1974 Act”	the Greater London Council (General Powers) Act 1974;
“1980 Act”	The Highways Act 1980;
“2011 Act”	the Localism Act 2011;
“the Act”	the Town and Country Planning Act 1990;
“Agreement”	the Agreement herein evidenced by this deed;
“the Application”	the planning application seeking planning permission for the Development bearing reference HGY/2023/0894;
“Borough”	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 6.3 written notification confirming that the Development has been completed in accordance with the Planning

Word or Expression	Meaning
	Permission and 'Completion Notice' shall be construed as the written confirmation thereof issued by the Council;
“the Development”	means development of the Property consisting the erection of two replacement units designed to match the original units following fire damage and demolition of the original units 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;
“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) and “Implement” “Implemented” “Implementation” and “Implementation Date” or any other derivation of this term shall be construed accordingly;

Word or Expression	Meaning
"London Plan"	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"	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 for the purposes set out in the Planning Permission excluding occupation for the purposes of security, fitting out or marketing the Development;
"the Owner"	the Owner who is liable for the performance of the Owner's covenants obligations undertakings and restrictions contained in this Agreement;
"the Parties"	the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
"Payment Form"	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Sixth Schedule

Word or Expression	Meaning
“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;
“the Planning Permission”	the planning permission for the Development granted pursuant to the Application;
“the Property”	the land and premises known as 27 – 31 Garman Road N17 0YU 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 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 Any reference to a Schedule or Annex is to a schedule or annex to this Agreement.
- 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 save for clause 4 which shall take effect on the date on which the Planning Permission is granted.

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 9) 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 the obligations in the Fifth Schedule (Highway Improvement Contributions and Highway Works) 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 (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.

- 3.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.

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 Implemented.
- 4.2 To observe and perform the obligations and restrictions set out in the Second Schedule (Travel Plan) the Third Schedule (Employment and Skills) the Fourth Schedule (Energy) and the Fifth Schedule (Highway Improvement Contributions and Highway Works).

5. COUNCIL'S COVENANTS

5.1 Purpose of Contributions

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

5.2 Discharge of Obligations

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

6. NOTICE TO THE COUNCIL/OTHER MATTERS

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

6.2 If 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.

6.3 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.

6.4 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Occupation Development specifying when such Occupation is anticipated to take place.

6.5 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have

access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 6.6 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by the Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.7 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7. PAYMENTS VAT AND INDEX LINKING

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended 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 considerations 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 upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage

increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.

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

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

8. NOTICES 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 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 monitoring costs of £ 2714.10 and 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 is a local land charge and shall be noted on the register of local land charges maintained by the Council.

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 HM 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 note on the entry made in the register of local land charges maintained by the Council in respect of this Agreement that such obligations have been discharged.

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 shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

11.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as

Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

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

12. THIRD PARTY RIGHTS

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

13. DISPUTE RESOLUTION

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert 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 and/or enforcing a restriction or requirement imposed under the obligations in clause 4 and Schedules by injunction.

14. 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 occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them within 21 (twenty-one) days of such Disposition.

15. NON-COMPLIANCE

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

16. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that apart from the 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.

17. JURISDICTION

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

FIRST SCHEDULE
PLAN 1

SECOND SCHEDULE

TRAVEL

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
Considerate Constructor's Code of Practice	the code made pursuant to the Considerate Constructor's Scheme and annexed to this Second Schedule;
"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 to be submitted by the Owner to the Council for approval in accordance with the Planning Permission;
"Construction Logistics and Management Plan Monitoring Contribution"	the sum of £15,000 to be paid by the Owner to the Council in respect of the Council's costs of monitoring the Construction Management Plan and Construction Logistics Plan;

Expression	Meaning
“Construction Phase”	the period from the Implementation Date (but for the purposes of this definition of “Construction Phase” only Implementation shall not exclude demolition and site clearance works) until the Completion Notice Date;
“Revised Travel Plan”	a revision of the Travel Plan which shall be revised to incorporate measures to monitor and manage on-site car park usage with the objective of reducing the use of the private car by occupiers of the Development and visitors and which is approved by the Council;
“Travel Plan”	the travel plan in respect of Development to be submitted by the Owner;
“Travel Plan Monitoring Contribution”	the sum of £3,000 to be paid by the Owner to the Council per year per unit (2 units) for a period of 5 years at a total of £30,000 as provided for in this Second Schedule in respect of the Council’s costs of monitoring the Revised Travel Plan;
“Travel Plan Co-Ordinator”	a person appointed to liaise with the Council in the submission and agreement of the Revised Travel Plan and on compliance therewith and to be responsible for promoting the Revised Travel Plan to Occupiers of the Development; and
“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 on or prior to Implementation pay to the Council the Construction Logistics and Management Plan Monitoring Contribution and the Travel Plan Monitoring Contribution;

2.2 not to:

2.2.1 Implement, cause or permit Implementation of the Development;

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

2.2.3 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 Monitoring Contribution and the Travel Plan Monitoring Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.

3. TRAVEL PLAN

The Owner covenants as follows:

3.1 No less than 6 (six) months prior to the anticipated Occupation date the Owner shall submit a draft of the Revised Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Revised Travel Plan to resubmit an amended draft Revised Travel Plan having regard to the Council's reasonable reasons for refusal until the Revised Travel Plan is approved by the Council in writing.

3.2 Not to Occupy or cause or permit Occupation of any part of the Development until three months after the Revised Travel Plan is approved and following approval of the Revised Travel Plan, not to Occupy or cause or permit Occupation of any part of the Development otherwise than in accordance with the Revised Travel Plan approved by the Council.

4. TRAVEL PLAN CO-ORDINATOR

The Owner covenants with the Council:

- 4.1 to appoint the Travel Plan Co-Ordinator no less than 6 (six) months prior to the anticipated Occupation Date;
- 4.2 to ensure that the services of a Travel Plan Co-ordinator are secured for at least six 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 appointment of the Travel Plan Co-Ordinator;
- 4.5 to ensure that each Occupier complies with the Revised Travel Plan (as may be amended from time to time in accordance with paragraph 4.6 of this Second Schedule) for the part of the Development that such Occupier occupies; and
- 4.6 that the Travel Plan Co-ordinator will for a minimum of 5 years work in collaboration with the Council to conduct annual reviews, within 5 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 the Revised Travel Plan and following such reviews use reasonable endeavours to secure such amendments to the Revised Travel Plan as may be reasonably required by the Council.

5. WELCOME PACK

- 5.1 No less than 3 (three) months prior to the anticipated Occupation of the Development the Owner shall submit a draft of the Welcome Pack to the Council for approval and in the event of any refusal by the Council to approve the Welcome Pack the Owner shall have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Welcome Pack having regard to the Council's reasonable reasons for refusal until the draft Welcome Pack is approved by the Council in writing.

5.2 Not to Occupy the Development until a Welcome Pack to be submitted to the Council pursuant to paragraph 5.1 of this Second Schedule has been approved by the Council in writing; and

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

ANNEX TO THE SECOND SCHEDULE

CONSIDERATE CONSTRUCTORS CODE OF PRACTICE

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

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

Expression	Meaning
“Apprentice” or “Apprentices”	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 NVQ¹ level 2 or above and with a written contract to that effect and must be: • employed on a contract as an Apprentice pursuant to written contract; • working alongside experienced staff to gain job specific skills; • attending college or an education and training provider as part of their Apprenticeship;
“Apprenticeship”	an industry-led training programme leading to a recognised qualification with a set of requirements used by training providers, colleges, and employers to ensure that all Apprenticeship programmes are delivered consistently and to national standards²;
“Apprenticeship Support Contribution”	a financial contribution to support the recruitment process of Apprenticeships to be calculated on the

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

² More information about the government apprenticeship standards and fees can be found at <https://www.gov.uk/government/organisations/skills-england>

Expression	Meaning
	basis of £1,500 per Apprentice employed during the Construction Phase of the Development;
“Assigned Officer”	the Council’s social value officer assigned by the Council to meet the requirements of the Inclusive Economy Team or such other officer notified from time to time;
“Construction Partnership”	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate inclusive economy activities as notified by the Council to the Owner from time to time;
“Contractor”	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”	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"	the plan to be submitted to the Council and containing the information outlined under paragraph 2 below;

Expression	Meaning
“Employment and Skills Support Providers”	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;
“Employment and Skills Team”	the Council’s team responsible for Employment and Skills policy, strategy, commissioning and compliance;
“Flexi-job Apprenticeship agency” or “Flexi-job Apprenticeship agencies”	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship;
“Haringey Works”	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”	the Council’s team responsible for employment, skills development and local business growth policies, strategies, commissioning, programmes and compliance;
“Implementation Date”	the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions,

Expression	Meaning
	diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and references to “Implementation” and “Implement” shall be construed accordingly;
“London Living Wage”	the hourly rate which the Living Wage Foundation (or any alternative independent successor body agreed in writing between the Parties) determines is the minimum rate required to cover the basic costs of living in the Borough ³ ;
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term Residents shall be construed accordingly;
“Skills Contribution”	a financial contribution towards the support of local people who have been out of work and/or do not have the skills set required for the jobs created in the sum of £13,094.51 calculated in accordance with the Council’s Planning Obligations Supplementary Planning Document March 2018 paragraphs 7.29 - 7.30;
“Skills Training”	a training programme that is intended to provide unemployed Residents with the skills and accredited qualifications to access jobs being created by the Development and consisting of work placements and

³ More information can be found at <https://www.livingwage.org.uk/>

Expression	Meaning
	a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes ⁴ ;
“STEM and Career Education Activities”	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 ⁵ ;
“Work Experience”	positions for students and learners based in the Borough to undertake work experience for a minimum of five (5) Working Days and a maximum of 20 hours per week;
“Work Placements”	positions for Residents who are not in education or training to undertake work for a minimum of five (5) Working Days (35 hours) to include pre-employment placements;

2. EMPLOYMENT AND SKILLS PLAN

The Owner covenants with the Council as follows:

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

5 The format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan

2.1 No later than twenty-eight (28) 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 and in the event of any refusal by the Council to approve the Employment and Skills Plan to resubmit an amended draft Employment and Skills Plan having regard to the Council's reasonable reasons for refusal until the Employment and Skills Plan is approved by the Council in writing:

2.1.1 the provision of not less than twenty percent (20%) of the workforce employed during the Construction Phase of the Development to comprise Residents each of whom shall be so employed 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 10% of the construction workforce at its anticipated maximum provision on site, such Apprentices to be

(a) nominated by Haringey Works;

(b) employed EITHER

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

(ii) until completion of the Apprenticeship if recruited directly,

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

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

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 Support Providers for any recruitment assessment screening testing and application

support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising from the Development during the Construction Phase SAVE THAT in the event that the Assigned Officer or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within 10 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 Experience, the number of which to be agreed with the Assigned Officer having regard to the cost of the construction Development;

2.1.6 the provision of Work Placements, the number of which to be agreed with the Assigned Officer having regard to the cost of the construction Development;

2.1.7 provision of no fewer than FIVE (5) STEM and Career Education Activities, the format of such activities 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 individuals;

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 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. A final meeting will be held 28 days prior to construction completion, prior to this meeting all information must be reported. Any evidence reported after the Final Review meeting will not be accepted, unless otherwise agreed by the Assigned Officer.

2.1.11 how the Owner shall ensure that it 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

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

2.2 Not to start or cause or permit the start of the Construction Phase of the Development unless and until the Employment and Skills Plan has been approved by the Council in the writing and not to carry out the Development otherwise than in accordance with the Employment and Skills Plan as so approved.

3. EMPLOYMENT AND SKILLS – OCCUPATION

3.1 No later than twenty-eight (28) 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.

3.2 Not to Occupy or cause or permit Occupation or use of the Development unless and until an Employment and Skills Plan for the Occupation Phase has been submitted to and approved by the Council in writing PROVIDED THAT the:

3.2.1 Plan shall not need to contain the information outlined in paragraph 2 where the relevant requirement relating to that information has been discharged during the Construction Phase; and

3.2.2 requirement in this clause to submit the said Plan shall not apply in the event that the Council has confirmed in writing that all the requirements in the Employment and Skills Plan for the Construction Phase and the obligations in this paragraph 3 have been discharged.

4. **APPRENTICESHIP SUPPORT CONTRIBUTION**

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 7.1 of this Agreement.

5. **SKILLS CONTRIBUTION**

The Owner shall not Implement or permit Implementation until the **Skills Contribution** has been paid in full by the Council in accordance with clause 7.1 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 Support Providers to:

6.1.1 meet the requirements of the Employment and Skills Plan (as approved), 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 start the Construction Phase or cause or permit the start 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 Third Schedule is not met in accordance with the Employment and Skills Plan (as approved) 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 Working Days of the date of a written request from the Assigned Officer to meet.

7.2 Notwithstanding the review required by the preceding paragraph 7.1 in the event that the Council determines that the number of Residents to be employed in accordance with paragraph 2.1.1 of this Third Schedule and the Employment and Skills Plan (as approved) cannot be achieved then the Owner shall pay to the Council a sum of £2,800 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 7.1 of this Agreement and within 15 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 Third Schedule and the Employment and Skills Plan (as approved) then the Owner shall pay a sum of £13,000 per full time Apprentice not employed in accordance with paragraph 2.1.3 of this Third Schedule to the Council to support Apprenticeships and such amount shall be paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council.

8. INFORMATION TO BE SUPPLIED

The Owner shall;

8.1 the Owner (and its contractor, agents) shall state clearly in tender documentation, prepared or distributed to contractors that all contractors/sub-contractors will be required to observe the obligations in this Third schedule and that they shall be required to engage with the Council in respect of the performance of the obligations

8.2 inform any applicable leaseholders and Occupiers of the Development of Haringey Works 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.

FOURTH SCHEDULE

ENERGY

In this Fourth Schedule 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;
“Automatic Meter Reading Device(s)”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
“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;
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution calculated and approved as part the Sustainability Review <u>LESS</u> the Base Carbon Offsetting Contribution;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution identified in the Approved Energy Plan;

Words and Expressions	Meanings
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) calculated at the Carbon Offsetting Rate 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 £2,850 per tonne of carbon dioxide plus a 10% (ten percent) management fee
“Carbon Reduction Target”	a 100% reduction in carbon emissions from a Part L of schedule 1 to the Building Regulations 2010 (as amended by the Building Regulations etc (Amendment) (England) Regulations 2021) compliant building calculated in accordance with the Energy Performance Guidance
“Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);
“Energy Plan”	means a review of the Energy Strategy to be submitted to the Council by the Owner in accordance with this Agreement and Condition 8 of the Planning Permission and containing information relating to the Development’s energy requirements and performance and how these will

Words and Expressions	Meanings
	be met and shall comprise the details required by condition 8 of the Planning permission and including the following details: a) details of the supply of heat and energy to the Development; b) information regarding the performance of the Development's energy proposals and how these will be met including how the Development will comply with Energy Performance Guidance to achieve the Carbon Reduction Target; c) the amount and calculation of the Carbon Offsetting Contribution (if applicable) anticipated from the data in the submitted Energy Plan; and in the event of any refusal by the Council to approve the Energy Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal until the Council approves the Energy Plan ("the Approved Energy Plan");
"Energy Plan Costs"	the Council's reasonable and proper costs incurred in reviewing the submitted Energy Plan including the costs of any independent consultant engaged by the Council to review and verify the information in the Energy Plan;

Words and Expressions	Meanings
“Energy Strategy”	the energy statement prepared by Archieve Green (dated 26 June 2024) submitted to the Council as part of the Application;
“Sustainability Review”	an assessment to be provided by the Owner in writing for the approval of the Council in accordance with this Agreement and the Planning Permission which shall include an as built detailed energy assessment of the Development prepared in accordance with the Energy Performance Guidance and Council policies which: a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Approved Energy Plan and in particular whether the Carbon Reduction Target has been met at the Development; b) explains and provides evidence to demonstrate whether or not the Development following Occupation complies with London Plan and Council policies; c) re-calculates and explains the amount of the Carbon Offsetting Contribution (if any) having regard to the as built data available and supplied as part of this review; d) provides evidence to support (a) to (c) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates; and

Words and Expressions	Meanings
	e) such other information reasonably requested by the Council; which when approved shall become the “Approved Sustainability Review” and
“Sustainability Review Costs”	the Council’s reasonable and proper costs incurred in reviewing the submitted Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the information in the Sustainability Review.

The Owner covenants with the Council as follows:

2.1 Not to carry out any Above Ground Works until the Energy Plan has been submitted to and approved by the Council.

2.2 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Plan accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.

2.3 To reimburse the Council the Energy Plan Costs insofar as the same are incurred in reviewing the submitted Energy Plan and pay those costs to Council within 21 Working Days of a demand therefor.

2.4 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 7.1 of this Agreement before carrying out any Above Ground Works.

3. **SUSTAINABILITY REVIEW**

3.1 Not to Occupy or cause or permit Occupation or use of the Development until the Sustainability Review has been submitted to the Council for approval and in the event of any refusal by the Council to approve the Sustainability Review to resubmit

an amended draft Sustainability Review having regard to the Council's reasonable reasons for refusal until the Sustainability Review is approved by the Council in writing and once approved not to Occupy or cause or permit Occupation of any part of the Development otherwise than in accordance with the Sustainability Review approved by the Council in writing.

3.2 To provide any information or documentary evidence reasonably requested by the Council in relation to the Sustainability Review accurately, in good faith and as soon as practicable and in any event within 10 (ten) Working Days of such a request.

3.3 The Owner shall reimburse the Council the Sustainability Review Costs insofar as the same are incurred in reviewing the submitted Sustainability Review and pay those costs to Council within 21 Working Days of a demand therefor.

3.4 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 7.1 of this Agreement before Occupation.

3.5 Not to Occupy or cause or permit Occupation or use of the Development unless and until the Council has received payment of the Additional Carbon Offsetting Contribution (if any) in accordance with paragraph 3.1 of this Schedule.

4. 'BE SEEN' ENERGY PERFORMANCE INDICATORS

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

4.2 The Owner shall:

4.2.1 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;

4.2.2 install Automatic Meter Reading Devices in the Development as required by paragraph **Error! Reference source not found.**;

4.2.3 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.

4.3 One year after the Occupation Date and on each anniversary of this date thereafter for a period of 5 years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the Be Seen Guidance to the GLA via its dedicated portal and where the actual performance differs from the estimated performance, identify the causes and take the necessary mitigation measures to improve performance to the Council's reasonable satisfaction.

5. 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.

FIFTH SCHEDULE
HIGHWAY IMPROVEMENT CONTRIBUTIONS
AND HIGHWAY WORKS

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

Word or Expression	Meaning
“Highway Works”	means the following works: (a) Reconstruction of the vehicle crossover; (b) Access to the Highways; (c) Measures for street furniture relocation; (d) Carriageway markings; (e) Access and visibility safety requirements; (f) Improved pedestrian and cycling infrastructure.
“Highway Works Specification”	a detailed technical specification including detailed drawings prepared in line with the indicators in the Council’s Healthy Streets document showing the location and extent of the Highway Works and lighting improvements, construction details together with stage 1 and 2 road safety audit and existing conditions surveys;

2.1 The Development shall not be Implemented until

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

2.1.2 an agreement made pursuant to Section 278 of the 1980 Act 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 to the satisfaction of the Council.

2.3 It is agreed between the Parties that the provisions of Clause 13 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

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 the day and year first before written

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

.....
Authorised Officer

EXECUTED AS A DEED by **FINEBAKE LTD**

acting by a director in the presence of::)

Witness sign:

Witness name:

Witness address:

Director: