

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

and

(2) TRINITY INTERNATIONAL PROPERTIES LIMITED

AGREEMENT RELATING TO LAND KNOWN AS

157-159 Hornsey Park Road, London N8 0JX

**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 day of 2025

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY**
of Civic Centre Wood Green London N22 8LE ("**Council**") of the first part
- (2) TRINITY INTERNATIONAL PROPERTIES LIMITED** (Company registration number 13910747) whose registered office is at 35 Ballards Lane, London N3 1XW ("**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 part of the Property registered at the Land Registry under title number AGL175023 and MX167553 and NGL494527.
- (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 together with the Owner 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/2024/0466;
"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 6.4 written notification that the Development has been completed confirms that the Development has been completed in

Word or Expression	Meaning
	accordance with the Planning Permission and 'Completion Notice' shall be construed as the written confirmation thereof issued by the Council;
"the Development"	the demolition of existing structures and erection of two buildings to provide residential units and Class E floorspace; and provision of associated landscaping, a new pedestrian route, car and cycle parking, and refuse and recycling facilities 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;
"London Plan Annual Monitoring Report"	the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of 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 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

Word or Expression	Meaning
	with this Agreement as set out in the Eighth Schedule;
“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 157 Hornsey Park Road, land at the back of 153-171 Hornsey Park Road and west side of Hornsey Park Road, London (N8 0JX) 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 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) and the Sixth Schedule (Access Plan) and the Seventh Schedule (Affordable Housing Contribution and Viability Review).

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.

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 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 ten (10) 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. 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 The Owner shall give written notice to the Council no later than five Working Days prior to the date of construction of the Above Ground Works specifying when construction is anticipated to take place.
- 6.4 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.
- 6.5 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Occupation of more than 50% of the Development specifying when such Occupation is anticipated to take place.
- 6.6 The Owner shall give written notice to the Council no later than five Working Days prior to the date of Occupation of more than 50% of the Residential Units specifying when such Occupation is anticipated to take place.
- 6.7 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.
- 6.8 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.
- 6.9 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 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 monitoring costs of £4,025.25 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 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 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.

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 (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.

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. SECTION 73 VARIATION

17.1 in the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the Act or any variation or release of any condition under section 96a of the Act in relation to the Planning Permission and unless otherwise agreed between the Parties, with effect from the date that the new planning permission is granted pursuant to section 73 of the Act the:

17.1.1 obligations in this Agreement shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Property granted pursuant to section 73 of the Act and the Property itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the Act; and

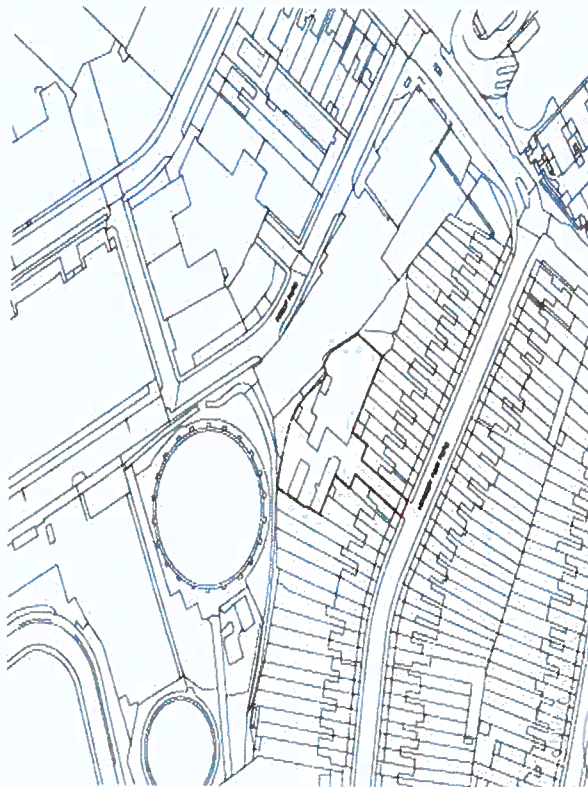
17.1.2 definitions for Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s);

ALWAYS PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application under section 73 of the Act and requiring a new deed or supplemental deed pursuant to section 106 of the Act if the Council considers that such deed is necessary.

18. JURISDICTION

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

PLAN 1

[illegible]

Principal Lawyer - Corporate Employment and Education

SECOND SCHEDULE

TRAVEL

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);
"Car Club"	means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate;
"Car Club Operator"	means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
"Commercial Development"	means that part of the Development comprising the commercial (class E) floorspace as coloured purple on Plan 2;
"CoMoUK"	means the national charity promoting responsible car use;
"Considerate Constructor's Code of Practice"	the code made pursuant to the Considerate Constructor's Scheme and annexed to this Second Schedule;

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 (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;

Expression	Meaning
“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;
“Plan 2”	the plan numbered 2 in the annex to the Second Schedule;
“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 32 units of residential accommodation to be provided as part of the Development and “Residential Unit” shall be construed accordingly;
“Travel Plan”	a plan incorporating measures to promote travel by sustainable modes of transport to and from the Development and to monitor and manage on-site car park usage with the objective of reducing the use of the private car by residents of the Development and their visitors/employees commuting to the Development and which is approved by the Council;
“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;

Expression	Meaning
"Traffic Management Order Contribution"	means the sum of £4,000 payable by the Owner to the Council to be pooled towards the costs associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident's Parking Permit;
"Travel Plan Co-Ordinator"	a person appointed to liaise with the Council in the submission and agreement of the Revised Commercial Travel Plan and Revised Residential Travel Plan and on compliance therewith and to be responsible for promoting the Revised Commercial Travel Plan and Revised Residential Travel Plan to Occupiers of the Development;
"Travel Plan Monitoring Contribution"	the sum of £25,000 to be paid by the Owner to the Council as provided for in this Second Schedule in respect of the Council's costs of monitoring the Travel Plan;
"Travel Statement"	a written statement for the Commercial Development which: (a) is in accordance with the Travel Plan; and (b) sets out ways the Occupier of the Commercial Development will encourage sustainable transport to and from the Development; and is in accordance with the London Plan policy and any guidance published relating thereto; and

Expression	Meaning
"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 and the Traffic Management Order Contribution;
- 2.2 Not:
 - 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 and the Traffic Management Order 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 Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Travel Plan the Owner shall before invoking the provisions of Clause 13 have regard to the Council's reasonable reasons for such refusal and resubmit an amended draft Travel Plan having regard to the Council's reasonable reasons for refusal.
- 3.2 Not to Occupy or cause or permit Occupation of any part of the Development unless and until the Travel Plan is approved and following approval of the Travel Plan, not to Occupy or cause or permit Occupation of any part of the Development otherwise than in accordance with the 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 expiration of six 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 the Commercial Development a travel statement before taking up occupation and to

secure a new or revised Travel Statement from a new Occupier when occupation of the Commercial Development is to change;

- 4.6 to ensure that each Occupier complies with the Revised Commercial Travel Plan and the Revised Residential Travel Plan (as may be amended from time to time in accordance with paragraph 4.7 of this Second Schedule) for the part of the Development that such Occupier occupies; and
- 4.7 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 Commercial Travel Plan and the Revised Residential Travel Plan and following such reviews use reasonable endeavours to secure such amendments to the Revised Commercial Travel Plan and the Revised Residential Travel Plan 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. RESTRICTION ON APPLYING FOR RESIDENTS PARKING PERMITS

- 6.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 6.5 of this Second Schedule.
- 6.2 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.
- 6.3 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 6.1 and 6.2 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."

- 6.4 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 6 of the Second Schedule.
- 6.5 The restrictions in paragraphs 6.1 to 6.4 of this Second Schedule shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.

7. CAR CLUB

The Owner covenants with the Council:

- 7.1 To ensure that residents of the Development are offered free membership of a Car Club for a period of three years from the Occupation Date of their Residential Unit PROVIDED THAT during this three year period the Owner shall not be obliged to offer memberships to more than two (2) qualifying Occupier of each Residential Unit.
- 7.2 To pay into the Car Club a credit of £100 per annum for a period of three years from the Occupation Date in respect of each Residential Unit to the Occupiers of each Residential Unit up to a maximum of two (2).

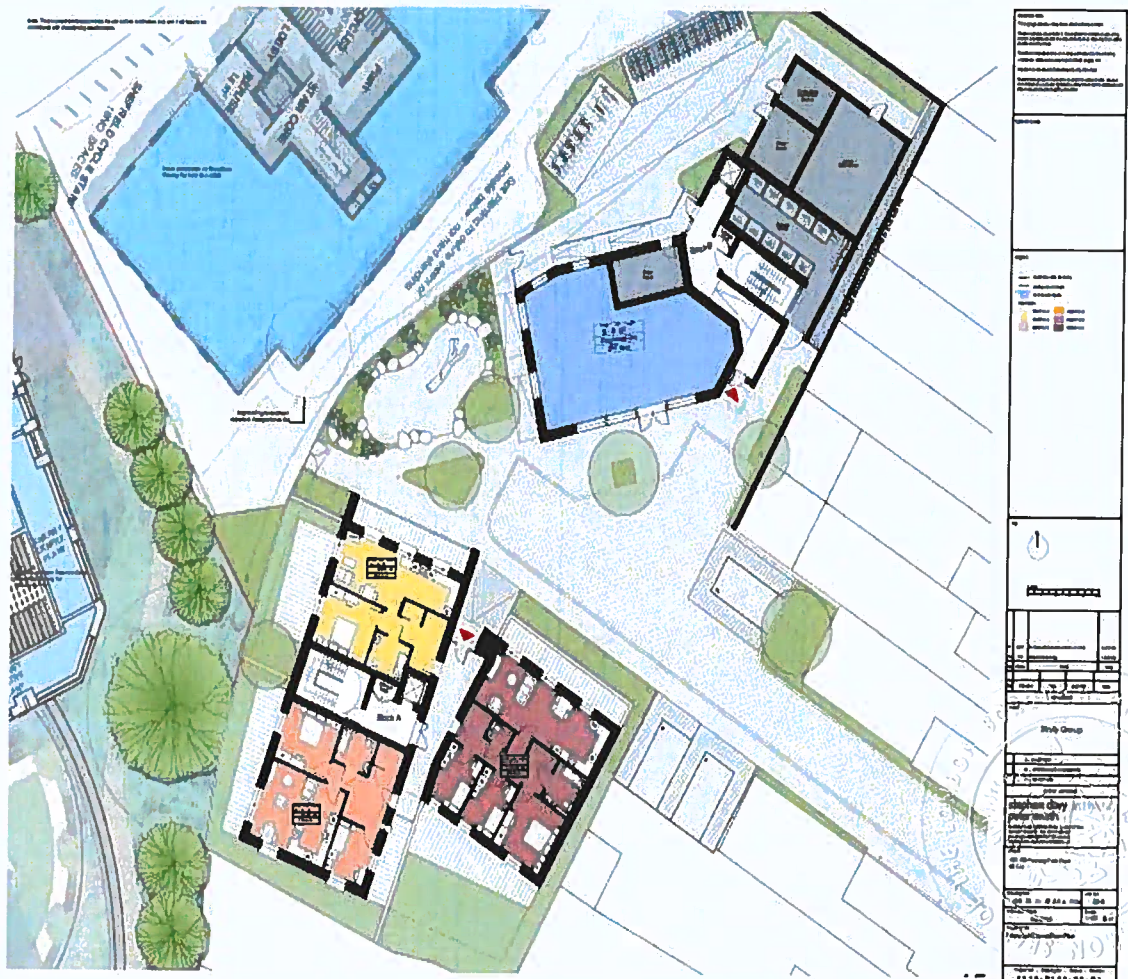
- 7.3 For three years from the Occupation Date of each Residential Unit to provide marketing literature to the residents of that Residential Unit PROVIDED THAT this marketing literature shall include the incentives detailed in paragraphs 7.1 and 7.2 and 7.5 of this Second Schedule.
- 7.4 To provide evidence of compliance with the provisions of this paragraph 7 of this Second Schedule to the Council's Transportation Planning Team when asked to do so and not to Occupy or cause or permit Occupation until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided and all the related provisions in paragraph 7 of this Second Schedule have been complied with.
- 7.5 In the event that any Occupier of a Residential Unit notifies the Owner that instead of using the Car Club they will instead purchase a bicycle the Owner shall instead of providing the credit pursuant to paragraph 7.2 of this Second Schedule pay the Occupier the equivalent of that credit by way of voucher (to the value of at least £150) only due to the Residential Unit less any credit already paid for the purposes of purchasing a bicycle.

8. CONSTRUCTION LOGISTICS AND MANAGEMENT

- 8.1 No less than 3 (three) months prior to 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 13 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.
- 8.2 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 8.1 of this Second Schedule.
- 8.3 Not to Implement the Development before the Construction Logistics and Management Plan has been approved by the Council.

- 8.4 If the Construction Logistics and Management Plan has been submitted by the Developer and the Council has not approved or responded to the Developer within 3 months, the Construction Logistics and Management Plan shall be deemed approved by the Council.

PLAN 2



Principal Lawyer - Corporate Employment and Education

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

1. DEFINITIONS

In this Third Schedule in addition to the definitions in clause 1.1 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 NVQ level 2 ¹ and with a written contract to that effect and must be: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; and • attending college or an education or training provider as part of their Apprenticeship;
“Apprenticeship or Apprenticeships”	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 standards ² ;
“Apprenticeship Support Contribution”	a financial contribution to support the recruitment process of Apprenticeships to be calculated on the basis of £1,500 per Apprentice employed (or should be employed according to the Employment and Skills Plan) during the Construction Phase of the Development;

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.instituteforapprenticeships.org/>

Expression	Meaning
"Assigned Officer"	the Council's social value officer assigned by the Council to meet the requirements of the Local Economy Team or such other officer notified from time to time;
"Construction Partnership"	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;
"Construction 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;
"Contractor"	the organisation or person 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;
“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 ⁷ ;
“Haringey Works Team”	the Council's team responsible for supporting residents and persons 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 Inclusive Economy policies, strategies, commissioning, programmes and compliance and any successor team(s) that may exist from time to time;
“London Living Wage”	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough 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;

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

Expression	Meaning
“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 to be calculated in accordance with the Council's Planning Obligations Supplementary Planning Document March 2018 paragraphs 7.29 -7.30;
“Skills Training”⁴	a training programme that is intended to provide unemployed Residents with the skills and 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 ⁵ ;
“STEM and Career Education Sessions”	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 ⁶ ;
“Work Experience”	positions for students and learners based in the Borough to undertake work experience for a minimum of five Working Days and a maximum of 25hrs hours per week; and
“Work Placements”	positions for Residents, who are not in education or training to undertake work placement for a minimum

⁴ <https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>

⁵ For further information, visit <https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>

⁶ The format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan

Expression	Meaning
	of 5 (five) days (36 hours) to include pre-employment placements.

2. EMPLOYMENT AND SKILLS PLAN

The Owner covenants with the Council as follows:

2.1 No later than twenty (20) Working Days prior to the carrying out 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, local opportunities projections, and timelines setting out how the Owner will achieve the following stipulations during the Construction Phase:

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-five percent (25%) referred to in paragraph 2.1.1 of this Third Schedule;

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 for either:

(i) 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 Haringey Works team 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 Placements, the number of which to be agreed with the Assigned Officer having regard to the cost of constructing the Development;
- 2.1.6 the provision of Work Experience, the number of which to be agreed with the Assigned Officer having regard to the cost of constructing the Development;
- 2.1.7 provision of no fewer than five (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer;
- 2.1.8 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, the purchase of products or services locally and or support locally based social enterprises including capacity building assistance through advice on business planning;
- 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;
- 2.1.11 how the Owner shall use reasonable endeavours to 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 and Skills Contribution and
- 2.1.12 contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution.
- 2.2 Not to carry out or cause or permit the carrying out of the Construction Phase of the Development unless and until the Employment and Skills Plan has been approved by the Council 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

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.

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

If the Approved Employment and Skills Plan shows that a Skills Contribution is payable the Owner shall not Implement or permit Implementation until the Skills Contribution has been received 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 carry out the Construction Phase or cause or permit the carrying out 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 state clearly in tender documentation, prior to selecting a Contractor, that these obligations under this Third Schedule must be complied with by such Contractor and any sub-contractor and that they shall be required to engage with the Council in respect of the performance of those obligations; and

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 AND DEN

1. DEFINITIONS

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

Words and Expressions	Meanings
“Above Ground Works”	works in the course of the construction of the Development pursuant to the Planning Permission which are situated above slab level;
“Approved Metering Strategy”	the strategy approved by the Council pursuant to condition 35 (Energy strategy) of the Planning Permission;
“Automatic Meter Reading Device(s)”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
“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 after the approval of the Sustainability Review <u>LESS</u> the Base Carbon Offsetting Contribution;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution derived from the approved Energy Plan;

Words and Expressions	Meanings
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) calculated at the Carbon Offsetting Rate 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 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

Words and Expressions	Meanings
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| | no more than 10 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 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 |

Words and Expressions	Meanings
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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
- 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:

Words and Expressions	Meanings
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| | (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 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;

Words and Expressions	Meanings
"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 (June 2022);
"Energy Plan" or as approved, the "Approved 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 35 (Energy strategy) 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 35 (Energy strategy) of the Planning Permission and in addition: 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)

Words and Expressions	Meanings
	anticipated from the data in the submitted Energy Plan; d) unless it has already been agreed that the Development will connect to the DEN, details of a Low Carbon Heating Plan; e) details of how the delivery of the Low Carbon Heating Plan are safeguarded until such point as a decision is made in connection to the DEN; and f) confirmation that the Future DEN Connection Zone is designed to enable connection of the Development 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;
“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”	the energy & sustainability statement revision H prepared by Irvineering dated 3 October 2024 submitted to the Council as part of the Application;
“Excluded DEN Costs”	the following costs that may be incurred by the Owner: a) financial payments that the Owner is required to make under the terms of this Agreement (including the DEN Connection Costs);

Words and Expressions	Meanings
	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 2.4 below;
“Future DEN Connection Zone”	the zone identified for future DEN pipework to connect the Development and each Unit to the DEN shown coloured pink and blue on Plan 2;
“Low Carbon Heating Plan”	a detailed plan required to be submitted as part of the Energy Plan which sets out alternative permanent arrangements for supplying heat to the entire Development in the event that the Development does not connect to the DEN including: a) details of any modifications required to the design of the Development to ensure there is sufficient space to accommodate this arrangement; b) any temporary arrangements to heat the Development in advance of the proposed permanent solution;

Words and Expressions	Meanings
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c) the amount and calculation of the Carbon Offsetting Contribution associated with this option;

“Solar PV Monitoring” the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings; and

“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) 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; and
- d) provides evidence to support (a) to (c) above including but not limited to photographic

Words and Expressions	Meanings
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| | evidence, air tightness test certificates and as-built energy performance certificates; and
e) such other information reasonably requested by the Council. |
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2. DEN

- 2.1 The Parties agree and acknowledge that 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.
- 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 once per year from the date of this Agreement (until completion of the Development) 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 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 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 2.13 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) PROVIDED THAT the DEN Feasibility Study shall be deemed to be approved if the Owner has not received the Council's written approval or written refusal of the DEN Feasibility Study within three months of the Council having confirmed receipt of an adequate and complete submission to the Council or, if earlier, within six months of submitting the Feasibility Study to the Council and not having heard further from the Council after such submission.

- 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 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");
 - 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;
 - 2.9.4 connect the Development with the DEN in accordance with the agreement reached between the Owner and the DEN Provider; and
 - 2.9.5 the measures to protect the future implementation of the Low Carbon Heating Plan may cease.

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 or materially higher than the cost of the provision of heat by the approved Low Carbon Heating Plan by 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) as compared with the approved Low Carbon Heating Plan taking into account any difference in the Carbon Offsetting Contribution between the DEN Heating Plan and the Low Carbon Heating Plan;**
- (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 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; and

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 A DEN Connection Notice may be served at any time up to 9 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.

2.14 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 except for paragraph 2.14 of this Second Schedule the provisions of this paragraph 2 shall cease to have effect and shall no longer apply.

- 2.16 Where the Development does not connect to the DEN the Low Carbon Heating Plan approved as part of the Energy Plan shall be implemented.

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 above not to carry out any Above Ground Works 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 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 7.1 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 in the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal until approved by the Council (the "**Approved Sustainability Review**").

- 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 Working Days of a demand therefor.
- 4.3 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.
- 4.4 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:
- 4.4.1 approved the Sustainability Review in accordance with paragraph 4.1 of this Fourth Schedule; and
- 4.4.2 it has received payment of the Additional Carbon Offsetting Contribution (if any) in accordance with paragraph 4.2 of this Agreement.
- 4.5 If the Council and the Owner cannot agree the Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph then clause 13 of this Agreement shall apply.

5. SOLAR PVS

- 5.1 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.
- 5.2 The Owner shall ensure the solar PV panels installed at the Development are maintained and cleaned annually to ensure the necessary carbon savings can be achieved.

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 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

- 7.1** 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

1. DEFINITIONS

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”	the works on (but not limited to) Hornsey Park Road comprising (but not limited to) the following: 1. reconstruction of the crossover and access to the Development; 2. removal of on-street resident parking bays; 3. reinstatement of the footways and footway improvement works; 4. measures for street furniture relocation; 5. carriageway markings; 6. access and visibility safety requirements; and 7. 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 including but without limitation signage and lining, widening, footway works and lighting improvements, construction details together with Stage 1 and 2 road safety audit and existing conditions surveys;

Word or Expression	Meaning
"Temporary Highways Specification"	a detailed technical specification including detailed drawings showing the location and extent of any temporary highways and associated traffic orders.

2. TEMPORARY HIGHWAYS SPECIFICATION

2.1 The Development shall not be Implemented until:

2.1.1 a Temporary Highways Specification has been submitted to and approved by the Council; and

2.1.2 the Council has received all costs, including associated traffic order costs, incurred by the Council in relation to the implementation of the temporary highways in the approved Temporary Highways Specification, in full by direct bank transfer to the Council's bank in accordance with clause 7.

3.2 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 Temporary Highways Specification and that as Highway Authority responsible for maintaining the highway after the temporary highways have been implemented the approval of the Temporary Highways Specification must be at the absolute discretion of the Council PROVIDED THAT nothing in this paragraph 3.2 shall permit the Council to extend the scope of the temporary highways following approval of the Temporary Highways Specification.

3. HIGHWAY WORKS

3.1 The Above Ground Works of the Development shall not be commenced until:

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

- 3.1.2 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.
- 3.2 Not to Occupy or cause or permit Occupation until the Highway Works have been completed to the satisfaction of the Council.
- 3.3 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 3.2 shall permit the Council to extend the scope of the Highway Works.

SIXTH SCHEDULE

PUBLIC ACCESS MANAGEMENT PLAN

1. DEFINITIONS

- 1.1 In this Sixth 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
“Agreed Access Point”	means the openings in the boundary of the development to provide point of access from the Northern Part of the development to the adjoining property as agreed by the Council in line with Plan 2;
“Northern Part”	Means the block shown grey and mauve on Plan 2; and
“Public Access Management Plan”	means a plan which sets out the measures that the Owner will adopt to secure access across the Development from Hornsey Park Road to land off Brook Road and Mayes Road, London N22 by members of the public including but without limitation measures to provide access for members of the public throughout the day with the fob-controlled access gate closed after dark for improved security at the Development at night, cleaning, CCTV, lighting and maintenance of that access route(s).

2. PUBLIC ACCESS MANAGEMENT PLAN

- 2.1 After the Completion Notice Date but before the Occupation Date of the northern part of the Development the Owner shall submit the Public Access Management Plan to the Council for approval and in the event of any refusal by the Council to approve the Public Access Management Plan the Owner shall before invoking the provisions of Clause 13 pay regard to the Council's reasonable reasons for

such refusal and shall resubmit the Public Access Management Plan as amended having regard to the Council's reasonable reasons for refusal until approved by the Council (the **"Approved Public Access Management Plan"**).

2.2 Not to Occupy or cause or permit Occupation of the Northern Part of the Development unless and until the Agreed Access Points are fully developed and ready to be accessed by members of the public in accordance with the Approved Public Access Management Plan (as may be amended from time to time in accordance with paragraph 2.3 of this Sixth Schedule) subject only to the provisions of clause 2.4.

2.3 The Owner shall 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 Approved Public Access Management Plan and following such reviews use reasonable endeavours to secure such amendments to the Approved Public Access Management Plan as may be reasonably required by the Council PROVIDED THAT the Owner shall not be required to take any action to move or relocate the Agreed Access Points and PROVIDED FURTHER THAT if the Approved Public Access Management Plan has to be varied to the extent that the location or nature of the Agreed Access Points has to be changed, the implementation of such changes shall take place at no expense to the Owner.

2.4 To provide access for members of the public to the Agreed Access Points:

2.4.1 no later than six months' after written notice by the Council confirming that the development authorised under planning permission HGH/2017/2886 has been completed; and

2.4.2 to maintain such Agreed Access Points in accordance with the Approved Public Access Management Plan (as may be amended from time to time in accordance with paragraph 2.3 of this Sixth Schedule).

SEVENTH SCHEDULE

AFFORDABLE HOUSING CONTRIBUTION AND VIABILITY REVIEW

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
"Additional Affordable Housing Contribution"	means any surplus profit from the Council's assessment of the information to be submitted pursuant to paragraph 3.7 of this Seventh Schedule to be paid by the Owner to the Council for the provision of offsite affordable housing to paragraph 3.12 of this Seventh Schedule and subject to the Affordable Housing Cap;
"Affordable Housing Cap"	means no less than 40% ⁷ of the Residential Units as Affordable Housing or if Public Subsidy is used no less than 50% of the Residential Units as Affordable Housing;
"Affordable Housing Contribution"	the sum of £600,000 to be paid by the Owner to the Council for the provision of offsite affordable housing;
"Average Intermediate Housing Value" ⁸	means the average value of London shared ownership housing floorspace per square metre (as applicable) ⁹ at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

⁷ If the development is on public land, then this figure should be 50%

⁸ This is "C" in Formula 2

⁹ Only include tenures already to be provided as part of the Development

Expression	Meaning
“Average Low Cost Rent Housing Value”¹⁰	means the average value of London affordable rented housing or London social rented housing floorspace per square metre (as applicable) ¹¹ at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;
“Average Open Market Housing Value”¹²	means the average value of Open Market Housing Unit floorspace per square metre on the Property at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

¹⁰ This is "B" in Formula 2

¹¹ Only include tenures already to be provided as part of the Development

¹² This is "A" in Formula 2

Expression	Meaning
“Build Costs”	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions;
“Component”	means a part of the Development including but not limited to: (a) Open Market Housing Units; (b) Affordable housing units; (c) Additional Affordable Housing Units; (d) commercial units; (e) any other floorspace; (f) property; and (g) land;

Expression	Meaning
------------	---------

**“Development
Viability Information”**

means

- (a) in respect of Formula 1b:
 - (i) Early Stage Review GDV; and
 - (ii) Early Stage Review Build Costs;
- (b) in respect of Formula 2:
 - (i) Average Open Market Housing Value
 - (ii) Average Low Cost Rent Housing Value;
and
 - (iii) Average Intermediate Housing Value;

and including in each case supporting evidence to the Council's reasonable satisfaction;

“Disposal”

means:

- a) the Sale of a Component(s) of the Development;
- b) the grant of a lease of a Component of the Development; or
- c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development;

ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;

Expression	Meaning
"Early Stage Review Build Costs"	means the sum of: a) the estimated Build Costs remaining to be incurred; and b) the Build Costs actually incurred at the Early Stage Review Date;
"Early Stage Review Date"	means the date of the submission of the Development Viability Information pursuant to paragraph 3.7 of the Seventh Schedule;
"Early Stage Review GDV"	means the sum of: a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information;

Expression	Meaning
"Force Majeure"	any circumstance not within a party's reasonable control including: a) Acts of God, flood, drought, earthquake or other natural disaster; b) Epidemic or pandemic; c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; d) Nuclear chemical or biological contamination or sonic boom; e) Any law or action taken by a government or public authority including imposing an export or import restriction quota or prohibition of raling to grant a necessary licence or consent; or f) Industrial action or lockouts in the construction industry;
"Formula"	means Formula 1b and/or Formula 2 as the context so permits;
"Formula 1b"	means the formula identified as "Formula 1b" within the Annex to this Seventh Schedule;
"Formula 2"	means the formula identified as "Formula 2" within the Annex to this Seventh Schedule;

Expression	Meaning
“Fraudulent Transaction”	means: a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or b) a Disposal that is not an arm's length third party bona fide transaction;
“Habitable Room”	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

Expression	Meaning
“Market Value”	means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;
“Open Market Housing Units”	means the Residential Units comprising 82 Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units;
“Public Subsidy”	means funding from the Council and/or the GLA and/or Homes England (or any successor organisations) together with any additional public subsidy secured by the Owner to support the delivery of the Development;

Expression	Meaning
"Sale"	means: a) the sale of the freehold of a Component; or b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;
"Substantial Implementation"	means the construction of the ground floor slab in respect of one of the buildings at the Development;
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission; and
"Transfer"	means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly.

2. AFFORDABLE HOUSING CONTRIBUTION

The Owner covenants with the Council not to Occupy or cause or permit the Occupation of more than 50% of the Residential Units unless and until the Council has received the Affordable Housing Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.

3. EARLY VIABILITY REVIEW

Early Viability Review Trigger

- 3.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been

achieved and whether it was achieved on or before the Substantial Implementation Target Date.

3.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

3.3 In the event of a Force Majeure which directly affects the Owner's ability to commence or continue the Substantial Implementation, the Substantial implementation Target Date shall be postponed until such time that the Force Majeure event long longer subsists, provided that the Owners shall use reasonable endeavours to take precautions to prevent or minimise the impact of Force Majeure on the Substantial Implementation.

3.4 Following the Owner's notification pursuant to paragraph 3.1 of this Seventh Schedule, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

- a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
- b) comply with relevant health and safety legislation; and
- c) at all times be accompanied by the Owner or its agent.

3.5 No later than 20 (twenty) Working Days after the Council receives:

- a) notice pursuant to paragraph 3.1 of this Seventh Schedule; or
- b) if the Council makes a request under paragraph 3.1 of this Seventh Schedule, the additional documentary evidence;

the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether

or not the Council considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

3.6 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 2 of this Seventh Schedule shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 3.4 of this Seventh Schedule that the Substantial Implementation has been achieved.

3.7 The Owner shall not Occupy the Development or any part thereof until:

- a) the Council has notified the Owner pursuant to paragraph 3.4 of this Seventh Schedule that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- b) the Council has notified the Owner pursuant to paragraph 3.11 of this Seventh Schedule that no Additional Affordable Housing Contribution is required to be paid; or
- c) If the Council notifies the Owner pursuant to paragraph 3.11 of this Seventh Schedule that an Additional Affordable Housing Contribution is required and that Additional Affordable Housing Contribution has been paid pursuant to paragraph 3.12 of this Seventh Schedule.

Submission of Development Viability Information and other information

3.8 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 3.4 of this Seventh Schedule:

- a. the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 2.4 of this Seventh Schedule that the Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available:

- i. the Development Viability Information for Formula 1b and Formula 2;
 - ii. a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
 - iii. where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- b. paragraphs 3.8 and 3.13 of this Seventh Schedule shall apply.

Assessment of Development Viability Information and other information in relation to an Early Stage Review

- 3.9 The Council shall assess the information submitted pursuant to paragraph 3.7 of this Seventh Schedule and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.
- 3.10 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3.7 of this Seventh Schedule.
- 3.11 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional

Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.

- 3.12 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3.7 of this Seventh Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Contribution is required to be paid.
- 3.13 If the Council's assessment pursuant to paragraph 3.11 of this Seventh Schedule concludes that a surplus profit arises following the application of Formula 1b and Formula 2 the Owner shall pay the Additional Affordable Housing Contribution to the Council within 10 Working Days in full by direct bank transfer to the Council's bank in accordance with clause 7.
- 3.14 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3.7 of this Seventh Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

ANNEX TO THE SEVENTH SCHEDULE

VIABILITY FORMULAS

DEFINITIONS

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

Expression	Meaning
"Application Stage Build Costs"¹³	means £9,289,782 being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development;
"Application Stage GDV"¹⁴	means £16,561,792 being the estimated gross development value of the Development which takes into account any Public Subsidy;
"Low Cost Housing"	means social rented housing or London affordable rented housing or both (as the context requires);
"Intermediate Housing"	means London living rent housing, discounted market rent housing, London shared ownership Housing or all or any of them (as the context requires) to be provided having regard to the London Plan, relevant supplementary planning guidance and the Council's intermediate housing policy as revised from time to time; and

¹³ This is "D" in Formula 1b.

¹⁴ This is "B" in Formula 1b.

Expression	Meaning
"Target Return"	means profit on value of 20% ¹⁵ per cent being the blended profit of the Open Market Housing Units, the Affordable housing units and any other Component of the Development as a percentage of gross development value.

FORMULA 1b (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (C - D)) - P$$

Where:

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

P = $(A - B) * Y$

Y = Target Return (%)

Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents Owner profit on change in GDV.

¹⁵ A blended profit figure of profit on open market/commercial parts of the development and profit on any Affordable housing units

FORMULA 2 (Additional affordable housing)

X = Additional London affordable rented housing / social rented housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional London living rent housing / London shared ownership requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

A = Average Open Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average habitable room size for the Development being [*To follow*]m²

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)

Notes:

$(A - B)$ represents the difference in average value of market housing per m^2 and average value of social rented housing and London affordable rented housing per m^2 (£).

$(A - C)$ represents the difference in average value of market housing and average value of London living rent housing and London shared ownership housing per m^2 (£).

$(E * F)$ represents the surplus profit to be used for Low Cost Rent Housing (£).

$(E * G)$ represents the surplus profit to be used for Intermediate Housing (£).

$(E * F) \div (A - B)$ represents the additional Low Cost Rent Housing requirement (m^2).

$(E * G) \div (A - C)$ represents the additional Intermediate Housing requirement (m^2).

**EIGHTH 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

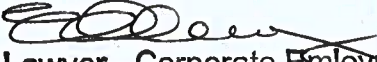
Please note that unless we receive your payment before 2.00 p.m. on any day our finance systems will not be able to confirm receipt of the funds until the following day.

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 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:




Principal Lawyer - Corporate Employment and Education.
.....
Authorised Officer

**EXECUTED as a DEED by TRINITY
INTERNATIONAL PROPERTIES**
LIMITED acting by two directors:

.....
Director

.....
Director