

DATED 25 SEPTEMBER 2026

HARINGEY SIXTH FORM EDUCATION

TO

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY

UNDERTAKING RELATING TO
HARINGEY SIXTH FORM COLLEGE, WHITE HART LANE,
TOTTENHAM, LONDON N17 8HR

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



PENNINGTONS
MANCHES
COOPER

CONTENTS

1.	Definitions and interpretations	1
2.	Taking effect	3
3.	Application of enabling powers	3
4.	Obligations of the Applicant	3
5.	Payments and VAT	4
6.	Notices	4
7.	Registration	4
8.	Waiver	4
9.	Third party rights	5
10.	Jurisdiction	5
	Execution page	6

UNDERTAKING

DATED

2026

BETWEEN

- (1) **HARINGEY SIXTH FORM EDUCATION** a company incorporated in England and Wales whose **registered** office is at is at Haringey Sixth Form College, White Hart Lane, Tottenham, London, N17 8HR (**the Applicant**); to
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE (**Council**)

INTRODUCTION

- (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 Application has been made to the Council for permission to develop the Property in accordance with the Application and as part of the Development the Applicant has agreed to undertake to comply with the obligations, covenants and restrictions contained herein and is willing to enter into this Undertaking 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.
- (C) 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 Undertaking.
- (D) The Applicant's interest in the Property is by virtue of a Lease dated 1 March 2013 and made between (1) The Mayor and Burgesses of the London Borough of Haringey and (2) Haringey Sixth Form College, which is registered at HM Land Registry with leasehold title AGL279445.
- (E) The Council is the registered proprietor of the freehold title to the Property and as such this Undertaking is intended to bind only the leasehold title to the Property as described in (D) above.

AGREED TERMS

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Undertaking the following words and expressions have the following meanings unless defined elsewhere in this Undertaking including the Schedules to this Undertaking:

1974 Act means the Greater London Council (General Powers) Act 1974;

2011 Act means the Localism Act 2011;

Act means the Town and Country Planning Act 1990;

Application means the planning application seeking planning permission for the Development bearing the reference HGY/2025/3153;

BNG Monitoring Fee means the sum of six thousand pounds (£6,000.00) to contribute to the Council's costs of monitoring of the Applicant's obligation to delivery a biodiversity net gain in relation to the Development pursuant to the Planning Permission;

Commencement of Development the carrying out of a material operation as defined in Section 56(4) of the Act in respect of the Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

Construction and Demolition Management Plan Contribution means the sum of three thousand pounds (£3,000.00) to contribute to the Council's costs to provide officer oversight and management of the public highway, to ensure both that the Applicant's contractors are keeping to the detail of the Construction and Demolition Management Plan required by the Planning Permission, and that the construction related activity on the highway network is happening in a safe manner, in accordance with Policies T4, T7 and D14 of the London Plan 2021, Policies SP0 of the Haringey Local Plan 2017 and with Policy DM1 of The Development Management DPD 2017;

Development means development of the Property by the erection of a single-storey teaching block extension with associated landscaping in accordance with the documents submitted with the Application and the Planning Permission;

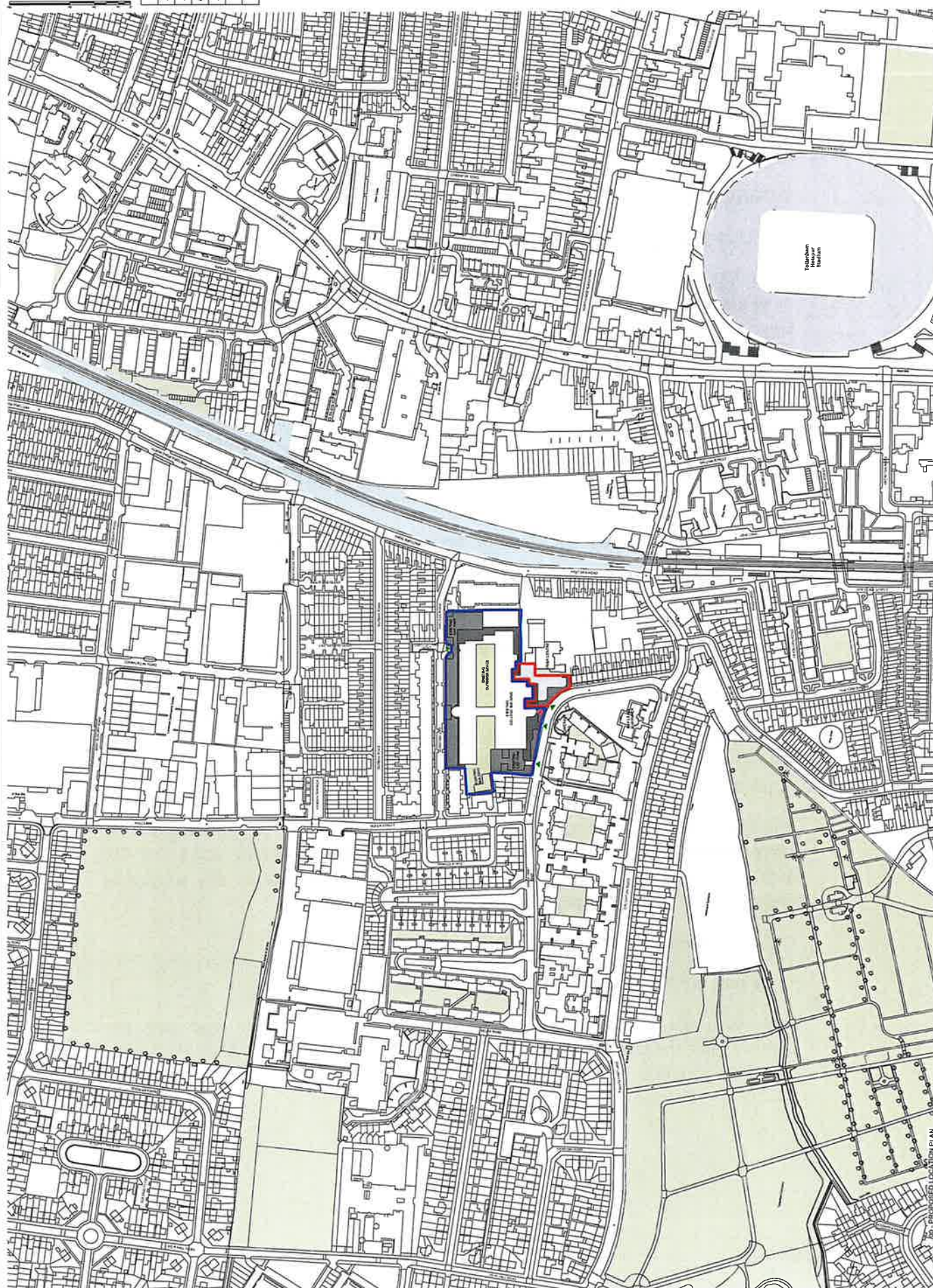
Location Plan means the plan submitted with the Application that identifies the land that is the subject of the Application a copy of which is appended to this Undertaking;

Planning Permission means the planning permission for the Development pursuant to the Application;

Property means the leasehold land and premises known as Haringey Sixth Form College, White Hart Lane, Tottenham, London N17 8HR as shown edged red on the Location Plan, which is registered under leasehold title AGL279445.

Undertaking means the undertaking effected by this deed.

- 1.2 This Undertaking is given pursuant to section 106 of the Act and section 16 of the 1974 Act and any other enabling statutory provisions.
- 1.3 Words importing the singular include the plural and vice versa.
- 1.4 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.



- 1.5 The clause and paragraph headings do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 1.6 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7 Any undertaking by the Applicant not to do any act or thing includes an undertaking not to permit or allow the doing of that act or thing.

2. TAKING EFFECT

- 2.1 This Undertaking shall have immediate effect.
- 2.2 If the Planning Permission expires prior to the Commencement of the Development or at any time be revoked or modified without the agreement of the Applicant this Deed shall forthwith determine and cease to have effect.
- 2.3 If the Planning Permission is quashed before the Commencement of the Development then this Deed shall forthwith determine and cease to have effect.

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby declared that the covenants and conditions in this Undertaking are either or both:

- (a) planning obligations for the purposes of Section 106 of the Act;
- (b) made pursuant to section 16 of the 1974 Act;

and all covenants and conditions in this Undertaking are enforceable by the Council as local planning authority and are otherwise made pursuant to all other enabling statutory provisions as noted above.

- 3.2 Both positive and restrictive covenants and undertakings herein on the part of the Applicant are pursuant to Section 106 (3) of the Act enforceable without limit of time not only against the Applicant but also against any person deriving title from the Applicant.
- 3.3 It is intended that no person shall be liable for any breach of any of the planning obligations or other provisions of this Undertaking after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4. OBLIGATIONS OF THE APPLICANT

The Applicant hereby undertakes to the Council as follows:

- 4.1 Prior to Commencement of the Development, the Applicant shall pay the Construction and Demolition Management Plan Demolition and the BNG Monitoring Fee to the Council.

5. PAYMENTS AND VAT

- 5.1 Payment of the Construction and Demolition Monitoring Plan Contribution pursuant to the terms of this Undertaking shall be made by the Applicant to the Council sending the full amount by direct bank transfer to the Council's bank account at:

London Borough of Haringey
Barclays Bank Plc
Wood Green Branch
London N22
Sort Code: 20-98-47
Account Number: 73294617

quoting the Application Number.

- 5.2 All considerations given in accordance with the terms of this Undertaking shall be exclusive of any value added tax properly payable in respect thereof and the Applicant undertakes to pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Undertaking upon presentation of an appropriate value added tax invoice addressed to the Applicant.

6. NOTICES

The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Undertaking.

7. REGISTRATION

This Undertaking shall bind the Property be registrable as a Local Land Charge by the Council

8. WAIVER

The Applicant acknowledges as follows:

- 8.1 The failure by the Council to enforce at any time or for any period any one or more of the terms and/or obligations of this Undertaking shall not be construed as a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Undertaking.
- 8.2 That nothing contained or implied in this Undertaking 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 Undertaking.

9. THIRD PARTY RIGHTS

It is not intended that any the terms hereof will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the Council (other than a successor to its statutory function as Local Planning Authority).

10. JURISDICTION

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

EXECUTION PAGE

UNDERTAKING

This undertaking has been executed by the Parties as a deed and is delivered on the date set out at the beginning of this deed.

Executed as a Deed by)
Haringey Sixth Form Education)
acting by a director in the presence of:)

sign here:



Director

print name:

LISA WESTRAY

Witness signature:

Witness sign here:



Witness name:

print name:

JACQUI GRANT

Witness address:

insert address here:

HARINGEY SIXTH
FORM EDUCATION, WHITE HART
LANE, LONDON N17 8HR

Witness occupation:

insert occupation here:

CHIEF OPERATING
OFFICER